

## **Agreement Between The Okonite Company and IBEW Local 2356**

The Agreement made between The Okonite Company ("Company") and IBEW Local 2356 ("Union") is a full and binding settlement of Union Grievance #3997, as well as the corresponding Arbitration captioned FMCS Case #22037-04068, and any pending Unfair Labor Practice charge(s) filed by the Union as of the date of this Agreement, as follows:

1. Effective January 1, 2022 and continuing for the duration of the current collective bargaining agreement, which is set to expire on February 6, 2023, the Company will not require employees to utilize vacation for any day of absence for which they receive wage replacement under a disability insurance program, even if such wage replacement for such day is less than the employees' normal daily wage. Employees will be required to use vacation for any days during any FMLA leave of absence or portion of FMLA leave of absence that are not compensated through a disability insurance program. The Union acknowledges and agrees that there shall be no liability by the Company for any vacation employees have been required to use prior to January 1, 2022.
2. The Union agrees to withdraw the instant Grievance and Arbitration. The Union further agrees that it will take all steps necessary to withdraw and dismiss (and to cooperate with the Company in having the National Labor Relations Board to withdraw and/or dismiss) any unfair labor practice charges it may have filed as of the date of this Agreement.
3. The Parties acknowledge that the purpose of this Settlement is to provide a temporary resolution to this matter in light of upcoming negotiations for a new collective bargaining agreement, with the expectation that the Parties will attempt to finally resolve their differing interpretations of the disputed language that is the subject of this Grievance during the bargaining process. Therefore, this Agreement (as well as the manner in which vacation will be handled for the remainder of the collective bargaining agreement as described in Paragraph 1) shall only be precedent setting during the duration of the current collective bargaining agreement set to expire on February 6, 2023, and not thereafter. Should the Parties be unable to clarify the relevant contract language during negotiations, such that the existing disputed language is carried over into any successor collective bargaining agreement, both the Company and Union shall have full right to pursue their respective interpretations of the disputed language, as well as any arguments and defenses that they would otherwise have had if this Agreement never existed and the Parties had proceeded to arbitrate the matter instead.

For the Union:

Josh Swille 5/31/22

Date:

For the Company:

[Signature]

Date: 5/31/22