

Collective Bargaining Agreement

BETWEEN

Dyno Nobel Inc.

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION**

AFL-CIO-CLC

LOCAL 4950 - 14

From

June 12, 2023

Through

May 31, 2026

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2023-2026
AGREEMENT

This Agreement by and between Dyno Nobel, INC. located at 9045 Co Rd 476, Ishpeming, MI, 49849 hereinafter referred to as the "Company" or "Employer", and the UNITED STEELWORKERS, AFL-CIO-CLC, on behalf of USW LU 4950 - 14, hereinafter referred to as the "Union".

Article 1 - Recognition

- 1.0 The term "Company" when hereafter used in this Agreement shall refer to Dyno Nobel, Inc. The term "Union" when hereafter used in this agreement shall refer to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC on behalf of LOCAL 4950 - 14. The Company {its successors and assignees} agrees during the term of this Agreement to recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and the other conditions of employment for all full time and regular part time blasters, operators, lead operators, and mechanics of the Company at its Ishpeming operations but excluding; all other employees including office employees, clerical employees, guards, and supervisors as defined in the Labor-Management Relations Act, 1947, as amended.
- 1.1 The term "employees," when hereafter used in this Agreement, shall refer to the employees in the bargaining unit, Local 4950-14, represented by the Union as above stated. Whenever the masculine gender is used in this Agreement, it shall be deemed to include the feminine also.

Article 2 - Management Rights

The Company retains all rights, powers, authority, prerogatives, privileges, responsibilities, and obligations which are customarily and/or inherently performed by an Employer and which are not abrogated, surrendered, modified, or amended by a specific term of this Agreement. Any right of the Employer to take action with respect to the management and operation of the facility, including the direction of the workforce, is retained, and reserved to the judgement of the Employer, unless such right is specifically abrogated, restricted, surrendered, amended, modified and/or abridged by a term of this Agreement. The rights

of the management shall include but shall not be limited to the determination of the number of employees to be employed or retained in employment, which is to perform a particular job, and the right to hire, promote, transfer, assign or lay off employees, and to suspend, discharge, discipline and demote in accordance with just cause. In addition, the product to be manufactured, the schedule of production, the methods, processes and means of manufacture, are solely and exclusively the responsibility of the Company. Management has the right to establish reasonable work rules to govern the site operations. In the exercise of its rights, the Company shall observe the provisions of this Agreement. All management rights not specifically limited by the express language of other provisions of this Agreement are retained by the Company.

Article 3 - Union Membership

- 3.0 If permitted by law, all employees covered by this Agreement shall, as a condition of their continued employment by the Company, become members of the Union not later than thirty-one (31) days following their date of hire and shall continue their membership in the Union during the period of this Agreement.
- 3.1 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union and further that membership in the Union will not be denied or terminated for any reasons other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.
- 3.2 The Union agrees to furnish newly hired employees with a copy of this Agreement, during a Company paid 30 minute Union orientation during the first week of employment.
- 3.3 The Company, for those employees who shall voluntarily authorize it in writing, shall for the duration of this Agreement between the parties, deduct (except insofar as it may be prohibited by law from so doing) from each pay period the Union membership dues, initiation and assessment fees for the preceding month as designated by the International Treasurer of the Union in accordance with the Union's Constitution.

Such remittance shall be paid monthly, submitted to the International Treasurer and accompanied by a statement containing a list of all local Union members showing the amount deducted from each.

Article 4 - Discipline and Discharge

4.0 The Company shall not discharge nor suspend any employee without just cause, but in respect to discharge, the Company will follow the policy in place and give one (1) oral and two (2) written notices, all notices clear after twelve (12) months. All written notices will be copied to the individual and the Union.

4.1 Immediate discharge may occur for dishonesty, substance abuse on the job or being in violation of the Company's drug and alcohol policies, gross insubordination, unsafe conduct, violation of the Company's Rules to Live By, recklessness resulting in serious accident, refusal to perform assigned work, loss of CDL and banishment from a customer's property for valid reasons. The disciplinary provisions of the Drug and Alcohol policy are incorporated as part of this policy.

Article 5 - Hours of Work

- 5.0 Normal hours of work are eight hours Monday through Friday, 6:45am to 3:15pm with ½ hour unpaid lunch, and ½ hour paid break. Driver schedules do not follow normal work hours and depend on customer demand.
- 5.1 An employee shall receive one and one-half (1-1/2) times his regular hourly rate for all hours worked in any workweek in excess of 40 hours per week. In calculating overtime pay Vacation and holiday hours will count as time worked.
- 5.2 The Company will give employees two (2) weeks' notice if there is a change to regular schedules.
- 5.3 All hours of work on a Sunday, if not a regularly scheduled day, will be paid at 1.5 times the regular hourly wage.
- 5.4 All employees shall be paid 8 hours holiday pay at their regular hourly rate for each holiday as designated in this agreement. Hours worked on a scheduled Holiday shall be paid at an additional 1.5 times the regular hourly rate for a given job class. Minimum hours paid for holiday worked shall be 4 Hours.
- 5.5 The regular workweek shall run from Monday 12:00 midnight through Sunday 11:59 pm.

- 5.6 Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week or days of work per week.
- 5.7 Employees called out between their regular shifts for work shall receive a of a minimum payment of two (2) hours pay at 1.5 times the regular rate of pay or actual hours worked at a rate of 1.5 times regular rate of pay whichever is greater.
- 5.8 For purposes of safety and work efficiency, no employee shall work in excess of fourteen (14) continuous hours (in accordance with Dyno Nobel Fatigue Management Policy). One emergency exception a week, up to sixteen hours (16), is permitted with manager approval.
- 5.9 If the Company determines, in its sole discretion, that holiday, Saturday, or Sunday shifts are needed, the Company shall first offer the shifts based on seniority, with the most senior employee(s) being offered the shifts first. If the Company does not receive enough volunteers for the shifts, the Company shall mandate that employees take the shift(s) based on seniority, with the least senior employees being required to take the shift(s) least to most seniority. Rates of Pay and Job Classifications-Bidding.

Article 6

Article 6 – Rates of Pay

6.0 Pay levels are determined based upon the abilities and knowledge accredited to employees.

Pay rates will be as follows:

2023: Remain unchanged

January 1, 2024: Leveling year employees who are paid at a higher rate than what is indicated for their role in the table below will not receive an increase.

January 1, 2025: Rate table increase of 4%. (employees that do not receive the full increase due to level rate will be eligible for a top-up bonus to match the increase percentage)

January 1, 2026: Rate table increase of 4%

Position	1-Jan-24	1-Jan-25	1-Jan-26
Blaster 1	\$ 35.50	\$ 36.92	\$ 38.40
Plant Operator II	\$ 35.50	\$ 36.92	\$ 38.40
Equipment Operator II	\$ 33.00	\$ 34.32	\$ 35.69
Equipment Operator	\$ 30.50	\$ 31.72	\$ 32.99
Equipment Operator/Plant Operator Trainee	\$ 27.50	\$ 28.60	\$ 29.74
Plant Operator	\$ 33.00	\$ 34.32	\$ 35.69
Mechanic	\$ 32.50	\$ 33.80	\$ 35.15

Classification (Job Title)	Job Description
Equipment/Plant Operator Trainee (Entry Level)	Operate, drive, load and unload delivery trucks. Provide site maintenance and repairs as needed. Perform running repairs of equipment. Operate yard equipment. (MPU). Class B
Equipment Operator (Fully trained)	Operate, drive, load and unload delivery trucks. Provide site maintenance and repairs as needed. Perform running repairs of equipment. Operate yard equipment. (MPU). Class B. Entry level Class A.
Plant Operator (Fully trained)	Operate and maintain bulk emulsion manufacturing equipment in a safe and reliable manner. Unload delivery trucks and railcars as needed. Assist in performing routine plant maintenance.
Equipment Operator II	Operate, drive, load and unload all equipment at the site. Provide site maintenance and repairs as needed. Perform running repairs of equipment. Operate yard equipment. Assist in training of other equipment operators. (MPU/Tractor Trailer). Class A or quarry truck operator
Plant Operator II	Operate and maintain bulk emulsion manufacturing equipment in a safe and reliable manner. Assist in scheduling and inventory tracking of product and parts inventory as needed. Operate, drive, load and unload delivery trucks, unload railcars when needed. Perform routine plant maintenance and parts inventories. Complete required paperwork and reports. Maintain Raw Material stock levels.
Mechanic	Perform repairs on vehicles and plant equipment. Order and maintain parts as well as replacement inventories. Operate, drive, load and unload delivery trucks. Perform running repairs of equipment. Operate yard equipment.

<p>Blaster</p>	<p>Operate, drive, load and unload all equipment at the site. Provide site maintenance and repairs as needed. Perform running repairs of equipment. Operate yard equipment. Assist in training of other equipment operators. (MPU / Tractor Trailer) Design, layout, prepare and detonate blasts with correct products, measured quantities, safe application, and effective use of explosives to meet customer and business requirements. Lead blast crew and provide on-the-job training to Blasters in Training positions. Maintain and control inventories per the Dyno Nobel policies and procedures. Must possess Dyno Nobel Blaster credentials and maintain competencies. Safely operate and drive equipment as needed.</p>
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Based on business needs, Company may, in its sole discretion, require employees to perform duties associated with other positions and areas of the site. An Equipment Operator assigned to work in the plant shall receive an upgrade to Plant Operator wages for all hours worked in the plant.

6.1 The company will continue to designate at least one, and not more than two, OTS (Operator Training System) trainer(s) for the site. The OTS trainer will be selected based on site needs and employee qualifications, skills, and abilities. The OTS trainer will be paid an additional \$2.00 per hour (in addition to rate table, does not compound every year). Current OTS trainers will continue in that capacity for the duration of the contract.

If there are any changes in the OTS program the parties agree to meet to bargain the effects of such change.

6.2 The Company recognizes value in having experienced labor in this Industrial Plant and will fill an hourly vacancy as follows:

Permanent Employee vacancies which the Company determines, in its sole discretion, needs to be filled based on business needs will be posted for a minimum of seven (7) days, and will be filled by the most senior qualified candidate. If an Employee vacancy will not be posted, the Company will notify the Union with the business reason.

Article 7 - Reductions In The Workforce

- 7.0 In the event it is necessary to reduce the working force, employee(s) will be laid off based on seniority and classifications. Employees will be informed of a layoff no less than 5 work days prior to a layoff commencing.
- 7.1 Medical and dental coverage as provided under this agreement will continue to be provided to employees on temporary lay-off for the duration of the temporary layoff up to 90 days. Long-Term layoffs or reductions in the workforce shall follow established Company severance policy.
- 7.2 Short-Term and Voluntary Lay-off
In the event of a layoff at Dyno Nobel, the following terms shall apply:
- a) Short-Term (Temporary) Layoff:
A short-term layoff will consist of a period less than 90 days.
 - b) Voluntary (short-term) Layoff:
Employees may volunteer for the short-term layoff. Company will accept based on seniority, with the most senior volunteer(s) being accepted first. A listing of employees on a short-term or voluntary layoff will be provided to the Union.
- 7.3 Employees shall be given a projected return to work date for any term of layoff. If the company calls employee back to work ahead of the projected return to work date the employee will be made whole for the difference between what would have been paid had they worked during their term of layoff and what they were paid in unemployment benefits. Employee shall be paid within 5 days of providing proof of unemployment pay.

Article 8 - Vacation and PTO

8.0 Vacation hours accrue on a pro-rata basis beginning on your date of hire. Thereafter vacation time for each calendar year begins to accrue on January 1 of that year.

<u>Years of Service</u>	<u>Yearly Rate</u>	<u>Bi-Weekly Accrual</u>
0 through 2	120 hours	4.615 hrs.
3 through 9	160 hours	6.153 hrs.
10 or more	200 hours	7.692 hrs.

8.1 Maximum of 40 hours may be carried over each calendar year.

8.2 Vacation shall be scheduled in seniority order with each employee able to schedule their full anticipated accrual at one time. Employees shall be allowed to schedule and take vacation up to their yearly rate before accrual. The vacation schedule will be finalized by February 15th each year.

Years of Service	Single Days	Full Weeks
0 – 2 years	1 week	2 weeks
3-9 years	1 week	3 weeks
10 or more years	1 week	4 weeks

8.3 Employees must take vacation in full week increments during the months of June, July, and August.

8.4 A minimum of two (2) employees will be allowed vacation at any given time. Management approval is required for all vacation leave requests.

Vacation Pay

8.5 Employees on STD (Short-Term Disability), FMLA or Workers' Compensation leave may use accrued vacation hours to supplement salary payments for a total aggregate amount not to exceed 100% of regular compensation.

8.6 Full-time active employees are eligible to accrue annual paid vacation based on the number of years of full-time continuous service, with increases in accrual for the upcoming year being effective January 1.

Employees on any leave of absence do not accrue vacation hours.

8.7 Vacations must be taken in the year of entitlement except for carryover hours.

- 8.8 On separation from employment because of voluntary or involuntary termination, layoff, or retirement, the employee shall be entitled to be paid for all accrued vacation hours up to the date of separation.

Paid Time Off (PTO)

- 8.9 Employees shall be granted on January 1st of each calendar year forty (40) hours of PTO.

For new employees:

Hired before July 1st will receive forty (40) hours

Hired between July 1st and September 30th twenty-four (24) hours

Hired after September 30th none until first of following year.

PTO hours do not rollover to the next calendar year and are not paid out upon separation.

Article 9 - Handling of Grievances

9.0 Purpose

Should differences arise between the Company and the Union as to the meaning and application of the provisions of this Agreement, or should grievances of any kind arise, there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such grievances promptly.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee of a violation by the Company of this Agreement or by the Union in processing grievances which allege a violation of the obligations of the Company to the Union as such. As the representative of the employees, the Union may process employee grievances through the grievance procedure, including arbitration or mediation, in accordance with this Agreement or adjust or settle the same.

9.1 Definition of a Grievance

Definition of Grievance. "Grievance" as used in this Agreement is limited to a complaint which has not been settled as a result of the discussions required by Step (1) or Step (2) and which involves the interpretation or application of or compliance with the provisions of this Agreement, or any other existing agreement between the Company and the Union.

9.2 Grievance Procedure

The time limits referenced in this Section exclude Saturdays, Sundays and Holidays. If immediate supervisor is on vacation grievance should be escalated to next level manager. In all steps of the Grievance Procedure an extension of time to appeal or answer a grievance may be agreed upon.

A) STEP 1 WITH THE EMPLOYEE AND HIS/HER SUPERVISOR

An employee who has a complaint may request a hearing with his/her immediate Supervisor within ten (10) days after the employee knew or should have known if he/she exercised reasonable diligence and attention that the cause of the grievance had occurred in order to become the basis for a claim. The hearing will be conducted on Company time within five (5) days of the request. The Supervisor must provide an answer to the complaint within five (5) days following the hearing.

If the hearing or the answer to the hearing is not provided within the designated time limits or the response does not resolve the complaint, the employee may request further processing of the complaint in Step 2 through his/her Supervisor. The employee must make the request for a Step 2 meeting no later than three (3) days after the response to the Step 1.

B) STEP 2 WITH THE EMPLOYEE, A UNION STEWARD, AND THE EMPLOYEE'S SUPERVISOR.

The Step 2 meeting will be held at a mutually satisfactory time and place within three (3) days of the request for processing in Step 2. Management must provide an answer to the complaint within three (3) days following the hearing.

If the hearing or the answer to the hearing is not provided within the designated time limits or the response does not resolve the complaint, the complaint may be presented in writing and appealed to Step 3 of the grievance procedure.

Grievances appealed to Step 3 shall be reduced to writing, dated and signed by the aggrieved employee. Further, any grievance appealed to Step 3 must contain the date of the alleged violation; the specific provision or provisions of the Agreement allegedly violated; a statement of the circumstances by which the Company is alleged to have violated the Agreement; and a statement of the remedy or relief sought for each and every violation.

The appeal to Step 3 must be made no later than three (3) days after the response to the Step 2.

C) STEP 3 WITH THE AGGRIEVED EMPLOYEE, UNION STEWARD, GRIEVANCE COMMITTEE CHAIRPERSON DESIGNATED BY THE UNION AND LOCAL MANAGEMENT REPRESENTATIVES

The Step 3 meeting will be held at a mutually satisfactory time and place within fifteen (15) days of the appeal to Step 3. Management must provide an answer to the grievance in writing within ten (10) days following the Step 3 meeting or the grievance shall progress to the next step in this procedure.

D) STEP 4. WITH THE AGGRIEVED EMPLOYEE, REPRESENTATIVES OF THE LOCAL AND INTERNATIONAL UNION AND MANAGEMENT REPRESENTATIVES.

The appeal to step 4 must be made within nine (9) days of receiving the step 3 answer. The Step 4 meeting will be held at a mutually satisfactory time and place within twenty (20) days of the appeal to Step 4. Management must provide the answer to the grievance in writing within twenty (20) days following the Step 4 meeting.

9.3 Miscellaneous Grievance Matters:

- a) Step (3) and (4) meetings shall not be postponed except in unusual circumstances and shall be under mutual agreement of the parties. Any party requesting a postponement shall do so in writing, giving the reason and stating a prompt date the meeting shall take place.
- b) Subject to business needs management may grant a Steward permission to leave his/her work to discuss a grievance with an employee during working hours. It is understood that this provision is made only to provide for prompt and expeditious handling of grievances and that it will not be abused. The Grievance Committee Chairperson may designate an alternate to resolve the matter under the provisions of this Section.
- c) An employee who is summoned to meet with a supervisor for the purpose of discussing possible disciplinary action has the right to request attendance of a Steward. If such representative is not immediately available, the employee's attendance at such meeting shall be deferred only for such time during that shift as is necessary to provide opportunity for arrangements to be made for the attendance of such representative.

- d) Union Stewards designated by the Union will be afforded such time off without pay as may be required in matters connected with grievances of employees.
- e) Either the Company or the Union may request the attendance at a grievance meeting of any employee, including a supervisory employee, when such employee is a material witness in the grievance and the examination of such employee shall be confined to the facts directly related to the grievance.

8.4 Appeal To Arbitration

When either party concludes Step 4 proceedings have not resolved the grievance, such grievance may be appealed by either party to arbitration, and such appeal shall be made within twenty (20) days of the step 4 answer. Such appeal shall be served upon the other party in writing. The Company and Union shall meet within ten (10) working days to select an arbitrator and if they cannot agree upon an arbitrator within ten (10) days then the parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) working days after receipt of the panel, the parties shall meet and select an arbitrator by alternately striking a name from the panel submitted by the Federal Mediation and Conciliation Service until six are eliminated and the remaining name shall be the arbitrator. The party submitting the case to arbitration shall strike the first name. The arbitrator then selected will be notified and shall conduct the arbitration hearing within sixty (60) calendar days if possible. The expense of the arbitrator shall be shared equally by the Union and the Company. The Arbitrators ruling shall be final and binding.

8.5 Union Grievances

The grievance procedure may be utilized by the Union in processing grievances which allege a violation of the obligations of the Company to the Union as such. In processing such grievances, the Union shall observe the specified time limits in appealing and the Company shall observe the specified time limits in answering. In the event an employee dies, the Union may process on behalf of his/her legal heirs any claim s/he would have had relating to any monies due under any provision of this Agreement.

Article 10 - Health and Safety

- 10.0 The parties agree to work together in all aspects of employee health and safety. Any employee has the authority to stop any job at any time if they reasonably believe it endangers their or their coworker's health or safety. Either party shall be able to call a meeting to address safety concerns.
- 10.1 All employees are required to follow the site safety rules and working procedures; and are to report or correct any unsafe acts or conditions to the site management. Repeated violations of safety rules and working procedures while on Company or customer properties will be considered grounds for termination, including-dishonesty, substance abuse on the job or being in violation of the Company's drug and alcohol policies, gross insubordination, unsafe conduct, violation of the Company's Rules to Live By, recklessness resulting in serious accident, refusal to perform assigned work, loss of CDL and banishment from customer's property for valid reasons. Banishment from any customer's property for valid reasons may also be considered grounds for termination.
- 10.2 Employees will participate in keeping the plant, site and equipment in a safe condition by practicing good housekeeping methods and adhering to all Federal and State laws.
- 10.3 Use of Video Recording Equipment in Company Vehicles and Equipment: Employees acknowledge that they may be assigned to operate vehicles equipped with recording devices, in accordance with Company-wide practice and procedure.
- 10.4 Recordings referred to in Section 3 may only be utilized for purposes of employee discipline, coaching, or evaluations where there is first an unusual driving event that activates the system per the usual policies and procedures of the Company and in accordance with the regular operation of the recording system throughout the Company. The Employer agrees that it will not review video recordings randomly or to target particular employee(s).
- 10.5 Safety Personal Protective Equipment
- a) The Company will provide a combined annual boot and cold weather gear allowance of \$400. The company will set up an account with a local vendor for the purchases.

- b) The Company will continue to provide any and all required PPE.
- c) The Company will provide up to \$300 annually for prescription safety glasses. Safety glasses damaged in the line of duty will be replaced on a case-by-case basis.

Article 11 - Leaves of Absence

11.0 Bereavement Leave:

- a) Available immediately upon hire.
- b) Up to 3 days (24 hours) off with pay because of a death in the immediate family.
- c) Immediate family is defined as a spouse, child or step-child, parent or step-parent, grandparent, grandparent-in-law, grandchild, legal guardian, sister, brother, step-sister or step-brother, son-in-law or daughter-in-law, mother-in-law or father-in-law, brother-in-law or sister-in-law, aunts, uncles, nieces, and nephews.

11.1 Jury duty:

- a) Available immediately upon hire.
- b) The Company will pay the difference between jury duty pay received and the amount of pay for the time missed.

11.2 Parental Bonding Leave:

Employees with over 90 days of continuous employment, shall be provided eight (8) weeks of paid leave to bond with their child after birth, adoption, or permanent child placement. Parental bonding leave will follow Company policy and must be taken in one-week increments.

Article 12 - Miscellaneous

- 12.0 The Company shall pay for any and all needed licenses or endorsements that are required for an employee's position. Employees shall obtain management approval prior to paying for any licenses or endorsement.
- 12.1 To the extent required for an employee's position the company will pay any fees, lost wages, and costs associated with schooling or education required for CDL license upgrades or enhancements or any other job-related training. Employee shall obtain management approval prior to paying for any schooling, education, enhancements, upgrades, or job-related training.
- 12.2 Employees will continue to be eligible for the Company's annual Success Share Program.
- 12.3 Employees will continue to be eligible for the Company's Education Assistance Program.
- 12.4 Basic Life and AD&D Insurance:
- a) The Company will provide life and accidental death & dismemberment equal to two (2) times an employee's base annual salary.
 - b) The Company will provide Spouse life insurance of \$5,000.
 - c) The Company will provide Child life insurance of \$2,000 for each dependent child under the age of 26.
 - d) Employee may purchase up to \$300,000 additional group term insurance, and up to \$500,000 additional AD&D insurance. Additional coverage is available for spouse and eligible dependent children.
- 12.5 Short-Term Disability:
- a) Full-time employees who work at least thirty (30) hours a week are eligible for short-term disability insurance after 90 days of employment.
 - b) Benefits begin on the 5th day of disability unless hospitalized then benefits commence on the 1st day.
 - c) Less than five (5) years of service receive 60% of weekly earnings and greater than five (5) years receive 75% of weekly earnings.

- d) Maximum benefit is 26 weeks.

12.6 Long-Term Disability:

- a) Full-time employees who work at least thirty (30) hours a week are eligible for long term disability insurance after twelve (12) months of employment.
- b) 180-day elimination period (short-term disability is provided during this period).
- c) Will be paid at 60% of weekly earnings.
- d) Maximum benefit is two (2) years.

Article 13 - Holidays

13.0 Designated Holidays:

Employees are eligible for a total of twelve (12) designated holidays.

The nine core holidays and three locally determined are as follows:

- New Year's Day
- Martin Luther King Day
- Good Friday (local)
- Memorial Day
- Juneteenth
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve (local)
- Christmas Day
- New Year's Eve (local)

Holidays falling on a Saturday are observed on Friday and holidays falling on Sunday are observed on Monday.

The Company will permit as many employees as it deems practicable to be off duty on the Holidays observed by the Company.

a) Unapproved absences, including use of PTO unless pre-approved by supervisor, the day before or after the holiday will make the employee ineligible for holiday pay. An employee scheduled to work on a holiday that has an unapproved absence on the holiday will be ineligible for holiday pay.

Article 14 - Insurance

The Company will provide the following insurance plans through the Steelworkers Health and Welfare Fund.

- Medical/drug coverage:
 - Highmark BCBS as proposed carrier
 - QHDHP plan 1500/3000 deductible
 - Employer will pay 85% of premium employee will pay 15%.
 - Continue \$25/\$50 per pay contribution to employee HSA
 - PPO plan 500/1000 deductible
 - Employer will pay 85% of premium employee will pay 15%.
 - Company cap on healthcare premium increases each year shall not exceed 4%.
- Dental plan:
 - UCCI as proposed carrier
 - Plan B as included in insurance proposal
 - Company pays 90% of premium
- Vision plan:
 - Davis Vision as proposed carrier
 - Annual plan as included in insurance proposal
 - Company pays 90% of premium

Article 15 - 401(k) Plan

15.0 401(k) Plan

The Company agrees to continue to provide a 401(k) plan for its employees and agrees to pay administrative costs as charged by the Plan Trustee and Administrator of the 401(k) Plan. Company contribution will be effective the first day of the month following the date of hire, or the first day of hire if hired on the first.

Company contribution will be 100% of the employees' first 3% contribution, then 50% of the employees' next 2% contribution, for a maximum company matching contribution of 4%.

Additional annual non-elective company contribution based on years of service.

<u>Years of Service</u>	<u>Annual Company Contribution</u>
Less than 5	1% of annual pay
5 – 9	2% of annual pay
10 – 19	3% of annual pay
20 or more	5% of annual pay

Employees will be automatically enrolled in the 401K plan within 30 days at 3% unless they decline participation. Employee contribution will be automatically increased on April 1 each year by 1% up to a total contribution of 10% unless employee elects otherwise.

Article 16 - Strikes, Lockouts, and Shutdowns

- 16.0 The Union, its officers, agents and members agree that for the duration of this Agreement, there shall be no strikes, sit-downs, slowdowns, stoppages of work or any acts of any similar nature which would interfere with production, no picketing, hand billing, or boycotting, of any kind or form, however peaceable, and that it will not otherwise permit, countenance or suffer the existence or continuance of any of these acts.
- 16.1 The Company agrees that for the duration of this Agreement there shall be no lockouts. Failure or refusal on the part of any employee of the Company fully to observe and obey any and all provisions of this Article shall, at the option of the Company, be sufficient grounds for discharge. Under no circumstances shall the Company or its representatives be required to discuss the grievance in question or any other matter while a work interruption, impeding or suspending of work is in effect.

Article 17 - Savings and Severability Clause

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by valid judgment or decrees of a court of competent jurisdiction because of any conflict with the Federal or Michigan State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and section of this Agreement.

The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

Article 18 - Seniority

- 18.0 For the purposes of: Vacation Scheduling, Training, Job Assignments, Promotions, Reduction in Work Force, Holiday Overtime Allocation, Holiday Scheduling, Regular Overtime Allocation, 401k, etc., when the collective bargaining agreement refers to seniority, it shall be based on employee's original date of hire.
- 18.1 All employees seniority will be calculated as the length of continuous service to the original date of hire by the company or its predecessors for all purposes of this agreement.

Article 19 - Term of the Agreement

- 19.0 This Agreement shall be effective as of June 12, 2023 and shall continue in full force and effect from June 12, 2023 through midnight on May 31, 2026.
- 19.1 If either party desires to amend and/or terminate this Agreement, it shall, no later than sixty (60) days prior to the above termination date, give written notification of the same.

- 19.2 If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, no later than sixty (60) days written notice prior to the current year's termination date.
- 19.3 If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- 19.4 Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- 19.5 Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to United Steelworkers, 503 N. Euclid Ave. Suite 10, Bay City, MI 48706; and if to the Employer, addressed to Dyno Nobel, INC. located at 6440 S Millrock Drive Suite 150, Salt Lake City, UT 84121 Attn: Legal Department, or to such different addresses as the Union or the Employer may direct by written notice.

Article 20 - Successorship

- 20.0 The Company agrees that if, during the life of the collective bargaining agreement ("Agreement") that if this facility covered by this Agreement is sold, leased, transferred or assigned, the Company shall inform the purchaser, lessee, transferee or assignee, of the exact terms of this Agreement, including furnishing the purchaser, lessee, transferee or assignee with a copy of this Agreement, and will inform the Union of the identity of the purchaser, lessee, transferee or assignee, assuming all the obligations of the Agreement until the expiration date and treating the affected employees of the Bargaining unit in accordance with the terms of the Agreement.
- 20.1 All contractual agreements regarding seniority, including provisions for layoff and recall, shall be complied with by the purchaser (it being understood that the applicable purchase agreement shall require the purchaser to make its hiring decisions with respect to Bargaining unit positions according to the contractual rules that would apply as though such hiring were a decision to recall or layoff Bargaining Unit employees).

20.2 It is agreed that the Company shall have no liability whatsoever of any kind or nature in any forum or court of competent jurisdiction so long as the purchaser agrees to those commitments set forth in Paragraphs # 1 and # 2, above and the Union shall be considered the third party beneficiary of the Company's right to insure the purchaser's successor commitments in the event the purchaser engages in a breach of this CBA and/or this provision of the labor agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized this _____ day of _____, 2023, effective _____, 2023.

DYNO NOBEL



Rodney Burget, General Manager



Cory Sickelsmith, Site Manager



Kelly Jones, HR Business Partner

UNITED STEELWORKERS

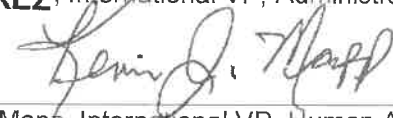


D.R. McCALL, International President



John E. Shinn, International Secretary-Treasurer

EMIL RAMIREZ, International VP, Administration



Kevin J. Mapp, International VP, Human Affairs



Donald E. Blatt, Director, District 1



Bryan Fisher, Staff Representative

USW Local Union Committee Members



Dan Ruokolainen, President, USW Local 4950



Michael Gronz, Vice-President, USW Local 4950



Greg Merlo, Unit Chair, USW Local 4950-14



Ron Dymond, Unit Co-Chair, USW Local 4950-14