

**AGREEMENT
BETWEEN
VISKASE COMPANIES, INC.
LOUDON, TENNESSEE PLANT**

**AND
THE
INTERNATIONAL ASSOCIATION
of MACHINISTS and AEROSPACE
WORKERS, AFL-CIO
LOCAL LODGE 2544
SEPTEMBER 30, 2020**

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ARTICLES OF AGREEMENT

PREAMBLE

This Agreement is made and entered into by and between, Viskase Companies, Inc., Loudon, Tennessee plant (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, AFL-CIO, Local Lodge 2544 (hereinafter referred to as the Union).

ARTICLE 1

PURPOSE

It is the intent and purpose of the parties hereto to set forth their full and complete Agreement governing wages, hours of work, and other conditions of employment for employees covered by this Agreement. The Company and the Union hereby expressly waive the right to bargain over any subject during the term of this Agreement, unless such right to bargain is specifically provided for in the Agreement, or unless mutually agreed to in writing by the parties.

The parties agree to be bound by the following terms and conditions as hereinafter set forth.

ARTICLE 2

RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining representative of all Production and Maintenance employees, but excluding office clerical, plant clerical employees; technical employees (including laboratory shift analysts); professional employees; guards and supervisors as defined in the Act, the foregoing being the unit covered by the Certification in NLRB CASE NO. 10-RD-505.

ARTICLE 3

MANAGEMENT

The Union recognizes that the right to manage the business of the Company, to direct, control and schedule its operations and the Company's workforce, and to make any and all decisions regarding its business, operations and workforce and changes thereto, is vested exclusively in the Company subject only to those provisions contained in this Agreement that specifically limit such rights. These rights shall include but shall not be limited to the exclusive right to: plan, direct, control, increase, decrease or discontinue operations in whole or in part; select, screen, hire and determine the number of employees, including the number assigned to any particular work or to any shift or work week; promote, discipline, suspend and discharge employees for just cause; release and lay off employees for lack of work; transfer employees from one

job assignment to another; assign work; determine the qualifications and abilities of applicants and employees to perform work and particular kinds of work and assignments; select supervisory employees; train employees; change, discontinue, reorganize, restructure or reorganize any department or other aspect of the Company's operations whether or not such action results in a reduction or change in its workforce; establish efficiency, work pace and other performance standards for employees and from time to time revise, modify, add to or eliminate such standards; observe, scrutinize and assess the efficiency, work pace, and other performance levels of employees; adopt, modify and apply to bargaining unit employees the same policies of general applicability as are applicable to non-bargaining unit hourly employees of the Company (subject to any express directly contrary provisions of this Agreement); promulgate and enforce reasonable policies, rules and regulations governing the conduct of employees while at work and employee absenteeism, and, from time to time, add to, delete or modify such policies, rules and regulations; install or remove equipment; determine the methods, procedures and materials to be utilized; sell, lease, assign, transfer or otherwise dispose of all or any part of its business, facilities or equipment; and introduce new or modified methods of operation or technology. The Company's failure to exercise any of the rights set forth above shall not constitute or be considered or deemed a waiver of its right to exercise such right or rights to the fullest extent thereafter nor be considered or deemed a legitimate basis or argument for the imposition of any limitation on such rights, nor shall the fact the Company may have conferred, negotiated with, or sought input from the Union in connection with its exercise of its rights referred to herein constitute or be considered or deemed a waiver of its right to exercise such right or rights to the fullest extent thereafter or be considered or deemed a legitimate basis or argument for the imposition of any limitation on such rights.

ARTICLE 4

NON-DISCRIMINATION

The Company, the Union and the Employees shall abide by the Non-Discrimination and Non-Harassment policies and modifications thereof adopted by the Company and made applicable by the Company to all Viskase US operations.

ARTICLE 5

UNION MEMBERSHIP

Employees are entitled to be members of the Union or to refrain from such membership, to be active on behalf of the Union or to refrain from such activity. Neither the Company nor the Union will interfere with such rights of the employees. Neither the Union nor its members shall solicit Union Membership or conduct Union activities on Company time except as set forth in this Agreement.

UNION DUES CHECK OFF

Upon receipt of a signed payroll deduction authorization of the employee involved, the Company shall deduct from the employees pay the dues payable by

him to the Union during the period provided for in said authorization. The amount will be certified by the Secretary-Treasurer of the Local Lodge. Effective November 1, 2015, half of the deduction shall be made from the first pay period of each calendar month and half of the deduction shall be made from the third pay period of each calendar month. Should an employee's net earnings for the pay period from which Union dues are normally deducted, after other deductions are made, be less than the amount of the monthly Union dues, no dues deduction will be made for the month.

Amounts deducted will be submitted to the Union by the 1st of the month following the month in which the deduction is made. The Company shall furnish the Secretary-Treasurer of the Union a monthly record, in alphabetical order, of those for whom deductions have been made and the amount of deductions.

The Union agrees to indemnify the Company from any claims by employees arising out of the procedure.

DUES DEDUCTION AUTHORIZATION

The Parties agree that the check-off authorization shall be in the following form.

Name of Employee _____

Department _____ Clock No. _____

Date _____

I hereby authorize and direct Viskase Companies, Inc., Loudon, Tennessee to deduct from my earned pay, including vacation pay, beginning with the current month, my regular monthly Union dues, on account of membership dues in Local Lodge 2544 of the International Association of Machinists and Aerospace Workers, AFL-CIO.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one year from this date, or up to the termination date of the current collective bargaining Agreement between the Viskase Companies, Inc., and Local Lodge 2544 of the International Association of Machinists and Aerospace Workers, AFL-CIO, whichever occurs sooner.

This authorization and assignment shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining Agreement between the Company and the Union, whichever period shall be shorter, unless written notice is given by me to the Company and to the Union during the 15 day period prior to the expiration of each period of one year, or of each applicable collective bargaining Agreement, whichever occurs earlier. Such revocation shall be effected by written notice, sent by Certified Mail, Return Receipt Requested, to the Company and the Union within such 15 day period.

Signed _____

ARTICLE 6

PROBATIONARY EMPLOYEES

All new employees shall be considered as probationary employees until they have been employed and actually worked a total period of 120 work days for all employees in labor grades 1-16 and 180 work days in labor grades 17-19. During this period, the Company shall have the exclusive rights to discipline or discharge, demote, promote, transfer or otherwise affect his/her employment status. The union will be allowed twenty minutes to meet with all new hires at the end of their probationary period.

When such employees complete their probationary time at the Loudon Plant, they will be credited with seniority for all time actually worked.

Temporary or seasonal hires who are advised at the time of their hire that they will be expected to terminate voluntarily on a specific date will not qualify for seniority under the above provisions.

ARTICLE 7

BARGAINING UNIT WORK

Those employees excluded by the certification will not perform work normally done by Bargaining Unit employees, except in conducting experiments, in training employees, in studying or testing equipment, or in emergencies affecting production or the safety of equipment or personnel, or as mutually agreed.

This Agreement shall continue to cover employees of the Bargaining Unit while assigned to perform work at other plant locations.

ARTICLE 8

NO STRIKE - NO LOCKOUT

The Union agrees that while this Agreement is in effect it will not engage in or in any way encourage or sanction a strike, sit-down, slow-down; picketing; or any other action which interrupts, impedes, or interferes with work in the plant. The Union recognizes the right of the Company to discharge or otherwise discipline any employee who engages in any such practices or participates in a work stoppage as a result of such activities. Such action on the part of the Company will be final. If any employee or group of employees represented by the Union should violate the intent of this paragraph, the Union through its proper officers will promptly notify the Company and such employee or employees in writing of its disapproval of such violation.

The Company agrees that while this Agreement is in effect, it will not engage in any lockout of its employees.

ARTICLE 9

UNION REPRESENTATION

The Company agrees to recognize the following Union Representatives for the purpose of settling any grievances which may arise under this Agreement.

- A. A Plant Union Grievance Committee, not to exceed five members including the President, Vice-President and Chief Steward will be selected from active plant employees by the Union with one member to be identified as the chairman. A maximum of three members of this committee will meet with members of Management to review grievances in process. Unless otherwise arranged by mutual agreement, these meetings will be held on the first Friday of each month. Members of the Grievance Committee will be protected against loss of pay at their straight-time hourly rate for time spent while attending this meeting.
- B. The Union will select eight stewards from active plant employees; this shall include the Chief Steward. Stewards will be distributed in the following manner.
 - 1. One steward serving each shift in the C.E.D. Area.
 - 2. One steward serving the Shipping/Receiving-Distribution Department.
 - 3. One steward serving the Maintenance Department.
 - 4. One steward serving the Powerhouse.
- C. A steward will be permitted a reasonable amount of time during working hours to investigate and assist in the adjustment of grievances involving those employees he/she represents. Should this necessitate his/her absence from his/her work assignments, prior permission must be obtained from his/her supervisor and his/her absence must be scheduled to avoid interruption of normal work flow. If the steward must go to another work area he/she must also report to the supervisor in that area and notify him of his/her reason for being there and also report his/her time of departure. He/she shall also inform his/her supervisor of his/her return.

Stewards will be protected against loss of pay for time spent during their regular hours of work adjusting or investigating grievances.

- D. The Union will be responsible for supplying the Company up-to-date listings of stewards and their jurisdictional areas and members of the Grievance Committee. Only those persons named, on the most recent listing supplied by the Union, will be recognized as stewards or members of the Grievance Committee.
- E. The Grand Lodge Representative or the Business Representative may visit the plant at reasonable times to discuss business pertaining to this Agreement. Requests for such visits will be made by prior notification to a member of the Human Resources Department. Such visits will be subject to the regulations governing visitors to the plant, and shall not interfere with the efficient operation of the plant.

ARTICLE 10

GRIEVANCE PROCEDURE

For the purpose of this Agreement the term "Grievance" means any dispute between the Company and the Union or any employee concerning the interpretation, application, or alleged violation of a specific provision of this Agreement.

First Step

If an employee has a grievance he/she (and his/her steward at the employee's option) will complete the first step grievance form citing the date of alleged violation and the basis for the grievance, and then discuss it with his/her Supervisor within five days of the occurrence from which the grievance arose.

The supervisor or designated management representative will give his/her written answer to the local lodge president or chief steward within five days of the discussion.

Second Step

If the grievance is not settled, the employee and/or the Union representative will present a completed second step grievance form to the Department Manager within three days from the time the Supervisor's answer was received.

Within three days of receiving the second step grievance form, the Company will meet with the steward involved and up to two members of the Grievance Committee to attempt to solve the grievance.

The Company will submit a written answer to the local lodge president or chief steward within five days of the meeting.

Third Step

If the Company answer is not satisfactory, the Union may within five days of receipt of the Company answer request that the grievance be heard at the next monthly Grievance Meeting.

A representative of the International Union may participate in this meeting.

Within the 10 day period following the monthly Grievance Meeting, the Company will submit its answer in writing to the local lodge president or chief steward.

If the grievance is not settled in this step the Union may within 15 days from the time the Company's third step answer is given, submit the grievance to arbitration by notifying the Human Resources Manager in writing, stipulating the issue or issues to be arbitrated. The Union will abandon any grievance if it fails to enter an appeal to meet with the Company within the time limits specified, and the last Company answer shall be final. The Union may, in its submittal of the grievance to arbitration, request that the grievance be handled through binding mediation, and the Company may, upon receipt of the submittal, also request that a grievance be handled through binding mediation. Binding mediation will apply if

and only if the Company and the Union agree in writing to same for the purpose of any individual grievance.

Time Limits

- A. Holidays, Saturdays, and Sundays shall not be included in counting periods of time referred to in this Article.
- B. If the aggrieved employee is away from work due to illness, vacation or injury the days of absence will be excluded from the time limits.
- C. The time limits expressed herein may be extended by mutual agreement.

ARTICLE 11

ARBITRATION PROCEDURE

Any grievance arising during the terms of this Agreement regarding the following matters may be subject to the Arbitration Procedure unless otherwise provided in this Agreement.

1. Alleged violation of any provision or interpretation of the Agreement by the Company.
2. Disagreement on wage rates determined by the Company for any job established subsequent to the signing of this Agreement.
3. Discipline or discharge of an employee who has acquired seniority status.
4. If, pursuant to Article 10, the Company and the Union agree in writing to binding mediation for the purpose of any individual grievance, then binding mediation shall proceed rather than arbitration. All of the following provisions related to arbitration shall also apply to mediation.

The arbitration shall be conducted under the Arbitration Policies and Procedures of the Federal Mediation and Conciliation Service (FMCS) Office of Arbitration. The arbitrator shall be selected by the parties from a panel of seven (7) arbitrators furnished by the FMCS, pursuant to its rules. Written notification that the list has been requested by the Union must be provided to the Company's Human Resource Manager within fifteen (15) days of the Company's third step answer or the grievance will be deemed withdrawn. Either party may request, one time, a new panel of arbitrators for the purposes of making the selection. The parties will alternate striking panels beginning with the party who did not strike first in the immediately prior arbitration. The last person on the panel not stricken shall be the arbitrator. The arbitrator shall be notified of his/her selection and asked to provide available dates for scheduling the arbitration. The costs of FMCS services, of the arbitrator, court reporter, meeting room, etc. will be equally shared by the parties.

The decision of the arbitrator shall be final and binding on both parties to the Agreement. The arbitrator shall not have power to add to, delete, or modify any provisions of this Agreement and shall act in a judicial rather than a legislative

capacity. The arbitrator shall render a decision within 30 days following receipt of post hearing briefs.

ARTICLE 12

DISCHARGE AND SUSPENSION

No employee shall be discharged, disciplined or suspended without cause. An employee who is discharged, suspended or who receives a written reprimand, will be allowed to have his/her steward present at the time such action is taken. In the event of a suspension or discharge, the employee will have the right to have the Chief Steward, Shift Steward, Local Lodge President or Vice President present during the meeting. The employee shall be advised of this right by Management before the meeting, and if the employee declines to have such person present, they shall be asked to sign a written acknowledgement that Management advised the employee of such right and that the employee voluntarily waived such right. The union will promptly be provided a copy of the signed acknowledgement.

Should there be any dispute concerning the existence of cause for a disciplinary action involving loss of time from work, including discharge or suspensions, the employee shall have the right to have the matter reviewed starting in the second step of the grievance procedure, provided he/she or the Union, so requests in writing within three (3) days from the date of the disciplinary action. If the matter is not satisfactorily resolved in the grievance procedure, the case may be submitted to arbitration if requested in writing by the Union within 15 days from the time Company's third step answer is given.

If, by decision of the Arbitrator, an employee is found to have been unjustly discharged, disciplined or suspended, he/she shall be reinstated without loss of seniority but with such loss of pay, if any, as the Arbitrator may decide should be allowed.

When a rotating shift employee has committed an infraction(s) which results in the employee being suspended from work without pay, the suspension will occur on their next regular scheduled work day(s) on Monday through Friday. The suspended employee will be eligible to work their days off prior to the suspension if there is a need under the overtime distribution practices. This provision will not apply if an employee is suspended pending investigation.

REPRIMANDS OR WARNINGS

Records of written reprimands or warnings will be retained in the employee's personnel file for a period of two years, and will not be used to support further disciplinary action after that period.

However, should the employee be disciplined again by the Company during the two year period for a similar violation, the disciplinary record for the type of violation will remain intact and in effect until two years has passed since the issuance of the last disciplinary action for a similar offense.

ARTICLE 13

DEFINITION OF SENIORITY

The following definition is set forth for the purpose of establishing the meaning of and application of plant seniority:

- A. Seniority for all employees on the Loudon Plant payroll will be established on the effective date of this Agreement on the basis of the current seniority list.
- B. For all employees hired or transferred into the Loudon Plant on or after the effective date of this Agreement, seniority will be established as of their date of entry into the plant.
- C. In the case of employees with equal seniority, the employees' names shall be listed alphabetically and these employees shall have seniority in that order.
- D. The Company will furnish the Union with a current seniority list upon the signing of this Agreement and will update this list every 12 months.

ARTICLE 14

LOSS OF SENIORITY

Seniority and rights of employment shall be lost by an employee for any of the following reasons:

1. Absence from work, without an excuse satisfactory to the Company for three or more consecutive days of the employee's work schedule and shall be considered a voluntary quit.
2. Discharge for cause.
3. Resignation.
4. Retirement.
5. Failure to report for work or make arrangements acceptable to the Company within 10 days of notification of recall.
6. When he/she has performed no work for the Company for a three year period.

ARTICLE 15

BARGAINING UNIT TRANSFERS

Nothing in this Agreement shall restrict the Company in any way in the transfer or promotion of employees to supervisory or other positions not included in the

Bargaining Unit.

An employee transferred out of the Bargaining Unit shall retain his/her seniority and shall continue to accumulate additional seniority for a period up to 12 months.

In the event the Company transfers an employee to the Bargaining Unit, such employee will be eligible for any available Bargaining Unit jobs to which his/her seniority and qualifications entitle him.

ARTICLE 16

DEPARTMENTS

For the purpose of seniority provisions, the following departments will be recognized.

1. Chemical, Extrusion, Drying.
2. Maintenance.
3. Powerhouse.
4. Shipping, Receiving, Distribution.

The Company may at its discretion add, combine, change or eliminate departments.

ARTICLE 17

JOB OPENINGS

When the Company determines that a vacancy exists in a classification, it will be posted with the shift designation and "Extra", where applicable, on the Employee Bulletin Board for a five-day period, excluding weekends and holidays. This "period" will allow employees to revise existing job transfer requests. All job openings resulting from the initial opening will be filled with the following understanding:

1. A Job Vacancy is one that requires a regular employee to fill. It does not apply to temporary assignment.
2. Employees on a fixed shift in the same classification within the same department will be given the opportunity to assume the opening (shift change) before a Job Vacancy is declared. (For example, Storekeeper, Mechanic A to Shift Mechanic, and etc.)
3. Once a Job Vacancy is declared, the method of filling the job will be as follows:
 - A. From Employees curtailed in the past 12 months from the classification in which the opening exists, but still in the plant

(squatters rights).

- B. From employees currently working in other classifications in the department and then from the plant.
- C. From employees on layoff status.
- D. If the job is not filled in accordance with any of the above, it may be filled at the Company's discretion.

4. Persons from A above must be determined to be qualified to successfully perform the job. (Qualified means the person must have successfully performed the job in the past and be able to perform all the requirements of the job with only a brief orientation period.)

Persons from B and C above must be determined to be qualifiable in 60 working days for jobs in labor grades 1-11, 120 working days for labor grades 12-16, and 180 working days for labor grades 17-19. (Qualifiable means the person can satisfy such factors as experience, work performance, physical condition and ability, good attendance and safety records, and the results of any oral or practical tests given by the Company.)

- 5. In order to maintain departmental efficiency, the number of employees allowed to move from any area or shift may be limited to avoid depleting a department or shift of trained employees.
- 6. Any employee who wishes to be considered for future openings in other classifications must complete a Transfer Request form and submit it to the Human Resources Department. Such requests must be on file before the vacancy occurs for a person to be considered for a vacancy. The Transfer Request form will remain active for one year. Employees must update their requests annually to be considered for openings. An employee may have a maximum of three job requests on file at a time. Labor Grades 17 and 18 will not be considered for openings below Labor Grade 17 unless, in the sole determination of the Company, any potential movement of such employee out of Labor Grades 17 or 18 will not have a detrimental impact on the operations of the Company.
- 7. As Transfer Requests are submitted, Human Resources will review to assure all pertinent information is supplied, date stamped and then file the request by classifications.
- 8. An employee moving to a new job will not be considered for a job vacancy under this Article until completion of 18 months following qualification on the job. Notwithstanding the foregoing, an employee qualifying for a job will be allowed to request a lateral move within the job classification in which he is qualified (e.g., shift change) at the end of the 12-month period after qualification. If an employee declines an opening, his/her name will be taken off the Transfer Request for that job. The person declining a job can resubmit another Transfer Request for that classification six months

after the date of declining.

9. When an employee has been awarded another job and is not able to grasp the fundamentals of the new job, or is found to be unqualified or unqualifiable, he/she shall be returned to his/her former job, shift and rate if this occurs within the qualifying time for the labor grade after his/her assignment to the job. Employees affected by the return of a disqualified employee shall have the same return rights to their previous classification, shift and rate as the disqualified employee. If an employee is disqualified after the time allowed for the job's labor grade, he/she shall be returned to the previous classification if a vacancy exists, otherwise he/she shall be placed in any available classification.
10. Selections will be based on the timeliness of transfer requests, qualifications, and seniority. The Company may use interviews and/or work and skill samples to determine the qualifications of persons considered for the job vacancy.
11. In the event there is a job opening based on an employee being out for an extended period of time of up to six (6) months, and the job is posted as Temporary to Permanent, the employee upon his return within the six (6) month period will be placed in his/her original position and the employee working in the Temporary to Permanent position will be allowed to roll back to his/her original position.

ARTICLE 18

REDUCTION OR REARRANGEMENT (SURPLUSING) PROCEDURE

In all cases of lay-off or reassignment, for reasons other than unsatisfactory work performance, the following procedure will apply:

- A. Within any department, as defined in Article 16 where there is to be a reduction in personnel, the least senior employees in the affected job classification will be declared surplus in the required number.

The surplus employees, if they are more senior and qualified to perform the work, may displace the least senior employees in the department.

Employees who cannot displace other employees within their department (either due to lack of seniority or qualifications), will be declared surplus in their department.

- B. Employees who are declared surplus in A above will displace the least senior employee in the most recent job classification held in another department for which they are more senior than the affected employee(s) and provided they are still qualified to perform the work. The affected employee(s) will then be declared surplus and their placement shall be governed by the provisions of this Article XVIII, starting with paragraph A above.

- C. Employees unable to be placed by the provisions of paragraph B may displace the least senior employees in other classifications in the plant provided they are more senior than the affected employees and are qualified to perform the work, or if this would result in a lay-off, may elect to take the lay-off rather than change Departments.
- D. Employees who do not possess sufficient seniority or qualifications to displace other employees as outlined above will be laid off.

ARTICLE 19

RECALL

If it is necessary for the Company to recall employees, the employee on lay-off with the most retained seniority who is qualified to perform the job or who had been trained to perform the job previously and who after a reasonable re-training period will be qualified, will first be offered the opportunity to return to work. If the job opening is in the department from which the employee was laid off, the employee must accept the job vacancy or lose all seniority and recall rights.

If the job opening is in a department other than the department from which the employee was laid off the employee may decline recall and retain his/her recall rights only into the department from which he/she was laid off.

If the job opening is for a temporary period of not more than 60 working days, the most senior qualified employee will be offered the recall.

ARTICLE 20

JOB CLASSIFICATION AND SCHEDULE

Each employee shall be classified in accordance with a job classification set forth in Appendix A, which is incorporated into this Agreement. These classifications and rates of pay have been agreed upon for the duration of this Agreement and shall remain in effect except as specified in this Article.

RATE PROGRESSION

Employees will progress in rate in accordance with the established wage schedule for their classification provided they maintain satisfactory standards of work performance. All wage changes falling on Sunday through Wednesday will be effective at the beginning of that pay period. Wage changes falling Thursday through Saturday will be effective the following pay period.

Employees permanently assigned to another job classification shall be paid as follows:

- a. If the Labor Grade is the same: The employee will be transferred at his/her present rate and step in the Wage Progression Schedule.
- b. If the Labor Grade is lower: the employee will be transferred to the

established Labor Grade for that Job Classification and at his/her present step of the Wage Progression Schedule.

- c. If the Labor Grade is higher: The employee will be transferred to the established Labor Grade for that Job Classification at the step in the Progression Schedule which results in a minimum base rate increase of at least six cents per hour, but not to exceed the maximum established for the classification.
- d. If an employee is assigned to any classification he/she previously held within the last twelve months, he/she will be transferred to the highest step in the wage progression schedule he/she previously attained if he/she is still qualified in that classification.

NEW AND CHANGED JOBS

The pay rate for each job in effect as of the date of this agreement shall continue in effect unless:

- 1. The Company substantially changes the job content.
- 2. The job is eliminated.
- 3. The pay rate is changed in accordance with mutual agreement of officially designated representatives of the Company and the Union.

Should the Company establish a new job or substantially change the job content of an existing job, a pay rate shall be established in accordance with the following procedure:

The Company will assign an appropriate pay rate based on (1) the equity of such rate in relation to other comparable jobs in the plant, and (2) the duties of the job. The Union may protest the rate established by the Company through the grievance and arbitration procedures of this Agreement, but in no event later than 30 days from the date such new or substantially changed job is established.

ARTICLE 21

TEMPORARY ASSIGNMENT

The Company may, at any time, temporarily assign an employee to a work classification other than that to which he/she is normally assigned. If such a temporary assignment is to an equal or lower-rated position, the employee's rate of pay will not be reduced because of such assignment. If such a temporary assignment is to a higher paid position, he/she will be paid an additional \$1.00 per hour for all hours worked in the temporary position. Temporary assignments of 10 working days or less for fixed shift employees or 14 working days or less for rotating shift employees need not be made in accordance with the seniority provisions of this contract.

Temporary job assignments of more than 10 working days duration for fixed shift employees or more than 14 working days for rotating shift employees will be filled by offering in order of seniority to the qualified employees who are available and

at work, the least senior of whom must accept the assignment. This temporary assignment shall run for up to 90 calendar days unless extended by mutual agreement due to legitimate disability. Thereafter, the assignment shall be filled through the Job Vacancy provisions of Article 17. (Qualified means the employee must have successfully performed the job in the past and be able to perform all the requirements of the job with only a brief orientation period.)

Employees on any form of Temporary Assignment will not be returned to their regular classification for purposes of daily overtime. After the temporarily assigned employee has returned to his/her regular classification, he/she will be credited with the average of the overtime hours worked in his/her overtime group during his/her absence, if his/her absence exceeds 10 working days or more for fixed shift employees or 14 working days or more for rotating shift employees.

ARTICLE 22

HOURS OF WORK

Payroll Day

The payroll day shall consist of 24 consecutive hours extending from 12:01 a.m. one day until 12:01 a.m. the following day.

Payroll Week

The payroll week shall consist of seven consecutive payroll days extending from 12:01 a.m. Sunday to 12:01 a.m. the following Sunday.

Normal Workday

The normal workday shall consist of eight hours of work and shall, with the exception of non-paid lunch periods, be continuous.

Normal Workweek

The normal workweek shall consist of five normal workdays within a payroll week.

Pay Day

All wages payable to employees shall be paid weekly on regular assigned pay days. Wages shall be paid by direct deposit/electronic transfer to an employee-designated bank account, or in such other manner as the Company shall determine. Paper paychecks will no longer be provided. The Company will provide a written pay stub to the employees currently receiving paper paychecks during a six-month "transition" period commencing with the effective date of this Agreement and will provide instruction support on how to obtain pay records from the UltiPro Human Resources Information System.

The definitions contained herein are provided for the purpose of establishing standard terminology only and in no way are intended to be a guarantee of the minimum number of hours or pay in lieu of, or as a limitation of the maximum number of hours required.

ARTICLE 23

LUNCH PERIODS

Employees normally scheduled to work on a continuously operating schedule will be permitted a 20 minute lunch period without loss of pay.

The lunch period for day workers and all employees not working on the continuously operating schedule is 30 minutes which will not be compensated for.

All lunch periods will be scheduled in such a ways as not to interfere with efficient operations.

ARTICLE 24

MEAL ALLOWANCE

An employee who at the request of the Company works more than two hours beyond his/her normal shift of work will be paid a meal allowance of \$8.00. An employee working more than six hours beyond his/her normal shift will be paid a second meal allowance of \$8.00. Payment for meal allowance will be included in the employee's pay.

ARTICLE 25

BREAK PERIODS

Employees will be permitted two - 10 minute work breaks per shift:

1. Breaks will be scheduled by the Company so that production efficiency will not be affected.
2. One break will be permitted during the first half of the shift; the second break will be permitted during the last half of the shift.

ARTICLE 26

HOLIDAYS AND PERSONAL DAYS

The company will recognize the following as holidays:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Day after Thanksgiving
Christmas Eve
Christmas Day

Holidays which fall on Saturday will be observed on the preceding Friday. Holidays which fall on Sunday will be observed on Monday. This will not apply to employees who work continuous shift operations as they will continue to observe the holiday on the day on which it actually falls. For payroll purposes the holiday will be observed during the period beginning at 12:01 a.m. on the calendar day observed as the holiday and extend to midnight of the same day.

Effective beginning January 1, 2021, employees will be awarded two (2) paid personal days January 1 of each calendar year during the term of this Agreement. To be eligible for personal days, an employee must have completed the probationary period (Article 6). Employees are not permitted to carry over unused personal days to the next calendar year. Paid personal days not used by the end of the calendar year will be lost. Paid personal days may be taken only with prior written supervisor approval. All requests for personal days should be submitted as far in advance as possible. Company reserves the right to deny paid personal day requests, including when multiple people in the same department request time off for the same period of time and for other business needs. Employees normally working an eight-hour work shift will be paid for eight (8) hours for a paid personal day taken, and employees normally working a twelve-hour work shift will be paid twelve (12) hours for a paid personal day taken.

Under the prior Collective Bargaining Agreement, an employee's birthday was treated as a holiday, which is being replaced with the grant of the second paid personal day under this Agreement. To provide a fair transition for the balance of calendar year 2020, the following rules will apply from October 1, 2020 through December 31, 2020:

1. Employees whose 2020 birthday occurred prior to October 1, 2020 shall not receive a second personal day for the balance of 2020.
2. Employees whose birthday falls on or between October 1, 2020 and December 31, 2020 shall receive a second paid personal day effective October 1, 2020 which they may use on or before December 31, 2020.
3. Probationary employees who complete their probationary period (Article 6) on or after October 1, 2020 and whose birthday falls on or between October 1, 2020 and December 31, 2020 shall receive one (1) paid personal day which they may use on or before December 31, 2020.

ARTICLE 27

HOLIDAY PAY

An employee who is not scheduled to work on a holiday shall receive holiday pay at his/her regular straight-time hourly rate for the number of hours in a normally scheduled workday provided he/she works through the regularly scheduled shift or day **on** which he/she is instructed to work immediately before and immediately

following the holiday. For the purpose of determining eligibility for holiday pay only, an employee will be considered as working through a normally scheduled shift or day on which:

1. He/she works at least seven hours.
2. The Company is satisfied that the failure of the employee to work is due solely to one or more of the following conditions:
 - a. The employee's illness supported by a doctor's certificate.
 - b. The employee's injury.
 - c. Failure of the Company to provide work, provided this does not apply to employees on layoff.
3. He/she is on vacation, or receiving Funeral Pay or receiving Jury Duty Pay.
4. He/she is on Union or Union-Company business and/or is excused by the Company.

If an employee works on a day observed by the Company as a holiday, he/she will be paid one and one-half (1-1/2) times his/her regular rate of hourly pay (including shift differential) for all hours actually worked plus eight hours holiday pay at his/her regular straight-time hourly rate. If an employee who was not scheduled to work on a holiday but is called in and works more than four hours on the holiday, he/she shall be paid two and one-half (2-1/2) times his/her regular straight-time hourly rate, plus shift differential for all hours worked in excess of four hours. All amounts paid over straight time will be considered overtime for purposes of other overtime calculations during the pay period; there shall be no pyramiding of overtime.

If a recognized holiday occurs during the period an employee is on vacation, the employee will receive an extra day's pay at his/her regular straight-time hourly rate.

If a holiday occurs during absence and the employee is eligible and is receiving non-occupational disability pay, holiday pay will not be paid in addition to non-occupational disability pay.

This Article 27 is expressly modified for application to 12-hour rotating shift employees under the provisions of Memorandum of Understanding #1 (9/30/15), included in Appendix D.

ARTICLE 28

OVERTIME

One and one-half times (1-1/2) the applicable straight-time hourly rate plus shift differential where applicable shall be paid for hours worked in excess of eight within the same payroll day or 40 within the same payroll week, whichever is greater. Both daily and weekly overtime will not be paid for the same overtime

hours. Hours paid for at premium rates under one provision of this Agreement shall not be counted in determining whether overtime or other premium rate is due under any other provision thereof. In no event shall unworked funeral leave, jury duty leave or any other unworked days or hours, whether paid or unpaid, be considered time or hours worked in the computation of overtime. As an exception to the above, employees who do not work on a holiday, or who are on vacation, will have those paid hours (eight hours) counted as hours of work for purposes of computing any overtime in excess of 40 hours of work in the same payroll week.

OVERTIME DISTRIBUTION

The Company will make a reasonable effort to divide the opportunity for overtime work among the employees who normally perform such work. The hours for each employee for overtime worked and declined shall be posted at least weekly in the department. Overtime lists will be maintained and each employee will begin with zero hours at the start of each six month period. Overtime hours shall first be offered to the senior qualified employee in the overtime group at the start of each six month period.

Temporary seasonal employees, "back-up" operators, and employees temporarily assigned in a different work classification will not be considered for overtime until all regular employees in that overtime group who are at work have been given an opportunity to work the overtime. Overtime work performed outside of an employee's regular overtime classification will not be credited to that employee's overtime record.

Employees who have worked overtime will not be required to take time off for the purpose of off-setting the overtime hours worked.

If all employees within an overtime group decline to work the overtime offered, the qualified employee with the least amount of overtime worked who is at work and in that group will be required to work the overtime.

An employee who has been removed from the overtime list because of a physical restriction, or an employee who has been absent due to disability of more than 30 days duration will be charged with the average of those within his/her overtime group upon his/her return. Subject to any applicable requirements of law, no employee will be returned to work from an occupational or personal injury/illness without satisfactory medical release to perform the essential functions of their position which includes Overtime requirements. In order to provide an avenue for employees to acclimate after return, we will allow a maximum of twenty-one (21) work days of temporary restriction for work hardening.

No employee will be permitted to work more than 16 consecutive hours unless the Company is unable to make other suitable arrangements to have essential work performed.

An employee permanently transferred between overtime groups, or a new employee entering an overtime group, will be credited with the average of those within that group.

ARTICLE 29

CALL-IN PAY

An employee who has left the plant premises and who is called in to work outside his/her normal work hours shall receive call-in pay of the greater of (a) four hours pay at one and one-half (1-1/2) straight-time or (b) pay at one and one-half (1-1/2) straight-time for the hours worked. This call-in pay will cease when the employee begins to work his/her regular schedule of hours and his/her straight-time rate of pay will commence at that time.

REPORT-IN PAY

- A. An employee who is able to work and who reports for work on his/her regular schedule on time shall receive not less than four hours work, or the equivalent of four hours pay at his/her regular straight-time hourly rate at the discretion of the Company, unless prior to the scheduled time for reporting, he/she has been notified not to report. In the event an employee has failed to notify the Human Resources Department of his/her current address and telephone number, the Company shall be relieved of all responsibility for providing such work or pay to that employee.
- B. The provisions of this section do not apply if any of the following interfere with work being provided:
 - 1. Labor disputes, or
 - 2. Major breakdown of equipment, or
 - 3. Failure of utilities, or
 - 4. Other situations beyond the control of the Company.

ARTICLE 30

SHIFT DIFFERENTIAL

In addition to the established wage schedule, employees regularly assigned to scheduled shifts shall receive shift differential for the hours worked in accordance with the following:

- A. **Evening Shift**
Where the majority of the scheduled hours are between 4:00 p.m. and midnight, 31 cents per hour.
- B. Where the majority of the scheduled hours are between midnight and 8:00 a.m., 35 cents per hour.
- C. **Rotating Shift**
Where the majority of the scheduled hours are on a rotating shift, 35 cents per hour.

Applicable shift differentials are paid only for hours actually worked.

An employee must be assigned to a shift qualifying for shift differential to receive such payment. A shift worker shall receive the applicable differential for the shift on which he/she is scheduled and works even though he/she may work overtime into another shift.

A day worker working overtime will not be paid shift differential payments.

ARTICLE 31

SUNDAY PREMIUM

Employees hired before September 30, 2015 who work on Sunday will be paid the applicable straight-time hourly rate plus shift differential where applicable, plus: Four Dollars and Fifty Cents (\$4.50) per hour, for all hours worked on Sunday. Employees hired on or after September 30, 2015 will not be paid the Sunday premium.

ARTICLE 32

SEVENTH DAY WORKED

Double time (two times the applicable straight-time hourly rate plus shift differential where applicable) shall be paid for all hours worked on the seventh consecutive day worked within a payroll week.

In determining which days are to be considered “days worked” in qualifying for the above pay,

- A. Each of the nine holidays will be considered a “day worked” even though no work is performed if the holiday falls on an employee’s normally scheduled workday.
- B. Any day (other than the nine holidays) on which an employee performs no work for the Company or on which he/she works some time but less than four hours will not be counted as a “day worked.”

ARTICLE 33

FUNERAL PAY

The Company will excuse the absence of an employee due to the death of a member of his/her immediate family subject to the following conditions:

- A. Members of the employee's immediate family will include: spouse, domestic partner, parent (including a person who stood in loco parentis to the employee), parent-in-law, child (including a child for whom the employee

stands in loco parentis), sibling, grandparent, step grandparent, grandparent-in-law, step brothers and sisters, step grandchildren, aunts, uncles, grandchild, brother-in-law and sister-in-law, daughter-in-law and son-in-law.

- B. An employee who experiences a death in his/her immediate family will be allowed a maximum of four (4) calendar days of time off from regularly scheduled work and any call-ins during the period beginning with the date of death and extending through the day after burial, with no points assigned. An employee with at least three months Company Service Credit will be protected against loss of regular straight-time hourly pay for up to twenty-four (24) hours of regularly scheduled workdays during the period beginning with the date of death and extending through the day after burial.
- C. An employee who while on vacation experiences a death in his/her immediate family and is otherwise eligible for Funeral Pay per Article 33, will receive pay in lieu for such days to which he/she would have received had he/she not been on vacation.

ARTICLE 34

JURY DUTY

An employee who is called for jury duty may be excused from work upon presentation of the court notice to his/her immediate Supervisor and will be protected against loss of regular straight-time earnings under the following:

1. The employee will be paid the difference between his/her regular straight-time earnings and the amount received from the court. The statement of the amount received from the court must be submitted to the Company.
2. Jury duty pay will be granted only for those days on which the employee is normally scheduled to work.
3. If an employee reports for jury duty and is excused by the court by 11:00 a.m., the employee will be expected to report for work for the remainder of the day shift, or the entire evening shift if he/she is so scheduled.

ARTICLE 35

VACATIONS

Vacation Plan

Vacations for employees shall be in accordance with the Vacation Plan as described in Supplement 1 to this Article 35. In this Article 35 and Supplement 1, all references to "day(s)" of vacation shall mean eight (8) hours, and all references to "week(s)" of vacation shall mean forty (40) hours.

Vacation Procedures

Vacations shall be granted to eligible employees in accordance with the provisions of the Vacation Plan and subject to the following procedures:

1. An employee shall be given the opportunity to designate his/her choice of vacation dates consistent with the vacation schedule established each year and consistent with departmental vacation rules. An employee indicating in writing his/her vacation choice to his/her foreman within the time periods specified below will be given preference for available vacation dates within his/her vacation group on the basis of Plant Seniority. Choice of vacations will be completed November 1 in the prior year through January 1 in the vacation year.
2. A new employee shall be placed on the vacation schedule but not be allowed to designate his/her vacation choice(s) or take vacation until he/she is eligible to receive vacation under Section A, 1 of Supplement 1 to Article 35.
3. Should any employee be transferred from one vacation group to another after having made his/her selection, he/she will carry with him his/her vacation choices provided there is a vacation opening in that vacation group, otherwise he/she must select from available open periods.
4. A fixed shift employee who has achieved vacation eligibility may elect to take seventeen days of annual vacation one day at a time, and an employee who has achieved four weeks of vacation eligibility may elect to take nineteen days of annual vacation one day at a time, and an employee who has achieved five weeks of vacation eligibility may elect to take twenty-two days of annual vacation one day at a time, or any combination of days not to exceed four in any payroll week. Seven day rotating shift employees who have one year but less than 10 years of Company Service Credit may elect to have up to nineteen days of annual vacation one day at a time. Seven day rotating shift employees who have 10 and less than 20 years of Company Service Credit may elect to take up to twenty-one days of annual vacation one day at a time, and with twenty or more years of Company Service Credit may elect to take twenty-four days of annual vacation one day at a time. Employees may take a maximum of three one day vacation days in $\frac{1}{2}$ day increments. The week(s) defined as "bank week(s)" is subject to the following conditions:
 - a. The absence must be for a full day or days on which the employee is scheduled to work.
 - b. Employees who subsequently choose to select a one day vacation will at the time of such selection indicate which pre-scheduled week will be used as the bank week. An employee must exhaust the days in the first bank week before using days from the second bank week.
 - c. Any unused portion of vacation in the "bank week" must be taken during the period scheduled as the "bank week." The employee

must specify the days on which he/she will take the unused vacation days on his/her first regularly scheduled workday in the week prior to the "bank week."

- d. Approvals for "bank week" vacation days will be made on a "first come, first served" basis within each vacation group. Request for "bank week" vacation days will not be received more than one calendar month in advance nor later than one working day prior to the vacation period desired. If more than one request is made on the same payroll day, Plant Seniority will prevail. Such request will be made to the employee's immediate Supervisor.
- e. When work schedules permit, approval will be granted for "bank week" vacation days. In cases of sickness, injury or other warranted and unavoidable situations where absence is inevitable, the Supervisor can approve a "bank week" vacation day(s) for that absence even though no prior request has been submitted. Such request must be made during or immediately following the absence.
- f. Pay for "bank week" vacation days will not be advanced, but will be included in the regular weekly pay.
- g. If more than the allowable number of bank days of vacation are taken in error, they will be treated as excused absences without pay.

5. A rotating shift employee will schedule vacation by:

- a. Scheduling in full shift blocks (which that individual normally works).
- b. Fragmented days remaining will be scheduled in a block during succeeding choice cycles in the schedule where openings exist after all full shift blocks have been scheduled.
- c. Should the scheduled fragmented days of vacation be relinquished, those days shall be held available for rescheduling on the basis of Plant Seniority preference for up to three days. Pay for fragmented days will not be advanced, but will be included in the regular weekly pay. Carry Forward option Schedule 1, Section B -- will continue to be handled as full weeks of vacation eligibility.

6. Full weeks of scheduled vacation may be postponed during an Occupational or Non-Occupational disability, provided:

- a. The employee is under the care of a licensed physician during the disability and submits verification from the physician upon his/her return to work.
- b. The employee requests that this be done prior to the start of the payroll week(s) in which the vacation was scheduled.

7. An employee who postpones his/her vacation due to disability will be permitted to take his/her postponed vacation in any open periods the company may at its option either create additional periods for vacation or Pay in Lieu of Vacation.

SUPPLEMENT 1 TO ARTICLE 35

VACATION PLAN

The following Vacation Plan applies to all hourly employees:

A. Vacation Schedule

1. On the latter of (a) the date an employee completes six months of Company Service Credit or (b) the end of the employee's probationary period, he/she will be eligible to receive one week (40 hours) of vacation. After attainment of one year of Company Service Credit and during the remainder of that service year, he/she shall receive an additional week (40 hours) of vacation.
2. On the date an employee completes from two through four years of Company Service Credit, he/she shall receive two weeks (80 hours) of vacation.
3. On the date an employee completes from five through nine years of Company Service Credit, he/she shall receive three weeks (120 hours) of vacation.
4. On the date an employee completes from 10 through 19 years of Company Service Credit, he/she shall receive four (160 hours) weeks of vacation.
5. On the date an employee completes from 20 through 29 years of Company Service Credit, he/she shall receive five weeks (200 hours) of vacation. Effective 10/01/05, all new hires will be limited to a maximum of 5 weeks of vacation after achieving 20 years of service.
6. On the date an employee who was employed by the Company prior to 10/01/05 completes 30 or more years of Company Service Credit, he/she shall receive six weeks (240 hours) of vacation.
7. Any and all prior practices granting employees vacation in addition to that stated above (including the unwritten prior practice of granting shift employees one additional day of vacation upon achieving five years of Company Service Credit) are expressly eliminated as of September 30, 2015.

B. Employee Carry Forward Option (For employees hired before 9/30/15)

1. Vacation Eligibility Carry Forward Option Max. Number

Less than 4 weeks	No Carry Forward	0 Weeks
4 or more Weeks	1 Week per year	3 Weeks

2. The maximum amount of carried forward vacation which an employee may have to his/her credit at any time shall be three weeks (120 hours). Also, the maximum vacation taken in any calendar year shall be 12 weeks (480 hours).
3. Vacation time carried forward is not subject to payment in lieu of vacation, except upon the employee's termination.
4. Any vacation carried forward prior to 9/30/15 shall be retained by an employee; provided no Carry Forward Option shall be available to an employee until the amount of carried forward vacation credited to the employee is reduced below the three weeks (120 hours) maximum, and that maximum shall apply to future carry forward rights.
5. Employees hired after 9/30/15 shall not have any carry forward option.

C. Vacation Pay

The amount paid to an employee for a week of vacation will be the basic hourly rate plus shift differential, if any, of the job he/she held at the time the vacation was vested.

D. Vacation Season

Vacations will be scheduled by the Company as follows:

1. The vacation season may be limited to a specified period of months within the calendar year, or to a specified period of shutdown of any department, units, or jobs, or of the Plant as a whole.
2. Any vacation extending into another calendar year will be considered Current Year Vacation for the year in which it was started.
3. Except as provided in Section B above, an employee may not voluntarily postpone his/her vacation to the following calendar year.
4. It is the intention to arrange vacation time off whenever practical rather than to grant pay in lieu of such time off.
5. A day observed as a holiday occurring during an employee's vacation on which day, if it had not been a holiday, he/she would have been scheduled to work, will entitle the employee to an extra day's pay on his/her vacation allowance in lieu of holiday pay.

E. Vested Rights

An employee who completes his/her first year of Company Service Credit for a vacation with pay as set forth in this Vacation Plan shall have a vested right to that vacation on the day he/she completes one year of Company Service Credit.

An employee with one or more years of Company Service Credit shall have a vested right, as of January 1 of each year, to vacation for that calendar

year based on the employee's Company Service Credit as of that date, in accordance with Section A above. If, during the ensuing calendar year, the employee achieves a new level of Company Service Credit entitling the employee to additional vacation in accordance with Section A above, the employee shall have a vested right to such additional vacation on the date he/she achieves the required Company Service Credit.

1. Termination and Re-Employment
 - a. When an employee without initial vacation eligibility is terminated and subsequently re-employed, he/she will become entitled to a vacation whenever his/her Company Service Credit meets the eligibility requirement of the Plan.
 - b. When an employee who has attained initial vacation eligibility is terminated for any reason, he/she is entitled to receive any vested or carried forward vacation that has not been taken. If he/she is later re-employed with Company Service Credit for prior service, no vacation may be granted until he/she has accumulated six additional months of Company Service Credit, at which time he/she will again become entitled to a full Current Year Vacation. This six months may be accumulated during intermittent periods of employment. Such entitlement will not become effective until the following calendar year if it would otherwise result in duplication of Current Year Vacation.
2. Absence Due to Disability or Leave
 - a. Vacations for which an employee is eligible will not be affected by disability absence except that if an employee is absent for an entire calendar year, no vacation will be granted in such year.
 - b. An employee who takes a leave-of-absence will be treated for vacation purposes in the same manner as if he/she were terminated as of his/her last day worked. If the leave does not extend into another calendar year, however, the employee may be permitted (1) to postpone any Current Year Vacation due until after his/her return to work, and (2) retain any carried forward vacation.
 3. An employee planning to retire may not take all accumulated and unused vacation prior to the retirement date. Such an employee will be paid out all vested and unused vacation upon retirement.

F. Definition of Terms for the Purpose of Administering This Plan

Company Service Credit

This will be determined in accordance with the Company Service Credit Rules and applies to all employees, including part-time and intermittent employees.

Current Year Vacation

The vacation an employee is entitled to take during the current calendar year.

Normal Workweek

The number of hours in the regularly scheduled workweek of the individual employee as established by normal operation, and as distinguished from variations in the number of hours caused by emergency or casual overtime even though scheduled. It is agreed that the normal work week, for purposes of this Article 35, is forty (40) hours.

Termination

Quit, Discharge, Lay-off, Retirement, Death, or removal from the payroll because of Disability (as distinguished from disability absence where the employee is not removed from the payroll).

ARTICLE 36

LAY-OFF ALLOWANCE PLAN

Lay-off allowance for employees laid off because of reduction in force shall be in accordance with the Lay-Off Allowance Plan as described in Appendix B, which is incorporated into this Agreement.

ARTICLE 37

HEALTH CARE PROGRAMS

During the term of this Agreement, the same Health Care programs (medical, prescription, dental and vision, etc.) that the Company makes available from time to time to the non-bargaining unit employees of its Loudon, Tennessee plant shall be made available to the employees covered by this Agreement at the same cost structure and subject to the same terms, conditions and eligibility criteria applicable to Loudon non-bargaining unit employees.

ARTICLE 38

DISABILITY PAY PLANS

Occupational Disability

The Company will pay the medical plan premium for employees participating in the Company medical plan for up to twenty-six weeks while on occupational disability.

Non-Occupational Disability

During the term of this Agreement, the same non-occupational disability programs made available from time to time by the Company to hourly paid non-bargaining unit Viskase US employees shall be made available to the employees

covered by this Agreement at the same cost structure and subject to the same terms, conditions and eligibility criteria applicable to hourly paid non-bargaining unit Viskase US employees.

ARTICLE 39

TERMINATION ALLOWANCE PLAN

Employees with three (3) months or more of Company Service Credit whose active employment with the Company is terminated due to the permanent closing of the Loudon plant or a department thereof, shall receive a termination allowance as follows:

Company Service Credit	Payment
Under three months	No payment
3 months and under 3 years	1 week's pay
3 years and under 5 years	1-1/2 weeks' pay
5 years and under 7 years	2 weeks' pay
7 years and under 10 years	3 weeks' pay
10 years and under 11 years	4 weeks' pay
11 years and over	Same as for 10 years, plus 1/2 week additional for each additional year.

Termination Pay is not payable to an employee who terminates his/her employment voluntarily, is granted leave-of-absence or who is terminated by the Company for any reason other than those set forth above. Payments of Termination Pay may be made in lump sum.

ARTICLE 40

LEAVES OF ABSENCE

Leaves of absence under this Agreement shall be classified as either Union Leave of Absence or Personal Leave of Absence and the following procedures will apply:

A. Union Leave of Absence

1. Short Term Union Business

Upon receiving at least 15 days advance written notice from the Union a leave of absence, with no interruption in seniority, not to exceed 30 days may be granted so that the employee may conduct Union business. A maximum of six employees but not more than two from any one department may be on leave for this purpose at any one time.

2. Long Term Union Business

Upon receiving at least 30 days' advance written notice from the Union, an employee may be granted a leave of absence, with no interruption in seniority, to serve as an elected or appointed full time officer or representative of the Local or International Union. Such leave of absence shall be for a period no less than six months and no longer than one year, and shall be granted only at such time as will not interfere with operations. Leaves of absence will be renewable from year to year except when there is a bona fide business reason not to grant such renewal.

3. Pay and Benefits

An employee on leave of absence for Union service or business will not be paid by the Company. In case of a leave for long term Union service under Section A.2 above, the employee's participation in Company benefit plans will cease for the duration of the leave.

B. Personal Leaves of Absence

Upon receiving at least seven days advance written notice from an employee with six or more months of Company Service Credit stating the reason(s) for the leave, a Personal Leave of Absence may be granted, without loss of seniority, for a period not to exceed 13 calendar weeks. An employee who does not return to work at the end of the leave or extension of the leave will be considered a voluntary quit. If a curtailment occurred during the leave of absence and the employee would have been laid-off during that period, the employee will be laid-off upon return to work and will be entitled to lay-off allowance, if qualified, calculated to the employee's last day worked. This provision only applies to non-FMLA leaves of absence. Any leave of absence qualifying under the FMLA shall be subject to the terms of the Company's FMLA policy.

C. Pay and Benefits

All leaves shall be unpaid and participation in Company benefit plans will be in accordance with the rules and regulations governing such plans, except an employee on a personal leave may continue coverage under the Medical Plan and Dental Program by paying the full amount of premiums.

- D. The Company reserves the right to refuse to grant any leave of absence after considering the purpose of the leave and the necessity to maintain the skills required for a safe and economical operation of the plant.
- E. If the intent of this provision is violated in any way, the employee shall be considered a voluntary termination effective with the last day worked.

ARTICLE 41

GENERAL

SAFETY AND HEALTH

The Company shall institute and maintain all reasonable and necessary precautions for safeguarding the health and safety of its employees. Both the

Company and the Union recognize their respective obligations to assist in the prevention, correction, and elimination of all unsafe working conditions and unsafe acts through encouraging employees to follow established rules and regulations. Protective devices, special wearing apparel, and other equipment necessary to protect employees from injury while at work as determined by the Company will be provided by the Company.

The Company will provide three safety glass providers to provide approved safety glasses up to \$200 every two years.

The Safety Shoe Allowance will be \$125.00 per calendar year. The Company will pay to each active employee covered by this Agreement the Safety Shoe Allowance via payroll no later than February 15 of each year.

The Company will provide, pay for, and furnish launder service for employee uniforms. The Company will determine the uniform requirements, taking into consideration special needs of certain job categories and food safety requirements. Once implemented, all employees must wear approved uniforms, may not modify them, and will be responsible for non-work-wear damage and destruction. The Company will endeavor to implement uniforms by January 2021, subject to any delays in design, production or delivery.

The Drug and Alcohol policies, and all other workplace safety and health policies adopted from time to time by the Company that are made applicable to Viskase US employees shall apply to employees covered by this Agreement.

COMPANY SERVICE CREDIT

Company Service Credit is based upon employment by the Company and by any Subsidiary Company of the Company and by any predecessor Company of a Subsidiary and by any Company acquired by the Corporation or by any Subsidiary thereof.

Company Service Credit of all employees who were on the payroll on the date the Company Retirement Plan became effective has been established with respect to their employment subsequent to that date and Company Service Credit of all new employees hired after that date will be determined under the following rules:

- A. In case an employee receives salary, wages, or commission, from one Subsidiary of the Company, without interruption, his/her Company Service Credit begins as of the date such salary, wages, or commission becomes effective.
- B. In case an employee is laid off by the Company on account of reduction in force and through no fault of his/her own. If such layoff continues, not more than three consecutive years, Company Service Credit will be given for service prior to such layoff.
- C. In case of absence caused by temporary suspension of work (other than "layoff" as in paragraph "B" above), disability or absence-with-leave which is authorized by the Management, employment for Company Service Credit purposes will be considered as continuous without any deduction if it does not exceed three months. However, in case such absence does

exceed three months, the period of absence in excess of three months will not be considered as Company Service unless otherwise authorized by the Management. If an employee who is thus absent fails to return to work when able to do so at the time designated by the Company, he/she will be considered as voluntarily terminating his/her employment and his/her Company Service Credit shall end as of the date on which his/her absence commenced.

- D. In case of rehire subsequent to voluntary termination of employment, credit will be given for service only since last date of rehire within three months after his/her voluntary termination and the Management deems it to be in the interest of the Company to authorize credit for service prior to such voluntary termination.
- E. In case of rehire or reinstatement subsequent to discharge for cause or resignation at the Company' request credit will be given for service only since last date of rehire or reinstatement by the Company, unless otherwise authorized by the Management.
- F. An employee on the active payroll February 14, 1986, or rehired thereafter, who had been credited with Company Service Credit for one or more periods of prior employment but who had lost such credit because of (a) a layoff lasting for more than three years, or (b) termination for any other cause, will have prior Company Service Credit restored upon completing a total of two years of currently accredited Company Service Credit following reemployment.

PENSION PLAN

The Pension Plan established by the February 11, 1986 agreement by and between Viskase Corporation and the Union which was frozen on December 31, 2010 shall remain frozen. The pension benefits each participant had earned as of December 31, 2010 shall be assured and maintained by the Company. Employees hired after December 31, 2010 shall not be eligible to participate in the Pension Plan.

The obligation of the Company to maintain the Pension Plan, as herein provided, is subject to the requirement that approval by the Internal Revenue Service for the amended Plan is received and maintained continuously as:

- A. Qualifying under Section 401 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted); and
- B. Entitling the Company to deduction for payments under the Plan pursuant to Section 404 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted).

In the event that any revision in the Pension Plan is necessary to receive and maintain such approval or to meet the requirements of any other applicable law, the Company and the Union shall resume negotiations for the purpose of reaching agreement on such revision, it being understood that such revision shall

be held to minimum, adhering as closely as possible to the intent expressed in the Pension Plan and in this Agreement. The Pension Plan referred to in this Agreement shall be non-contributory.

LIFE INSURANCE

The same Life Insurance benefit program or programs adopted from time to time by the Company for hourly paid non-bargaining unit employees shall be made available to employees covered by this Agreement.

Supplemental dependent life insurance: The Company will provide a voluntary employee paid Supplemental Life Insurance Plan for Spouse and dependents and will provide a payroll deduction for this program.

EMPLOYEE BENEFITS SYSTEM (EBS) PROGRAMS

Company will allow payroll deduction for Employee Benefit Systems, Inc. (EBS) Supplemental Insurance Programs of Life Insurance, Critical Illness Insurance, Disability Insurance and Accidental Insurance. Enrollment will be held on an annual basis. Representatives for EBS will be present at the beginning and end of various shifts for employees to learn about their programs. Enrollment will be on the employee's own time.

BULLETIN BOARDS

The Company agrees to furnish and maintain on its property two bulletin boards for the exclusive use of the Union.

Posting on these boards by the Union shall be restricted to the following:

1. Notices of Union recreational and social affairs.
2. Notices of Union elections, appointments, and results of elections.
3. Notices of Union meetings.
4. A copy of all notices will be submitted to the Human Resources Department.
5. No notice will be posted that is detrimental to the Company.

SAVINGS CLAUSE

In the event any portion of this Agreement is invalidated by an existing or subsequent legislation or by any award of the court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated, and all remaining portions of this Agreement shall remain in full force and effect.

ELECTION OFFICIAL PAY

An employee officially appointed to serve as an election official in a Federal, State, County, or Municipal election shall, upon proper verification to the Company of the appointment, be excused from work and shall receive the

difference between the pay he/she receives for such service and his/her regular straight-time hourly rate for the period excused from work.

MILITARY SERVICE

Both parties will abide by and comply with all applicable Federal and State laws, executive orders, rules and regulations applying to the reemployment of employees who entered the armed forces of the United States.

ABSENTEE CONTROL PROGRAM

The Absentee Control Program set out in Appendix C is incorporated into this Agreement.

MEMORANDA OF UNDERSTANDING

The Memoranda of Understanding or Agreement set out in Appendix D are incorporated into this Agreement.

ARTICLE 42

TERM OF CONTRACT

This contract shall become effective as of 12:01 p.m. Eastern time, September 30, 2020, and its terms and conditions shall continue in effect until noon Eastern time, September 30, 2025, and shall automatically continue thereafter during annual periods unless either party notifies the other in writing not less than sixty (60) days prior to the expiration that a discontinuance or modification is desired. In the event of such notification, negotiations between the parties will begin not less than thirty (30) days prior to the expiration date.

The Table of Hourly Rates as set forth in Appendix A - Table 1, shall become effective 12:01 p.m., October 4, 2020 and remain in effect until the time of commencement of the payroll week for the respective employee on Sunday, October 3, 2021; the Table of Hourly Rates as set forth in Appendix A - Table 2, will remain in effect from Sunday, October 3, 2021 at the time noted above until the time of commencement of the payroll week for the respective employee on Sunday, October 2, 2022; the Table of Hourly Rates as set forth in Appendix A - Table 3, will remain in effect from Sunday, October 2, 2022 at the time noted above until the time of commencement of the payroll week for the respective employee on Sunday, October 1, 2023; the Table of Hourly Rates as set forth in Appendix A - Table 4, will remain in effect from Sunday, October 1, 2023 at the time noted above until the time of commencement of the payroll week for the respective employee on Sunday, September 29, 2024; the Table of Hourly Rates as set forth in Appendix A - Table 5, will remain in effect from Sunday, September 29, 2024 and continue in effect for the balance of this contract.

In the event of a stoppage of work on the expiration of this contract, the Union agrees that the employees will complete actual work in process and will conduct an orderly shutdown and cleaning of equipment to make possible a prompt resumption of operations when differences are settled. The foregoing sentence shall survive the expiration of this Agreement.

The Company and the Union agree and commit that they will, on the day of the third anniversary of this Agreement, or such other date as either party requests, mutually sign and execute a written amendment to this Agreement, which expressly reaffirms this Agreement for its remaining stated term.

[Signature Page Follows]

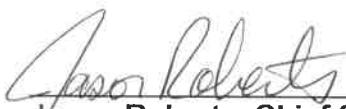
In witness whereof, each of the parties hereto has caused this contract to be signed by its duly authorized representatives as of the day and year first above written.

**INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO
LOCAL LODGE 2544**

UNION



Billy Huffman, President



Jason Roberts, Chief Steward



Mark Richesin, Vice President



Mitch Stripling



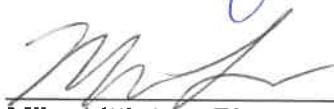
F. Keith McFarland, Business
Representative IAM District 711

**VISKASE COMPANIES, INC.
LOUDON, TENNESSEE**

COMPANY



John Whitley, Plant Manager



Mike Littleton, Plant Engineer



Dennis Brennan, Global Director of
Engineering & Safety



Jeff Bowen, Vice President and Chief
People Officer



Michael D. Schenker, EVP, General
Counsel & Chief Administrative Officer

APPENDIX A
WAGE TABLES

APPENDIX A – TABLE 1
LOUDON PLANT
TABLE OF HOURLY RATES
EFFECTIVE 12:01 PM – 10/4/2020

LABOR GRADE		JOB CLASSIFICATION WAGE PROGRESSION SCHEDULE							Footnote
		START	3 MOS.	6 MOS.	12 MOS.	18 MOS.	24 MOS.	36 MOS.	
1	(Vacant)	15.90	16.39	16.94	17.55	18.22	20.39	21.27	
2	(Vacant)	16.15	16.61	17.26	17.82	18.34	20.55	21.39	
3	(Vacant)	16.29	16.84	17.37	17.90	18.49	20.85	21.62	
4	(Vacant)	16.86	17.37	17.98	18.55	19.18	21.57	22.44	
5	(Vacant)	17.19	17.82	18.40	19.01	19.65	22.11	22.96	
6	LABORER	17.37	17.99	18.61	19.25	19.86	22.38	23.26	
7	MAINT. HELP	17.69	18.36	18.97	19.60	20.22	22.76	23.67	
8	STORES ATTENDANT	18.01	18.64	19.31	19.92	20.55	23.14	24.10	
	POWERHOUSE HELPER; MATERIAL HANDLER;	18.40	19.06	19.79	20.44	21.12	23.77	24.74	
9	DRY END OPER.*; WET END OPER.*; CEDA SERV. OPER.	18.55	19.21	19.94	20.59	21.27	23.92	24.89	2
	DRY END OPER.*; WET END OPER.*	18.70	19.36	20.09	20.74	21.42	24.07	25.04	1 & 2
10	SHIP. & REC. CLERK	18.59	19.31	19.95	20.72	21.37	24.05	25.01	
	CHEMICAL OPER.	18.74	19.46	20.10	20.87	21.52	24.20	25.16	2
11	STOREKEEPER	18.97	19.61	20.28	20.91	21.64	24.33	25.34	
	MAINT. MECH. "C"; TANK UNLOADER; NOZZLE SHOP ASSEMBLER	19.20	19.88	20.51	21.25	21.96	24.68	25.65	
12	V.R.R. OPER.; SOLUTION OPER.; DYE VAT OPER.; EXTRUSION OPER	19.35	20.03	20.66	21.40	22.11	24.83	25.80	2
	EXTRUSION OPER.*	19.50	20.18	20.81	21.55	22.26	24.98	25.95	1 & 2
13	(Vacant)	19.52	20.22	20.90	21.64	22.33	25.11	26.11	
14	MAINT. MECH. "B", ELECTRIC MECHANIC "B", MACHINIST GENERAL "B"; PIPEFITTER-WELDER "B", POWERHOUSE OPER."B"	19.92	20.72	21.38	22.11	22.81	25.65	26.71	
15	(Vacant)	20.22	20.90	21.67	22.45	23.16	26.09	27.12	
16	(Vacant)	20.50	21.31	22.02	22.80	23.53	26.44	27.49	
17	BUILDING & GROUNDS MECHANIC	21.13	21.92	22.69	23.50	24.29	27.39	28.47	
18	(Vacant)	21.37	22.19	22.96	23.82	24.67	27.75	28.87	
	POWERHOUSE OPER. A	21.62	22.44	23.21	24.07	24.92	28.00	29.12	3
19	"MAINT MECH. "A"; "GENERAL, PIPEFITTER-WELDER"; MACHINIST; ELECT. MECH - "A"; PIPEFITTER-WELDER-FABRICATOR	21.84	22.76	23.63	24.61	25.57	29.91	31.25	
	SHIFT MECHANIC	22.09	23.01	23.88	24.86	25.82	30.16	31.50	4

Footnote:

1. Dry End Oper.; Wet End Oper.; Extrusion Oper.; Working Machines #7, 8, & 9 will be paid an additional rate of 15 cents per hour which is included in the rates shown above
2. All CEDA classifications will be paid an additional rate of 15 cents per MOU 12/11/12, which is included in the rates shown above
3. Powerhouse Operators in LG 18 will be paid an additional rate of 25 cents per hour, per MOU 11/20/17, which is included in the rates shown above
4. Shift Mechanics will be paid a rate of 25 cents above other Labor Grade 19 classifications, which is included in the rates shown above

APPENDIX A – TABLE 2
LOUDON PLANT
TABLE OF HOURLY RATES
EFFECTIVE 12:01 PM – 10/3/2021

LABOR GRADE		JOB CLASSIFICATION WAGE PROGRESSION SCHEDULE						Footnote
		START	3 MOS.	6 MOS.	12 MOS.	18 MOS.	24 MOS.	
1	(Vacant)	16.30	16.80	17.36	17.99	18.68	20.90	21.80
2	(Vacant)	16.55	17.03	17.69	18.27	18.80	21.06	21.92
3	(Vacant)	16.70	17.26	17.80	18.35	18.95	21.37	22.16
4	(Vacant)	17.28	17.80	18.43	19.01	19.66	22.11	23.00
5	(Vacant)	17.62	18.27	18.86	19.49	20.14	22.66	23.53
6	LABORER	17.80	18.44	19.08	19.73	20.36	22.94	23.84
7	MAINT. HELP	18.13	18.82	19.44	20.09	20.73	23.33	24.26
8	STORES ATTENDANT	18.46	19.11	19.79	20.42	21.06	23.72	24.70
9	POWERHOUSE HELPER; MATERIAL HANDLER;	18.86	19.54	20.28	20.95	21.65	24.36	25.36
	DRY END OPER.*; WET END OPER.*; CEDA SERV. OPER.	19.01	19.69	20.43	21.10	21.80	24.51	25.51
	DRY END OPER.*; WET END OPER.*	19.16	19.84	20.58	21.25	21.95	24.66	25.66
10	SHIP. & REC. CLERK	19.05	19.79	20.45	21.24	21.90	24.65	25.64
	CHEMICAL OPER.	19.20	19.94	20.60	21.39	22.05	24.80	25.79
11	STOREKEEPER	19.44	20.10	20.79	21.43	22.18	24.94	25.97
12	MAINT. MECH. "C"; TANK UNLOADER; NOZZLE SHOP ASSEMBLER	19.68	20.38	21.02	21.78	22.51	25.30	26.29
	V.R.R. OPER.; SOLUTION OPER.; DYE VAT OPER.; EXTRUSION OPER	19.83	20.53	21.17	21.93	22.66	25.45	26.44
	EXTRUSION OPER.*	19.98	20.68	21.32	22.08	22.81	25.60	26.59
13	(Vacant)	20.01	20.73	21.42	22.18	22.89	25.74	26.76
14	MAINT. MECH. "B", ELECTRIC MECHANIC "B", MACHINIST GENERAL "B"; PIPEFITTER-WELDER "B", POWERHOUSE OPER."B"	20.42	21.24	21.91	22.66	23.38	26.29	27.38
15	(Vacant)	20.73	21.42	22.21	23.01	23.74	26.74	27.80
16	(Vacant)	21.01	21.84	22.57	23.37	24.12	27.10	28.18
17	BUILDING & GROUNDS MECHANIC	21.66	22.47	23.26	24.09	24.90	28.07	29.18
18	(Vacant)	21.90	22.74	23.53	24.42	25.29	28.44	29.59
	POWERHOUSE OPER. A	22.15	22.99	23.78	24.67	25.54	28.69	29.84
19	"MAINT MECH. "A"; "GENERAL, PIPEFITTER-WELDER"; MACHINIST; ELECT. MECH - "A"; PIPEFITTER-WELDER-FABRICATOR	22.39	23.33	24.22	25.23	26.21	30.66	32.03
	SHIFT MECHANIC	22.64	23.58	24.47	25.48	26.46	30.91	32.28
								4
Footnote: <ol style="list-style-type: none"> 1. Dry End Oper.; Wet End Oper.; Extrusion Oper.; Working Machines #7, 8, & 9 will be paid an additional rate of 15 cents per hour which is included in the rates shown above 2. All CEDA classifications will be paid an additional rate of 15 cents per MOU 12/11/12, which is included in the rates shown above 3. Powerhouse Operators in LG 18 will be paid an additional rate of 25 cents per hour, per MOU 11/20/17, which is included in the rates shown above 4. Shift Mechanics will be paid a rate of 25 cents above other Labor Grade 19 classifications, which is included in the rates shown above 								

APPENDIX A – TABLE 3
LOUDON PLANT

TABLE OF HOURLY RATES
EFFECTIVE 12:01 PM – 10/2/2022

LABOR GRADE		JOB CLASSIFICATION WAGE PROGRESSION SCHEDULE							Footnote
		START	3 MOS.	6 MOS.	12 MOS.	18 MOS.	24 MOS.	36 MOS.	
1	(Vacant)	16.63	17.14	17.71	18.35	19.05	21.32	22.24	
2	(Vacant)	16.88	17.37	18.04	18.64	19.18	21.48	22.36	
3	(Vacant)	17.03	17.61	18.16	18.72	19.33	21.80	22.60	
4	(Vacant)	17.63	18.16	18.80	19.39	20.05	22.55	23.46	
5	(Vacant)	17.97	18.64	19.24	19.88	20.54	23.11	24.00	
6	LABORER	18.16	18.81	19.46	20.12	20.77	23.40	24.32	
7	MAINT. HELP	18.49	19.20	19.83	20.49	21.14	23.80	24.75	
8	STORES ATTENDANT	18.83	19.49	20.19	20.83	21.48	24.19	25.19	
9	POWERHOUSE HELPER; MATERIAL HANDLER;	19.24	19.93	20.69	21.37	22.08	24.85	25.87	
	DRY END OPER.*; WET END OPER.*; CEDA SERV. OPER.	19.39	20.08	20.84	21.52	22.23	25.00	26.02	2
	DRY END OPER.*; WET END OPER.*	19.54	20.23	20.99	21.67	22.38	25.15	26.17	1 & 2
10	SHIP. & REC. CLERK	19.43	20.19	20.86	21.66	22.34	25.14	26.15	
	CHEMICAL OPER.	19.58	20.34	21.01	21.81	22.49	25.29	26.30	2
11	STOREKEEPER	19.83	20.50	21.21	21.86	22.62	25.44	26.49	
12	MAINT. MECH. "C"; TANK UNLOADER; NOZZLE SHOP ASSEMBLER	20.07	20.79	21.44	22.22	22.96	25.81	26.82	
	V.R.R. OPER.; SOLUTION OPER.; DYE VAT OPER.; EXTRUSION OPER	20.22	20.94	21.59	22.37	23.11	25.96	26.97	2
	EXTRUSION OPER.*	20.37	21.09	21.74	22.52	23.26	26.11	27.12	1 & 2
13	(Vacant)	20.41	21.14	21.85	22.62	23.35	26.25	27.30	
14	MAINT. MECH. "B", ELECTRIC MECHANIC "B", MACHINIST GENERAL "B"; PIPEFITTER-WELDER "B", POWERHOUSE OPER."B"	20.83	21.66	22.35	23.11	23.85	26.82	27.93	
15	(Vacant)	21.14	21.85	22.65	23.47	24.21	27.27	28.36	
16	(Vacant)	21.43	22.28	23.02	23.84	24.60	27.64	28.74	
17	BUILDING & GROUNDS MECHANIC	22.09	22.92	23.73	24.57	25.40	28.63	29.76	
18	(Vacant)	22.34	23.19	24.00	24.91	25.80	29.01	30.18	
	POWERHOUSE OPER. A	22.59	23.44	24.25	25.16	26.05	29.26	30.43	3
19	"MAINT MECH. "A"; "GENERAL, PIPEFITTER-WELDER"; MACHINIST; ELECT. MECH - "A"; PIPEFITTER-WELDER-FABRICATOR	22.84	23.80	24.70	25.73	26.73	31.27	32.67	
	SHIFT MECHANIC	23.09	24.05	24.95	25.98	26.98	31.52	32.92	4
<p>Footnote:</p> <ol style="list-style-type: none"> 1. Dry End Oper.; Wet End Oper.; Extrusion Oper.; Working Machines #7, 8, & 9 will be paid an additional rate of 15 cents per hour which is included in the rates shown above 2. All CEDA classifications will be paid an additional rate of 15 cents per MOU 12/11/12, which is included in the rates shown above 3. Powerhouse Operators in LG 18 will be paid an additional rate of 25 cents per hour, per MOU 11/20/17, which is included in the rates shown above 4. Shift Mechanics will be paid a rate of 25 cents above other Labor Grade 19 classifications, which is included in the rates shown above 									

APPENDIX A – TABLE 4
LOUDON PLANT
TABLE OF HOURLY RATES
EFFECTIVE 12:01 PM – 10/1/2023

LABOR GRADE		JOB CLASSIFICATION WAGE PROGRESSION SCHEDULE						Footnote
		START	3 MOS.	6 MOS.	12 MOS.	18 MOS.	24 MOS.	
1	(Vacant)	16.88	17.40	17.98	18.63	19.34	21.64	22.57
2	(Vacant)	17.13	17.63	18.31	18.92	19.47	21.80	22.70
3	(Vacant)	17.29	17.87	18.43	19.00	19.62	22.13	22.94
4	(Vacant)	17.89	18.43	19.08	19.68	20.35	22.89	23.81
5	(Vacant)	18.24	18.92	19.53	20.18	20.85	23.46	24.36
6	LABORER	18.43	19.09	19.75	20.42	21.08	23.75	24.68
7	MAINT. HELP	18.77	19.49	20.13	20.80	21.46	24.16	25.12
8	STORES ATTENDANT	19.11	19.78	20.49	21.14	21.80	24.55	25.57
9	POWERHOUSE HELPER; MATERIAL HANDLER;	19.53	20.23	21.00	21.69	22.41	25.22	26.26
	DRY END OPER.*; WET END OPER.*; CEDA SERV. OPER.	19.68	20.38	21.15	21.84	22.56	25.37	26.41
	DRY END OPER.*; WET END OPER.*	19.83	20.53	21.30	21.99	22.71	25.52	26.56
10	SHIP. & REC. CLERK	19.72	20.49	21.17	21.98	22.68	25.52	26.54
	CHEMICAL OPER.	19.87	20.64	21.32	22.13	22.83	25.67	26.69
11	STOREKEEPER	20.13	20.81	21.53	22.19	22.96	25.82	26.89
12	MAINT. MECH. "C"; TANK UNLOADER; NOZZLE SHOP ASSEMBLER	20.37	21.10	21.76	22.55	23.30	26.20	27.22
	V.R.R. OPER.; SOLUTION OPER.; DYE VAT OPER.; EXTRUSION OPER.	20.52	21.25	21.91	22.70	23.45	26.35	27.37
	EXTRUSION OPER.*	20.67	21.40	22.06	22.85	23.60	26.50	27.52
13	(Vacant)	20.72	21.46	22.18	22.96	23.70	26.64	27.71
14	MAINT. MECH. "B", ELECTRIC MECHANIC "B", MACHINIST GENERAL "B"; PIPEFITTER-WELDER "B", POWERHOUSE OPER. "B"	21.14	21.98	22.69	23.46	24.21	27.22	28.35
15	(Vacant)	21.46	22.18	22.99	23.82	24.57	27.68	28.79
16	(Vacant)	21.75	22.61	23.37	24.20	24.97	28.05	29.17
17	BUILDING & GROUNDS MECHANIC	22.42	23.26	24.09	24.94	25.78	29.06	30.21
18	(Vacant)	22.68	23.54	24.36	25.28	26.19	29.45	30.63
	POWERHOUSE OPER. A	22.93	23.79	24.61	25.53	26.44	29.70	30.88
19	"MAINT MECH. "A"; "GENERAL, PIPEFITTER-WELDER"; MACHINIST; ELECT. MECH - "A"; PIPEFITTER-WELDER-FABRICATOR	23.18	24.16	25.07	26.12	27.13	31.74	33.16
	SHIFT MECHANIC	23.43	24.41	25.32	26.37	27.38	31.99	33.41

Footnote:

1. Dry End Oper.; Wet End Oper.; Extrusion Oper.; Working Machines #7, 8, & 9 will be paid an additional rate of 15 cents per hour which is included in the rates shown above
2. All CEDA classifications will be paid an additional rate of 15 cents per MOU 12/11/12, which is included in the rates shown above
3. Powerhouse Operators in LG 18 will be paid an additional rate of 25 cents per hour, per MOU 11/20/17, which is included in the rates shown above
4. Shift Mechanics will be paid a rate of 25 cents above other Labor Grade 19 classifications, which is included in the rates shown above

APPENDIX A – TABLE 5
LOUDON PLANT
TALBE OF HOURLY RATES
EFFECTIVE 12:01 PM – 9/29/2024

LABOR GRADE		JOB CLASSIFICATION WAGE PROGRESSION SCHEDULE						Footnote
		START	3 MOS.	6 MOS.	12 MOS.	18 MOS.	24 MOS.	
1	(Vacant)	17.13	17.66	18.25	18.91	19.63	21.96	22.91
2	(Vacant)	17.39	17.89	18.58	19.20	19.76	22.13	23.04
3	(Vacant)	17.55	18.14	18.71	19.29	19.91	22.46	23.28
4	(Vacant)	18.16	18.71	19.37	19.98	20.66	23.23	24.17
5	(Vacant)	18.51	19.20	19.82	20.48	21.16	23.81	24.73
6	LABORER	18.71	19.38	20.05	20.73	21.40	24.11	25.05
7	MAINT. HELP	19.05	19.78	20.43	21.11	21.78	24.52	25.50
8	STORES ATTENDANT	19.40	20.08	20.80	21.46	22.13	24.92	25.95
9	POWERHOUSE HELPER; MATERIAL HANDLER;	19.82	20.53	21.32	22.02	22.75	25.60	26.65
	DRY END OPER.*; WET END OPER.*; CEDA SERV. OPER.	19.97	20.68	21.47	22.17	22.90	25.75	26.80
10	DRY END OPER.*; WET END OPER.*	20.12	20.83	21.62	22.32	23.05	25.90	26.95
	SHIP. & REC. CLERK	20.02	20.80	21.49	22.31	23.02	25.90	26.94
11	CHEMICAL OPER.	20.17	20.95	21.64	22.46	23.17	26.05	27.09
	STOREKEEPER	20.43	21.12	21.85	22.52	23.30	26.21	27.29
12	MAINT. MECH. "C"; TANK UNLOADER; NOZZLE SHOP ASSEMBLER	20.68	21.42	22.09	22.89	23.65	26.59	27.63
	V.R.R. OPER.; SOLUTION OPER.; DYE VAT OPER.; EXTRUSION OPER	20.83	21.57	22.24	23.04	23.80	26.74	27.78
	EXTRUSION OPER.*	20.98	21.72	22.39	23.19	23.95	26.89	27.93
13	(Vacant)	21.03	21.78	22.51	23.30	24.06	27.04	28.13
14	MAINT. MECH. "B", ELECTRIC MECHANIC "B", MACHINIST GENERAL "B"; PIPEFITTER-WELDER "B", POWERHOUSE OPER."B"	21.46	22.31	23.03	23.81	24.57	27.63	28.78
15	(Vacant)	21.78	22.51	23.33	24.18	24.94	28.10	29.22
16	(Vacant)	22.08	22.95	23.72	24.56	25.34	28.47	29.61
17	BUILDING & GROUNDS MECHANIC	22.76	23.61	24.45	25.31	26.17	29.50	30.66
18	(Vacant)	23.02	23.89	24.73	25.66	26.58	29.89	31.09
	POWERHOUSE OPER. A	23.27	24.14	24.98	25.91	26.83	30.14	31.34
19	"MAINT MECH. "A"; "GENERAL, PIPEFITTER-WELDER"; MACHINIST; ELECT. MECH - "A"; PIPEFITTER-WELDER-FABRICATOR	23.53	24.52	25.45	26.51	27.54	32.22	33.66
	SHIFT MECHANIC	23.78	24.77	25.70	26.76	27.79	32.47	33.91

Footnote:

1. Dry End Oper.; Wet End Oper.; Extrusion Oper.; Working Machines #7, 8, & 9 will be paid an additional rate of 15 cents per hour which is included in the rates shown above
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3. Powerhouse Operators in LG 18 will be paid an additional rate of 25 cents per hour, per MOU 11/20/17, which is included in the rates shown above
4. Shift Mechanics will be paid a rate of 25 cents above other Labor Grade 19 classifications, which is included in the rates shown above

APPENDIX B

LAY-OFF ALLOWANCE

Section 1

Lay-off allowance is intended to assist an employee laid off on account of lack of work, pending the location of another position, or during the waiting period for State Unemployment Compensation Benefits.

Section 2

A lay-off allowance is payable to an employee who has three months or more Company Service Credit and who is laid off on account of lack of work, unless: (a) the lay-off is caused by a temporary suspension of work, (b) the employee was hired for intermittent or casual work, (c) the employee was hired as a temporary worker for a limited time or specified project.

Section 3

A lay-off allowance is not payable to an employee who terminates his/her employment voluntarily, who is discharged, who resigns by Company request, or who is granted leave-of-absence.

Section 4

Payments of lay-off allowances will be made by the regular Paymaster on the regular pay days during the respective periods authorized.

Section 5

In case an employee is reemployed by the Company after he/she has been paid lay-off allowance, his/her Company Service Credit for any subsequent lay-off allowance consideration shall start from the date of such reemployment. An employee who is recalled before he/she has been paid his/her entire lay-off benefits, shall have such unpaid balance credited to him in the event of a subsequent lay-off.

Section 6

Lay-off allowance will be paid to an employee eligible therefore in accordance with the following schedule. The amount payable will be calculated as follows:

- a. The lay-off allowance will be computed on the basis of the employee's straight-time hourly rate for the regularly scheduled workweek in effect at the time of lay-off.

Company Service Credit	Lay-off Allowance
Under three months' service	No allowance
3 months and under 3 years' service	1 week's pay
3 years' and under 5 years' service	1-1/2 week's pay
5 years' and under 7 years' service	2 weeks' pay
7 years' and under 10 years' service	3 weeks' pay

10 years' service 11 years' and over	4 weeks' pay Same as for 10 years plus 1/2 week additional for each year of service
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Section 7

It is agreed that a lay-off allowance will not be paid to an employee upon retirement.

APPENDIX C

ABSENTEE CONTROL PROGRAM

Regular attendance and punctuality by all Viskase Companies, Inc. employees is necessary for the successful operation of our Company. Everyone is expected to report to work on time, complete the full shift and be regular in attendance. Each employee is responsible to keep the Company informed of expected absences and the length of the absence.

If an illness or some other compelling reason necessitates absence from work or tardiness, the employee must notify his/her Supervisor indicating the expected duration of the absence. Such information is needed by Supervision to arrange for proper coverage of all jobs. Notification should be as early as possible, but no later than one hour, before the scheduled starting time. Further in order to receive disability pay and apply for FMLA the employee must call the designated third-party administrator.

Department call in numbers are provided to each employee during orientation and are available in Human Resources. When a number changes the Company will notify employees and issue a new list of call in numbers.

Management recognizes its responsibility to maintain regular attendance from all its employees and to help those with absence problems to improve or be removed from the payroll. To meet this responsibility fairly and consistently, the following policy will be used.

Our Program

There are three types of absences from work:

- I. Reported Absence – When you have notified a department supervisor at least one hour in advance of your scheduled starting time of your absence or expected tardiness.
 - a. Texting is the preferred/best means of notification. All department supervisor company cell phones will be listed on the standard communication bulletin board.
- II. Unreported Absence – When you fail to notify a department supervisor at least one hour in advance of your scheduled start time or are late without

notification. Unreported absences of three (3) workdays or more will be considered a voluntary resignation – without notice.

III Excused Absence – Any absence due to jury duty, occupational injury or illness, funeral leave, military leave, FMLA leave or any approved leaves of absence. Points will be assigned to gauge an employee's absences on a fair and consistent basis as follows:

<u>Reported Absences</u>		
	<u>Points for 12 Hour Shifts</u>	<u>Points for 8 Hour Shifts</u>
Sick with Dr. Statement	1.0 Regardless of days involved	1.0 Regardless of days involved
Sick with no Dr. Statement	1.5 Per day of absence	1.0 Per day of absence
Personal Business	1.5 Per day of absence	1.0 Per day of absence
Late or leave early	0.5 Per occurrence	0.5 Per occurrence
<u>Unreported Absences</u>		
	<u>Points for 12 Hour Shifts</u>	<u>Points for 8 Hour Shifts</u>
Absences with no call-in	6.0 Per day of absence	4.0 Per day of absence
Late with no call-in	1.5 Per occurrence	1.0 Per occurrence

Leave early or late differentiate between half shift – one point if more than half the shift $\frac{1}{2}$ point if less than half the shift

<u>Excused Absences</u>	<u>Points</u>
Approved Leaves of Absences	0
Occupational Injury or Illness	0
Approved Funeral Leave	0
Approved Military Leave	0
Approved Jury Duty	0
FMLA leave	0

Corrective Action Plan

No corrective disciplinary action will be taken unless an employee accumulates four or more points in the program year*.

4 Points - Oral warning and review of Absentee Control Program.

7 Points - Written warning and review of Absentee Control Program.

10 Points - 24 hours of unpaid disciplinary layoff and review of Absentee Control Program.

12 Points - Discharge.

*Program year will run from March 1 to the last day of February of the following year.

FMLA Leave Exemption

Absences that qualify for FMLA coverage will not accumulate points under the reported absences provision of this policy until that employee has taken his/her full FMLA allotment of up to 12 weeks in a 12-month period. The 12-month period is measured in accordance with FMLA requirements.

Reduction In Accumulated Points

Employees not charged any points for a 60 calendar day period will have their accumulated total reduced by 2 points for 8 hour shift schedules or 3 points for 12 hour shift schedules. The resulting reductions cannot go below zero.

Guidelines

If any employee does not reduce his/her points to four (4) points or below by the end of the program year, the points will accrue into the next program year. On March 01 of each calendar year, the total points above 4 will be prorated to the new point increments.

APPENDIX D

MEMORANDA OF UNDERSTANDING

Memorandum of Understanding #1 CEDA Temporary Assignment (09/02/01)

To address consistency, if the Company has adequate notification, it will move temporarily assigned employees back to their original classification with the exception of coverage for VRR, Solution House and Barratte Room. Also, if the Company determines an employee is in a critical step in training for a job, he/she will stay in that training for consistency and safety reasons.

Adequate Notification means the Company knows about an upcoming absence before the shift leaves its last day at work. Calling in the day of absence is not adequate notification.

Employees temporarily assigned 4 to 7 consecutive days will have the option of being averaged in or making up their lost overtime when the T.A. is over. Assignments of 9 or more consecutive days will be averaged in.

The Company will follow Article 21 as it pertains to length of assignment and seniority. Company must have the ability to assign people when and where we need them. As appropriate, Company will continue the current program for rotating through a classification that has more than one back-up for the same job.

The Company will continue to make every effort to prevent an employee from working 16 hours, which may override the above.

Memorandum of Understanding #3 (09/16/01)

When the company determines that the appropriate conditions exist, "N" Days will continue to be offered in accordance with our current "N" Day policy.

Memorandum of Understanding #4 (09/16/01)

As always, the company maintains the right to assign its employees and establish overtime required. However, the company is willing to allow Shops (shift mechanic) and Power House coverage employees to work with their supervisors in choosing between working the day or being "dogged Off". It is understood that this agreement is subject to change due to safety, production requirements, business conditions, manpower availability, etc.

Memorandum of Understanding #6 (09/16/01)

When the Company has a need to call employees at home the Company must speak directly to the employee in order to decide whether or not the employee wishes to accept or decline hours of overtime.

Memorandum of Understanding #1 (09/16/05)

Company agrees when a production employee is assigned out of his/her classification to cover another classification for reviewing JSA's, the employee will not be returned to his/her classification for daily overtime, if assignment is for four or more hours.

Memorandum of Understanding #2 (09/16/05)

The Company will make a reasonable effort to record on the extrusion log or communicate verbally any changes of a routine nature except in conducting experiments, in training employees, in studying or testing equipment, or in emergencies affecting production or the safety of equipment or personnel.

It is understood that this Memorandum of Understanding does not expand the rights of the company already contained in Article 7 of The Labor Agreement.

Memorandum of Understanding #3 (09/16/05)

Under normal circumstances (except conducting experiments, in training employees, in studying or testing equipment, or in emergencies affecting production or the safety of equipment or personnel), all temporarily assigned employees in CEDA will be rotated through on a daily basis except in the case of VRR, Solution House and Barratte Room.

Memorandum of Understanding #4 (09/16/05)

Employees may change a personal day of absence to a vacation day within the Company's established vacation guidelines upon request to the company within the next scheduled work day.

Memorandum of Understanding #1 (10/01/10)

An employee given a half (1/2) day Personal for the first half of the shift will not be asked or receive a D4 for overtime for the four hours immediately prior to the half (1/2) day Personal. An employee given a half (1/2) day Personal for the second half of the shift will not be asked or receive a D4 for the overtime immediately following the half (1/2) day Personal.

Memorandum of Understanding #1 (12/11/12)

Viskase Companies, Inc. (the "Company") and International Association of Machinists and Aerospace Workers, AFL-CIO, Local Lodge 2544 (the "Union") enter into this Memorandum of Understanding to resolve certain Grievances as set forth in paragraphs 1-4 below.

It is understood that from time to time changes occur in the jobs performed by employees in the bargaining unit (such as: adding machines, adding positions, changing machine speeds and Chemical Intervals, etc.) which changes do not warrant a modification in the base pay rates of employees performing such jobs. Rather, a change in the base pay is warranted as set forth in Article 20 of the parties' Collective Bargaining Agreement (New and Changed Jobs), if, "The Company substantially changes the job content." There is currently a dispute between the Company and the Union regarding whether the Company has substantially changed the job content of employees working in the Company's Chemical, Extrusion, Wet-End, Dry-End Areas and Service Operation resulting from the increase in the number of positions on Machine #1 to 18 positions as well as Chemical processing Intervals. The Union has alleged that said increase in the number of positions on Machine #1 as well as Service Operations and Chemical Operations has resulted in substantial change in the job content for employees affected by said increase. The Company has denied that there has been, or will be, a substantial change in job content.

The parties have engaged in good faith discussions concerning the resolution of the disputes and have reached the following agreement:

- (1) Without admission, and to foster good will with the Union, the Company shall increase the current base pay rate of all CEDA employees by 15 cents per hour. (For employees assigned to Machines #7, #8 and #9, said increase shall be in addition to the current 15 cent additive for such employees.) Said increases shall be effective January 6, 2013. There shall be no further adjustments resulting from increasing numbers of positions on existing Machines.
- (2) This Agreement is made without admission by the Company and shall not constitute a precedent.
- (3) As the Company may in the future establish additional extrusion machines in its Loudon plant with more positions than are currently on Machines 1-6, the base rate for employees who are assigned to such machines, subject to Article 21 of the parties' Collective Bargaining Agreement (Temporary Assignment), shall be the same as the base rate received by employees working on Machines #7, #8 and #9.
- (4) In consideration of the above, the Union withdraws with prejudice Grievances 12-04, 12-10 (combined grievances), and 12-14 (combined grievances).

Memorandum of Understanding #1 (9/30/15)

Viskase Companies, Inc. (Company) and the I.A.M. & A.W., Local Lodge 2544 (Union) will enter into this Memorandum of Understanding (MOU) as part of the Collective Bargaining Agreement (CBA) to take effect 9/30/15.

It is the parties' intent to implement a new twelve (12) hour shift schedule as provided in this MOU as early as January 1, 2016, but in any event on or before April 3, 2016.

Hours of Work:

The normal work schedule for a twelve (12) hour shift is as follows:

Day Shift	7:00 AM – 7:00 PM
Night Shift	7:00 PM – 7:00 AM

The scheduled workweek shall begin at 7:00 AM Sunday and end at 7:00 AM the following Sunday night.

The normal workday shall consist of twelve (12) hours of work.

The schedule cycles every four (4) weeks.

The schedule is illustrated on the attached calendar.

Temporary Assignment:

If an assignment is for less than six (6) hours, there will be no rate change.

Lunch / Break Periods:

The time allowed for breaks and lunches will be fifty (50) minutes during the twelve (12) hour shift work day and will consist of one (1) twenty (20) minute period and three (3) ten (10) minute periods.

Meal Allowance:

An employee who, at the request of the Company, works more than two (2) hours beyond his/her scheduled twelve (12) hours will be paid a meal allowance and such is to be included in the employee's pay.

Holiday Pay:

The same holiday designations made in the CBA shall apply to employees covered by this MOU.

The holiday will be observed beginning at 7:00 AM on the calendar day observed as the holiday and extend to 7:00 AM on the calendar day after the holiday.

For the purpose of determining eligibility for holiday pay Article 27 will apply, except as follows: an employee will be considered as working through a normally scheduled shift or day on which he/she works at least eleven hours.

An employee who does not work on the scheduled holiday will be paid twelve (12) hours holiday pay at his/her straight-time hourly rate.

If an employee works on a day observed by the Company as a holiday, he/she will be paid one and one-half (1-1/2) times the regular rate of hourly pay (including shift differential) for all hours actually worked plus twelve (12) hours holiday pay at his/her regular straight-time hourly rate. If an employee scheduled to work on a day observed by the Company as a holiday does not work his/her full shift, he/she will not be entitled to holiday pay.

If an employee works more than 12 hours on a day observed by the Company as a holiday, he/she shall be paid at two (2) times his/her straight time hourly rate for hours worked in excess of 12; provided that all amounts paid over straight-time will be considered overtime for purposes of other overtime calculations during the pay period; there shall be no pyramiding of overtime.

Overtime:

One and one-half (1-1/2) times the applicable straight time hourly rate plus shift differential where applicable shall be paid for hours worked in excess of forty (40) hours within the same payroll week. Hours worked in excess of twelve (12) hours in a workday will be paid at one and one half (1-1/2) times the applicable straight time hourly rate plus shift differential. Daily overtime pay will not be pyramided with the forty (40) hour overtime rule.

In the payroll weeks an employee is scheduled to work thirty-six (36) hours, hours worked in excess of thirty-six (36) within the same payroll week will be paid at one and one-half (1-1/2) times the applicable straight time hourly rate plus shift differential.

Funeral Pay:

An employee who experiences a death in his/her immediate family will be allowed a maximum of four (4) calendar days of time off from regularly scheduled work and any call-ins during the period beginning with the date of death and extending through the day after burial, with no points assigned. An employee with at least three (3) months Company service will be protected against loss of regular straight-time hourly pay for up to two (2) twelve (12) hour scheduled workdays during the period beginning with the date of death and extending through the day after the burial, and subject to the other terms and conditions provided in Article 33.

Jury Duty:

If an employee reports for jury duty and is excused by the court by 1:00 p.m., the employee will be expected to report for work for the remainder of the day shift, or the entire evening shift if he/she is so scheduled.

Vacation, personal and sick days:

Vacation will be based on hours as specified in the CBA. Vacation will be scheduled in blocks in advance. Requests for one day vacations and paid personal days need to be done at least twenty-four (24) hours in advance.

Partial day vacation can be granted in four (4) hour blocks with a maximum of twenty-four (24) hours. They will be granted either at the beginning or end of the

shift to insure coverage. Partial four (4) hour blocks can be combined with approval.

Employees may change a personal non-paid day of absence or a sick day to a vacation day within the Company's established vacation guidelines upon request to the Company within the next scheduled work day.

Non-Occupational Disability Plan:

Payment is based on a seven (7) day, 40 hour workweek.

Call Ins and Employee Meetings:

No employee scheduled on twelve (12) hour shifts will be compelled to work more than a total of sixteen (16) hours in any given twenty-four (24) hour period, and no employee shall be required to or be permitted to work more than seven (7) consecutive calendar days in a row, except, in either case, in the event of plant emergencies. Employees may voluntarily work more than a total of sixteen (16) hours in any given twenty-four (24) hour period.

Overtime Distribution:

Overtime will be distributed in accordance with Article 28. Overtime will be distributed among qualified employees on the outgoing shift for the first day then the incoming shift for the remaining days. When it is a three (3) day break the incoming shift will cover the last two days.

Coverage:

The Company reserves the right to take the appropriate action to insure coverage and continuous operations (e.g. work over, call in off shift, run short, etc.).

General:

Should the Company encounter material problems as a result of the twelve (12) hour shift (including but not limited to absenteeism, turnover, difficulty in hiring, failure to secure employees to provide coverage, or any other problem associated with the change in shift), the Company will give the Union notice of same, and will meet and consult with the Union. Should the employees encounter material problems as a result of the twelve (12) hour shift, the Union will give the Company notice of same, and will meet and consult with the Company. Following good faith consultation, the Company shall have the right to modify, change, or adjust the schedule or its component parts.

Except as specifically provided in this MOU, the terms of the CBA will apply.

Memorandum of Understanding #1 (9/30/15)

Effective January 1, 2016, Viskase will establish a Productivity Bonus plan ("Plan") intended to provide the opportunity for Bargaining Unit employees to earn quarterly incentive bonus payments. Viskase will establish the Plan in the manner and format described in the attached Exhibit A. After consultation with

the Management/Labor Committee referred to under the heading “Cooperative Participation: Plan Metrics/Structure Modification” in Exhibit A, Viskase shall have the final and sole discretion to establish, determine, modify and implement the Plan, metrics, targets, and Target Bonuses, except that, as provided in Exhibit A, during the first year of the Plan, there shall be a minimum guaranteed bonus of two percent (2%) of an employee’s total straight time, shift differential and O/T wages for actual time worked for each quarter, contingent upon the achievement of metrics (including absenteeism) at the same level or better than the metrics from 1/1/15 through 9/30/15, annualized (“2015 Base Line”). In any event, (i) no bonus will be paid to any employee who commits any act of vandalism, interrupts production, is insubordinate, or materially violates any Company work rules (which shall be subject to appeal through the grievance procedure), and any such employee may be suspended without pay pending an investigation, (ii) the No Strike provisions of the collective bargaining agreement shall remain in full force and effect, and (iii) no disagreement or dispute concerning the establishment or operation of the Plan shall be subject to the grievance and arbitration provisions of the collective bargaining agreement.

**Exhibit A to
Memorandum of Understanding #1 (9/30/15)
Productivity Bonus Plan**

- General:
 - Institution of bonus plan for hourly plant workers based upon definable and measurable metrics, improvements in or satisfaction of which will drive efficiency, output, and quality, and/or save costs
 - Quarterly calculation and payment
 - Plan year – fiscal, starting 1/1/16
- Metrics:
 - “Positive” Metrics:
 - “Waste” Improvement from baseline – to be defined (may be measured by cellulosic yield inputs v. outputs or alternative measures)
 - Safety – measured in “lost time” accidents – positive value if quarter without lost time; negative if quarter with lost time
 - “Negative” Metrics:
 - Maintenance machine down-time – anything other than planned normal maintenance results in negative value
 - Quality – any quality issues, in-plant, in shirring, or in customer returns/rejections, is a negative factor
 - Year Two Possible Metric:
 - After full year of 12-hour shift experience, absenteeism improvement over first year baseline will result in positive value; greater absenteeism, a negative
 - All metrics to be reviewed and updated periodically
- Reporting: Monthly reporting of metrics figures to Management/Labor Committee; more frequent “flash” reports as reasonably available will be provided
- Bonus Potential:
 - Bonuses to be paid on the basis of a “Target” percentage of employee’s total straight time, shift differential and O/T wages for actual time worked for each quarter. Full satisfaction of all metrics goals will result in full payment of the “Target” percentage; partial satisfaction below 100% of metrics goals will result in partial bonus; no bonus if do not achieve at least 90% of goals
 - A maximum potential bonus per year will be set, based upon a percentage of employee’s straight time, shift differential and O/T wages for actual time worked for each quarter
 - No bonus will be paid to any employee under disciplinary action or suspension at any time during the quarter. No bonus will be paid to any employee not actively at work during at least ninety-five percent (95%) of his/her scheduled working time during the quarter, not counting absence due to paid vacation, paid jury duty leave, paid bereavement leave or conditions subject to protection under the Family and Medical Leave Act.

- First year minimum guarantee of two percent (2%) of straight time, shift differential and O/T wages for actual time worked for each quarter; provided:
 - First year minimum guarantee will be contingent upon achievement of metrics (including for this purpose absenteeism) at the same level or better than the metrics from 1/1/15 through 9/30/15, annualized ("2015 Base Line")
 - No bonus will be paid to any employee who commits any act of vandalism, interrupts production, is insubordinate, or materially violates any Company work rules (which shall be subject to appeal through the grievance procedure), and any such employee may be suspended without pay pending an investigation
- The Company shall determine the 2015 Base Line for metrics and the 2016 metrics before 1/1/16, in consultation with the Management/Labor committee
- Cooperative Participation; Plan Metrics/Structure Modification:
 - Management/Labor Committee will be established to discuss metrics, performance, worker suggestions on improvements. Committee shall consist of not more than four (4) members chosen by each of the Company and the Union. Regular quarterly meetings of the Committee shall be held. Special meetings may be called by at least one Company and one Union member of the Committee
- Video/Audio Installations: It is agreed that the Company may install and utilize video, audio and/or other surveillance systems at any places within or outside of the plant, for purposes of security and for viewing and recording any events or actions within or outside, including those of employees; provided that the Company does not intend to and will not engage in surveillance of protected activity in violation of the NLRA.

Memorandum of Agreement - CEDA Employee's and Physicians Appointments (04/25/16)

In an effort to address CEDA Rotating Shift Employee needs and address the needs of the customers the parties agree to the following:

- Employees who have pre-scheduled an appointment with their treating physician **on a regularly scheduled day off** will not be required to work overtime or be forced on that day, unless they volunteer to do so. Walk in clinics are not covered under this MOA.
- Employees will be required to bring into work on their next scheduled work day a statement/note that says they were seen in their treating physician's office for their pre-scheduled appointment on that day, and by doing so they will not be assessed or charged with declining the overtime.
- Failure to bring in a note from the treating medical practitioner will result in the employee being assessed points under the absence control program as well as being charged for the overtime, or a **D-X**.

The company reserves the right to cancel or amend this if it believes it is being abused.

Memorandum of Agreement - Rotating Shift Employee Preferred Week of Vacation (09/21/16)

In an effort to address employee needs and address the needs of the customers the parties agree to the following:

- Employees may designate a preferred allotment of vacation during the calendar year as their "preferred vacation"
- By doing such this will allow the employee not to have to work his/her off days immediately preceding and immediately after said preferred vacation thus allowing the employee the opportunity to use their vacation time to its fullest
- The preferred vacation can be one day or the employees entire entitlement of vacation and can only be used only once during the calendar year
- **The preferred vacation must be taken in consecutive days without a lapse in days**

All other vacation rules still apply e.g. number of employees off at one time, notice required to request / change vacation etc.

The company reserves the right to cancel or amend this.

Memorandum of Agreement – CEDA Recording of Overtime for One Person Jobs (09/07/17)

Definitions:

One person job: Dye Vat, VRR and Solution House

Backup: Employee who has been trained and qualified to perform the job

Forced overtime: Employee is required to work the overtime

Home job: The position in which the employee is classified

Agreement:

Effective immediately per the date of this agreement, the parties agree that when a backup to a one person job is forced to work overtime in that position said overtime will count as hours worked in their "home job".

The company reserves the right to cancel or amend this at any time.

Memorandum of Agreement – Power House Increase (11/20/17)

This Memorandum of Agreement ("Agreement") is made and entered into by and between Viskase Companies, Inc. (the "Company"), and the International Association of Machinists and Aerospace Workers, AFL-CIO, 1AM Local Lodge 2544 (the "Union"), to resolve the Grievance as set forth in paragraphs 1-4 below.

It is understood that from time to time changes occur in the jobs performed by employees in the bargaining unit (including but not limited to the addition of technology, modification of headcount, etc.), which changes do not warrant a modification in the base pay rates of employees performing such jobs. Rather, a change in the base pay rate is warranted as set forth in Article 20 of the parties' Collective Bargaining Agreement (New and Changed Jobs), if, "The Company substantially changes the job content.". There is currently a dispute between the Company and the Union regarding whether the Company has substantially changed the job content of employees working in the Company's Power House. The Union has alleged that a decrease in the number of employees has resulted in substantial change in the job content for remaining employees affected. The Company has denied that there has been, or will be, a substantial change in job content.

The parties have engaged in good faith discussions concerning resolution of the disputes and have reached the following agreement:

- Without admission, and to foster good will with the Union, the Company will provide an additional rate of \$0.25 per hour for employees assigned as "A" Operators to the Power House. This \$0.25 per hour is not included in the employees' base rate of pay. This increase shall be effective October 22, 2017. There shall be no further adjustments under this agreement resulting from future changes in headcount.
- This Agreement is made without admission by the Company and shall not constitute a precedent.
- As the Company may in the future implement various changes throughout the plant this Agreement will not apply to or serve as a precedent for such changes. Any such changes may, however, be subject to the terms of Article 20.
- In consideration of the above, the Union withdraws with prejudice Grievance 17-02.