

LABOR AGREEMENT

BETWEEN

**PEO SE, LLC
D.B.A. PEO4Me**

AND

**CHEMICAL & PRODUCTION WORKERS UNION,
LOCAL 30**

**EFFECTIVE:
JANUARY 1, 2025 THROUGH DECEMBER 31, 2026**

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AGREEMENT

THIS AGREEMENT, made and entered into on the dates set forth below and effective January 1, 2025 by and between PEO SE, LLC d/b/a PEO4Me, an Illinois limited liability company (“PEO4Me”), and Chemical & Production Workers Union, Local 30 (hereinafter referred to as “Union”) for itself and on behalf of the Employees now employed and hereinafter employed by the Employer.

WITNESSETH:

The Employer and the Union declare that the purpose of this Agreement is to promote and improve industrial and economic relations between the Employees and the Employer, and to set forth the terms and conditions for bargaining unit members that are the product of collective bargaining between the parties.

ARTICLE I – BARGAINING UNIT

SECTION 1. EMPLOYER DEFINED:

The term “Employer” shall mean PEO SE, LLC d/b/a PEO4Me and any employer that enters a joint-employer or co-employer relationship with PEO SE, LLC d/b/a PEO4Me.

SECTION 2. EMPLOYEE DEFINED:

The term “Employee,” as used in this Agreement, shall mean the employees of the Employer who are included in the bargaining unit as described herein.

SECTION 3. UNION REPRESENTATIVE:

The Employer shall recognize and deal with such representatives of its Employees as the Union may elect or appoint and shall permit such representative elected or appointed by the Union to visit its place of business during working hours to meet with Employees and the Employer, but such visitation shall not cause an interruption of the Employer’s operation.

SECTION 4. RECORDS:

The Employer agrees to notify the Union, in writing, of any new hires within thirty (30) days of such hire and shall include in the notification the name, home address, wage rate, position, and social security number and such other information as may be requested by the Union.

SECTION 5. DESCRIPTION OF BARGAINING UNIT:

This Agreement covers all Employees of the Employer and excludes supervisors, managers and guards as defined in the National Labor Relations Act.

ARTICLE II – RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all bargaining unit Employees described in Article I in respect to wage increases, rate of pay, hours of work, and all other conditions of employment to be observed by the parties. The Union has submitted proof and the Employer is satisfied that the Union represents an un-coerced majority of its Employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive collective bargaining agent for all Employees now or hereafter within that bargaining unit, unless and until such time as the Union loses its status as the Employees' exclusive representative as a result of an NLRB election requested by the Employees. The Employer agrees that it will not request an NLRB election and expressly waives any right it may have to do so. The Employer acknowledges by execution of this Agreement that it has an Agreement pursuant to Section 9(a) of the National Labor Relations Act, as amended.

ARTICLE III – UNION SHOP

It shall be a condition of employment that all Employees of the Employer who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those Employees who are not members on the effective date of this Agreement shall, on or after the 30th day following the effective date of this Agreement, become and remain

in good standing in the Union. It shall also be a condition of employment that all Employees hired on or after the effective date of this Agreement shall, on or after the 30th day following the beginning of such employment, become and remain members in good standing in the Union, unless otherwise prohibited by law.

ARTICLE IV – CHECK-OFF

The Employer agrees to deduct membership dues, initiation fees and any other obligations an Employee may have to the Union from the pay checks of all Employees on a monthly basis, the first pay period of each month, provided that the Employer has received from each Employee, on whose account such deductions are made, an authorization check-off form as required by law. The Employer shall transmit the total amount of such deductions to the Union on or before the tenth (10th) day of each month accompanied by forms provided by the Union.

Whenever an Employee quits, is discharged, laid off, or his employment is otherwise terminated, any amounts due to the Union will be deducted from the last pay to be made.

A new check-off form is required for any change in status of an Employee, such as a name change, social security number change or change of beneficiary.

ARTICLE V – HOURS OF WORK:

SECTION 1. OVERTIME WORK:

This Article is intended only to be construed as a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

SECTION 2. OVERTIME PAY

An Employee shall be paid one and one-half (1-1/2) times his regular hourly rate of pay for all hours worked by him in excess of forty (40) hours in his work week. For the purpose of

computing overtime, any paid time off pursuant to this Agreement will be counted as time worked.

The Employer agrees to give reasonable notice for overtime work.

SECTION 3. SUNDAY WORK:

An Employee shall be paid double time (2x) for all hours worked on Sunday. For overtime purposes, each hour worked on Sunday shall be counted as a single hour worked.

SECTION 4. WORK SCHEDULES:

The Employer shall have the right to set work schedules to assure efficiency and to perform effectively, and the Employees shall receive reasonable notice of a change in schedule. In setting a schedule or filling an opening on a schedule, where two (2) or more Employees desire to work, preference shall be given to the senior Employee, provided the senior Employee has comparable training, experience, skill, and ability to effectively perform the necessary duties.

SECTION 5. REPORTING PAY:

An Employee who is scheduled or notified to report and who does report for work shall be provided with and assigned to at least a minimum of four (4) hours of work. In the event such work is not available, the Employee shall be released from duty and credited with a reporting allowance of four (4) times his regular hourly rate of pay. This provision shall not be applicable in the event any condition occurs which is clearly beyond the control of the Employer.

ARTICLE VI – PAID HOLIDAYS-

SECTION 1. HOLIDAYS DESIGNATED:

Employees with thirty (30) days or more of service with the Employer shall be granted eight (8) hours of holiday pay at their current hourly rate (including shift differential) on the holidays listed below:

- | | | |
|-------------------|---------------------|---------------------------|
| 1. New Year’s Day | 5. Independence Day | 9. Day after Thanksgiving |
| 2. Good Friday | 6. Labor Day | 10. Christmas Eve |
| 3. Memorial Day | 7. Election Day | 11. Christmas Day |
| 4. Juneteenth | 8. Thanksgiving Day | 12. New Year’s Eve |

SECTION 2. HOLIDAY PAY:

Holiday pay shall be paid based upon the Employee’s normal schedule of hours for the day on which the holiday is celebrated.

SECTION 3. WORK ON A HOLIDAY:

An Employee who works on a paid holiday shall be compensated at the rate of two (2) times his regular hourly for all hours worked on the holiday and shall also be entitled to regular holiday pay.

ARTICLE VII – PAID TIME OFF

SECTION 1. ELIGIBILITY:

(a) Each Employee shall be eligible for paid time off (PTO) in accordance with the schedule as set forth herein:

Length of Employment with Employer:	No. of PTO Days:
At Least 1 Month but less than 12 Months	5 Days
1 Year to 5 Years	12 Days
5 Years to 10 Years	15 Days
10 Years +	20 Days

(b) All time lost due to a lack of work, lay off, attendance at Union conventions, steward's seminar, grievances, or other approved Union business, for purposes of vacation shall be computed as hours worked.

SECTION 2. PTO IN EVENT OF TERMINATION:

In the event of termination of employment for any reason whatsoever, an Employee shall receive all accrued PTO.

ARTICLE VIII – GRIEVANCE PROCEDURE

SECTION 1. DEFINITION:

For the purposes of this Agreement, a grievance is a difference in opinion with respect to the meaning and application of the terms and conditions of this Agreement.

SECTION 2. GRIEVANCE STEPS:

Grievances shall be taken up in the following manner:

FIRST: Any Employee who has a grievance shall first discuss it with his Supervisor.

SECOND: If the grievance is not settled in the first step, and the Employee wishes to appeal, the grievance shall be presented to the Union Steward and the Supervisor.

THIRD: If not satisfactorily settled in the foregoing step, the grievance is to be referred to the Business Agent of the Union who shall have the right to present the grievance to the President of the Employer or his duly authorized representatives. The Employer shall issue a written decision with its answer.

FOURTH: Grievances that are not satisfactorily settled in accordance with the foregoing procedure may be referred by either the Union or the Employer to an impartial arbitrator agreed upon by the Employer and the Union. In the event the parties are unable to agree upon an arbitrator within ten (10) days, the matter may be referred to the American Arbitration Association (hereinafter referred to as the "AAA") for the selection of an arbitrator. The dispute shall be

processed and heard under AAA's "Expedited Labor Arbitration Rules" at AAA's Chicago location unless otherwise mutually agreed to by the Union and the Employer. The decision of such arbitrator shall be final and binding upon the parties. It is agreed, however, that an arbitrator shall have no right to add to, take from or modify any of the provisions of this Agreement. The fee and expenses of the arbitrator shall be divided equally between the parties.

ARTICLE IX – SENIORITY

SECTION 1. LEAVE OF ABSENCE:

Employees shall have the right to a leave of absence on account of illness, accident, other justifiable reasons, or as provided by law. The Employer shall give consideration to the circumstances of each request for leave and shall have the right to determine the duration of such leave of absence. Leaves of absence shall not be denied for jury service, death in family, illness in the immediate family, or attendance at legal proceedings or as otherwise provided by law. Leaves of absence shall be evaluated on a case-by-case basis and be tailored to meet the legitimate needs of the Employer and Employee. Seniority shall continue to accumulate during any leave of absence. Employees cannot be required to take other available paid leave in lieu of a leave of absence.

Employees shall be entitled to up to twelve (12) weeks of leave under the Family and Medical Leave Act. An Employee who requests family or Medical Leave cannot be transferred to another position without the approval of the Union.

At the time any previously granted leave expires, each individual case if requested shall be reviewed in order to determine whether the Employee qualifies for additional leave under this Agreement of applicable law.

Absent extraordinary conditions, an Employee must report to work within forty-eight (48) hours upon expiration of the leave of absence. Failure to report for work within the prescribed

period of time shall result in the forfeiture of all seniority rights and privileges under this Agreement.

SECTION 2. COMMENCEMENT:

The seniority rights of each Employee shall date from his last regular hiring date.

SECTION 3. TERMINATION:

An Employee shall lose all seniority rights if:

(a) He quits voluntarily and is not reinstated within five (5) days; or

(b) He has been discharged and has not filed a grievance within five (5) days. The seniority status of an individual who has been discharged and files a grievance in connection with such discharge will be decided as part of his case; or

(c) He has been absent from work for three (3) successive working days without notifying his Employer; or

(d) He fails to report for work within three (3) working days after being notified by registered or certified mail at his last known address to report for work after a layoff; or

(e) He has been laid off for lack of work or has been absent on account of illness or injury not suffered on the job, and such lay-off or absence has continued for a period of six months (6) plus (1) month for each full year of seniority at the date of layoff or beginning of absence to a maximum of two (2) years. Seniority shall accumulate during such absence.

(f) He fails to report for work within forty-eight (48) hours upon termination of a disciplinary layoff.

SECTION 4. PROBATIONARY EMPLOYEES:

New Employees and those hired after a break in continuity of service will be regarded as probationary employees on immediate hire of employment or and will receive no continuous service credit during such period. Probationary employees may be laid off or discharged as

exclusively determined by the employer, provided that this provision will not be used for purposes of discrimination because of membership in the Union. Probationary employees continued in the service of the Employer on the date of original hiring, and shall receive full continuous service credit from that date.

SECTION 5. APPLICATION:

The parties hereto recognize that promotional opportunity and job security in event of promotions, decrease of forces and rehiring after layoffs should increase in proportion to length of continuous service and that in the administration of this Section the intent will be wherever practicable that the more senior Employee will receive the promotion or job security.

SECTION 6. SENIORITY LIST:

A complete record of the names arranged in order of seniority, of all Employees who have not lost their seniority rights, shall be maintained by the Employer. A copy of such list shall be submitted to the Union office at six (6) months intervals and also shall be made available to Union representatives and the Union Stewards whenever any of said parties makes a request for same.

SECTION 7. MATERNITY LEAVE OF ABSENCE:

A Maternity leave of absence shall be granted based on current Federal Laws and regulations pertaining thereto. It is understood that in the granting of a maternity leave, no female Employee can be discriminated against and any policy applicable to normal leaves of absences shall compel the same application with respect to the granting of maternity leaves.

SECTION 8. SENIORITY APPLICATION:

In all applications of seniority under this Agreement, where present training, knowledge, work experience, skill and ability to perform the available work and physical fitness are relatively equal, seniority shall be the deciding factor. Disputes, involving seniority application shall be subject to the grievance procedure.

SECTION 9. JOB OPPORTUNITIES:

Wherever there is a job opening, the Employer shall notify Employees for a period of forty-eight (48) hours. An Employee desiring to apply for an opening must make his application within the forty-eight (48) hour period. If no Employee desires the job, the Employer shall be free to take whatever action it deems appropriate. If one (1) or more Employees apply for such opening, the Employer shall be required to use its best efforts to give said job to the Employee with the most seniority, consistent with skill and ability to perform the job, provided such Employee is qualified.

ARTICLE X – POLITICAL ACTION COMMITTEE

The Employer hereby agrees to honor Central States Joint Board Political Action Committee contribution deduction authorizations from an Employee who is a union member.

ARTICLE XI – MISCELLANEOUS PROVISIONS

SECTION 1. UNION ACCESS:

The Employer agrees to provide the Union with an area for news and notices relative to Union business or activities. Union Representatives shall have access to the premises to check grievances, provide notices, and conduct normal Union business.

SECTION 2. WORK BY SUPERVISORS:

Supervisors are primarily to be used for supervision and instruction and are not ordinarily or generally to be used for the purpose of performing work so as to displace Employees. This shall not be construed, however to prevent the temporary performance of work by supervisors in cases of absenteeism, instruction, experimentation, temporary fill-in basis, or emergencies, as long as the performance of such work does not cause the displacement or bargaining unit personnel nor deprive Employees of normal overtime opportunities.

SECTION 3. DESIGNATED UNION REPRESENTATIVE:

During the term of this Agreement, the Union agrees to limit its designated representatives within the shop to those necessary to conduct Union business.

SECTION 4. NOTICES:

Whenever under this Agreement a provision is made for notice of any kind or where it is deemed desirable or necessary by either party to give notice to the other, it shall be deemed sufficient notice and service thereof if such notice is sent by registered or certified mail, and if given by the Employer, it shall be addressed to the Union at 245 Fend Lane, Hillside, Illinois 60162-2001. If given by the Union to the Employer, it shall be addressed to the Employer at 610 Anthony Tr., Northbrook, IL 60062. Either party by like notice may change the address to which such notice shall be sent. Notice given in accordance with these provisions shall be effective when mailed.

SECTION 5. CHANGE IN LOCATION ET. AL.:

In the event that the Employer's facility and/or any of its operations are moved, or the name is changed by any of the owners, this contract between the parties shall continue in effect until its expiration date, and all employees shall be offered the opportunity to transfer.

SECTION 6. NO LOSS OF EXISTING BENEFITS:

All rights privileges and benefits heretofore enjoyed by Employees shall be accorded such Employees. No existing benefits may be dropped nor shall there be any substitution of benefits unless the Employer and the Union agree.

SECTION 7. SUCCESSORS & ASSIGNS:

This Agreement shall be binding upon the parties hereto, the members thereof, and the heirs, executors, administrators, legal representatives, successors and assigns of each.

SECTION 8. SAFETY AND HEALTH:

The Employer shall maintain safe and healthful working conditions for the Employees in the bargaining unit.

SECTION 9. NON-DISCRIMINATION:

There shall continue to be no discrimination in the employment policies and practices of the Employer or any Employer against any Employee on account of race, creed, sex, age, color, national origin, religion or ancestry. The Employer, Employers and Union further agree to comply with State and Federal statutes as to related wages, hours or other terms or conditions of employment with respect to disabled individuals.

SECTION 10. JURY DUTY PAY:

All Employees with thirty (30) days or more of service with the Employer and who are required to serve on a jury shall be paid an amount equal to their regular pay less any jury duty pay received.

SECTION 11. CONDOLENCE PAY:

All Employees with thirty (30) days or more of service with the Employer shall be granted three (3) days Condolence Pay in the event of a death in the immediate family. The immediate family shall be defined as: Mother, Father, Spouse, Children, Brother, Sister, Grandparents, Mother-in-law, and Father-in-law, Grandmother and Grandfather. The Employer may request reasonable proof of eligibility.

SECTION 12. TRANSFER OUT OF BARGAINING UNIT:

Any Employee who has heretofore or is hereafter transferred or promoted to a position outside of the bargaining unit who is re-transferred to a position in the bargaining unit within one (1) year thereafter shall have seniority credit for all of his service with the Employer, including his service out of the bargaining unit. No such Employee may, upon re-transfer into the bargaining

unit, displace a non-probationary employee by virtue of his accumulated seniority credit while outside the bargaining unit.

SECTION 13. GENDER CLAUSE:

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender as well, and singular usage shall include plural usage and vice versa, all as the context shall require.

ARTICLE XII – HEALTH AND WELFARE FUND

SECTION 1. ACTIVE EMPLOYMENT:

The Employer shall make monthly contributions to the Central States Joint Board Health and Welfare Trust Fund – Plan B (hereinafter referred to as the “Welfare Fund”) for each Employee that:

- (a) Elects to be covered by the Welfare Fund;
- (b) Has been employed for at least sixty (60) calendar days;
- (c) Worked forty (40) or more hours during the preceding month; and
- (d) Worked at least eight (8) hours during the benefit month.

SECTION 2. CONTRIBUTION RATES:

(a) The Employer shall pay on behalf of each eligible Employee, as described in Article XII, Section 1, contributions to the Welfare Fund, depending on the Employee’s chosen type of coverage, in the amounts set forth below:

Type of Coverage:	Monthly Amount:
Employee Only	\$731.00
Employee Plus Child(ren)	\$1,146.00
Employee Plus Spouse	\$1,500.00
Employee Plus Family	\$1,636.00

(b) The Employer shall pay a minimum of 90% of the contributions required on behalf of its Employees.

SECTION 3. ANNUAL RATE INCREASES:

The contribution rates identified above are the rates required by the Trustees of the Welfare Fund for the year in which the Agreement is adopted. Annually, the Trustees of the Welfare Fund, in consultation with their consultant, have the authority to increase the contribution rates required to provide coverage from the Welfare Fund. The contribution rate increases shall not exceed the previous year's rate by more than 22%. The contribution rate increases shall be effective January 1 of each year and shall be provided to the Employer at least sixty (60) days prior to the January 1 effective date of the increase.

SECTION 4. WELFARE FUND STATUS:

(a) The Union represents that this Welfare Fund is administered jointly by Trustees equal in number appointed by the Union and appointed by the employers who contribute to the Welfare Fund.

(b) The Welfare Fund shall use the contribution payments remitted by the Employer for purposes permitted under the Agreement and Declaration and to provide health, welfare, death and such other benefits as permitted by said Agreement and Declaration, as amended, from time to time, and by Section 302(c) of the Labor Management and Relations Act of 1947 and the Employee Retirement Income Security Act of 1974.

(c) The Welfare Fund is an irrevocable trust heretofore created by an Agreement and Declaration of Trust, pursuant to Collective Bargaining Agreements between certain employers and the Union.

(d) The Union represents that the Welfare Fund is lawful and is qualified under all applicable provisions of the Internal Revenue Code, so that all contributions by the Employer will

be deductible for income tax purposes; and the obligation of the Employer to contribute to the Welfare Fund shall cease at any time the Welfare Fund loses its qualification under the Internal Revenue Code.

(e) The Employer's sole liability shall be for the payment of the monthly contributions set forth in this Article XII and in no way guarantees payment of the benefits established by Welfare Fund nor the solvency of the Welfare Fund.

SECTION 5. ADOPTION OF AGREEMENT AND DECLARATION.

The Employer agrees to be bound by the Agreement and Declaration of the Welfare Fund, as amended from time to time. The Trustees of the Welfare Fund shall have the sole power:

(a) to construe the provisions of the Agreement and Declaration of the Welfare Fund and rules and regulations and all terms used therein, and

(b) to determine all disputes with respect to eligibility, the right to participate in benefits of the Welfare Fund, time, method of payment, payment during periods of Employee illness or disability, methods of enforcement of payment and related matters, and any construction adopted and any determination made by the Trustees in good faith shall be final and binding upon all employers, Employees, participants, legal representatives, dependents, relatives and all persons and parties.

SECTION 6. PAYMENT OF CONTRIBUTIONS.

(a) The Employer shall pay contributions on behalf of its Employees as required by Article XII, Section 1 (plus increases to the contribution rates adopted by the Trustees as authorized in Article XII, Section 3) by the 10th of the month. In addition to making payment of the contributions, the Employer shall be required to complete and submit any remittance forms provided by the Welfare Fund or its TPA identifying each Employee, his type of coverage (i.e., single, family, etc.) and any other information needed by the Welfare Fund.

(b) If an Employee is absent because of non-occupational illness or injury, the Employer shall pay contributions on his behalf for a period of six (6) additional months following the month in which the illness or injury occurred.

(c) If an Employee is absent because of occupational illness or injury, the Employer shall pay contributions on his behalf for a period of twelve (12) additional months following the month in which the occupational illness or injury occurred.

(d) If an Employee is absent due to a leave of absence under the Family and Medical Leave Act, the Employer shall pay the required payment for the duration of the leave.

(e) No payment of credits, due to contributions made by the Employer for an ineligible Employee, shall be allowed if claim for such credit is not made on or prior to the last day of the month for which the report containing the error was due and payable.

SECTION 7. DELINQUENT CONTRIBUTIONS:

(a) If the Employer is delinquent in making payments to the Welfare Fund, as required under this Article XII or the rules and regulations of the Welfare Fund, then the Employer shall be responsible for any losses of any benefits available from the Welfare Fund resulting therefrom.

SECTION 7. INDEMNIFICATION:

(a) PEO4Me agrees to indemnify, defend, and hold harmless the Welfare Fund, its affiliates, officers, trustees, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any misrepresentations or misstatements made by PEO4Me relating to benefits available under the Welfare Fund.

ARTICLE XIII – LIFE INSURANCE

The Employer agrees to provide, at no cost to the Employees, a life insurance benefit to each Employee.

ARTICLE XIV – PAYROLL INSPECTION

The Union and the Welfare Fund shall have the right to examine the payroll records of the Employer to determine that there has been compliance with the terms contained in the Agreement which are concerned with the remittance or payment of contributions, union dues, initiation fees and assessments.

The examination shall be conducted by an accountant who will be retained by the Union and/or the Welfare Fund.

In the event that the Employer refuses to provide any records requested by the accountant and the Union and/or the Welfare Fund is forced to retain the services of an attorney to compel the Employer's compliance, then the Employer shall be liable for any and all reasonable attorney's fees and costs incurred in pursuit of payment.

If no delinquency is discovered, none of the auditing costs involved shall be borne by the Employer, however, if the audit reveals that the Employer is delinquent in its obligations under this Agreement, the Employer shall pay all costs of the audit.

ARTICLE XV – STEWARDS AND OFFICERS SEMINAR

The parties mutually agree that the issues and problem facing labor and management require great attention. In the interest of educating the steward body and/or officers of the Local who are employees of the Employer, the Employer agrees to allow up to one (5) day's per year with pay to no more than one (1) steward and/or officers of the Local, to attend professionally staffed seminars or conventions sponsored by the Union and or its affiliated International Union and/or Joint Board. The Union will notify the Employer of the name of the Employee participating thirty (30) days in advance of the seminar or conventions and will also certify their attendance.

ARTICLE XVI – LIQUIDATED DAMAGES

In lieu of interest, beginning with the eleventh (11th) day of the month in which the monies are due, there shall be a liquidated damages of one and one half percent (1-1/2%) per month, or part thereof, on all monies due, including, but not limited to, dues and initiations fees. With respect to dues and initiation fees, it is the understanding of the parties that the liquidated damages shall compensate the Union for the Employer's failure to timely send the Union the dues and initiation fees which it had deducted, or should have deducted, from the employee's pay. The parties agree that the actual loss to the Union from the Employer's failure to timely comply with its obligations under this Agreement is difficult or impossible to calculate with precision and agree to these liquidated damages as a good faith estimate of the losses suffered. If, as a result of violation(s) of this Agreement it is necessary for the Union to institute court action, the Employer shall pay any accountants' and attorneys' fees incurred by the Union, plus cost of the litigation, which have resulted from the bringing of such court action.

ARTICLE XVII – NO STRIKES OR LOCKOUTS

SECTION 1. NO AUTHORIZED STRIKES, ETC:

The Union agrees that it shall not authorize any strike, work stoppage, slowdown or other intentional interference with work, but on the contrary will, upon notice from the Employer, take the affirmative action set forth in this Agreement to prevent such prohibited activity.

SECTION 2. PENALTY FOR VIOLATION:

Any Employees participating in such prohibited activity shall be subject to severe discipline, including discharge, within the discretion of the Employer. In the event an Employee is disciplined or discharged for engaging in such prohibited activity, the Union will not support the Employee in the filing or processing of any grievance or any proceeding or suit.

SECTION 3. NOTICE AFTER VIOLATION:

In the event the Employer notifies the Union that a prohibited activity has occurred, the Union will immediately take the following courses of action:

(a) Advise the Employer in writing that acts complained of by the Employer have not been authorized or sanctioned by the Union.

(b) Provide signed copies of the following notice to the Employer:

Employees of PEO SE, LLC:

We have been advised by the Employer that the acts interfering with your work which are prohibited by our Agreement have occurred. If you are engaging in or have engaged in any such activity, you are hereby officially instructed to cease participation immediately and to resume normal operations. Your failure to resume operations may subject you to severe discipline, including discharge. All Union officials and members employed by this Employer are being sent a copy of this notice and no one is authorized to give a contrary instruction.

Chemical & Production Workers Union Local 30

By: Mark Spano
President

(c) Mail a copy of the above notice, duly signed, to each member of the bargaining unit or to members of the bargaining unit specified by the Employer.

Compliance by the Union with the above provisions in good faith will preclude the Union and its agents and officers from liability for damages.

SECTION 4. NO LOCKOUT:

(a) The Employer will not lock out Employees during the term of this Agreement.

(b) A layoff or shutdown for business reasons shall not be construed as a lockout.

SECTION 5. DELINQUENCIES:

Whenever the Union, in its sole discretion determines that the Employer is at least three (3) months delinquent in contributions to the Welfare Fund or the payment of union dues or

initiation fees to the Union, and has made proper notification by certified mail and has given the Employer two (2) weeks to make up the delinquencies, the Union may engage in a strike, work stoppage, sympathetic strike, boycott, picketing or other economic action to enforce payment. This section shall not be subject to and is specifically excluded from the grievance and arbitration procedures of this Agreement. The Employer shall be responsible for the loss of any benefits resulting from its delinquency to the Welfare Fund.

ARTICLE XVIII – WAGES

SECTION 1. WAGE SCHEDULE:

The Employer shall establish and maintain a wage schedule which provides a minimum wage rate of \$17.50 per hour shall be paid to each Employee.

Thereafter, Employees shall be individually reviewed no less than annually, based upon an objective evaluation of the Employee's performance. The Union and Employee shall be advised of the wage adjustment and the basis for same.

SECTION 2. WAGE DEDUCTIONS:

To the extent permitted by law, the Employer agrees to deduct from an Employee's pay, upon written authorization of such employee, the Employee's dues, initiation fee or other deductions properly authorized in writing by the Employee and forward said monies monthly to the Union or other party from whom deductions have been made, together with a list of names and amounts for whom deductions have been made.

SECTION 3. WAGE INCREASE:

In connection with Section 1 above, a three percent (3%) or greater wage increase shall be given by the Employer to each Employee on or before the one year anniversary of this Agreement, and an increase of three percent (3%) or greater each year thereafter.

SECTION 4. MERIT INCREASE OR BONUS:

The Employer is not obligated to provide any merit increase or bonus. However, nothing in this Agreement shall limit the Employer's right to give a merit increase or bonus to any of its Employees in the Employer's sole discretion.

ARTICLE XIX – UNEMPLOYMENT

In order to insure all Employees against the hazards of unemployment resulting through no fault of their own, it is agreed that all Employers not already required to pay contributions under said Unemployment Compensation Act, shall hereby waive any objections so to do and take such steps as shall be required to become liable for the payment of contributions thereunder in the manner provided by the Unemployment Compensation Act , and regulations promulgated pursuant thereto.

ARTICLE XX – MISCELLANEOUS

SECTION 1. SAVINGS CLAUSE:

If any of the provisions of this Agreement are adjudicated to be illegal, unlawful or in violation of existing or future laws, no other portion, provision or article of this Agreement shall be invalidated thereby nor shall such adjudication relieve either of the parties hereto from the rights or liabilities hereunder, or limit their rights or liabilities hereunder, or limit their rights or liabilities except insofar as the same are made unlawful, illegal or in violation of the law. Any such provisions shall be excised from this Agreement, and the remaining provisions shall continue in full force and effect.

SECTION 2. BARGAINING OVER INVALIDITY:

In the event that any federal, state or municipal law or any rule or regulation of any governmental agency shall render unenforceable or compel the cancellation or modification of any provision of this Agreement during the term of this Agreement, the Employer and the Union shall

within ten (10) days thereafter meet for the purpose of negotiating the changes made necessary by such applicable federal or state law or government regulation. Failing agreement on the changes to be made, within ten (10) days, the matter may be submitted to the American Arbitration Association for final and binding resolution. Employer as a dispute by either party, and the arbitrator so selected shall in his award include substitute lawful and enforceable provisions for those which are unlawful or unenforceable, which most closely approximate the intent and purpose desired to be achieved by the parties in such provision or provisions.

SECTION 3. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties.

ARTICLE XXI – MANAGEMENT RIGHTS

It is agreed that the Union and the employees will cooperate with the Employer within the obligations of this Agreement to liberally construe this Agreement to facilitate the efficient and flexible operation of the Employer's business. The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer except as they may be subject to a specific obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the business administration thereof, and the direction of the working forces, including (but not limited to) the right to discipline, suspend, or discharge for cause; to lay off for lack of work or for any other legitimate reason; to hire, classify, transfer, assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to determine the products, processes, and extent of the business or production; to determine the types and quantities of machinery, equipment and materials to be used; to determine the nature, extent, duration, character and method of

operation, including the right to contract out, subcontract or to lease temporary employees from an outside company(ies), but only to cover short term fluctuations in the workforce; to determine the amount, utilization, and kind of personnel and quality and quantity of workmanship and work required to insure maximum mobility, flexibility, and efficiency of operations; to terminate, merge, consolidate, sell or transfer its business or any part thereof except as expressly abridged by a specific provision of this Agreement.

ARTICLE XXII - TERMINATION

This Agreement, when signed by a duly authorized officer of the Union and the Employer, shall remain in full force and effect through December 31, 2026.

WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals as of the day and year first above written.

**CHEMICAL & PRODUCTION WORKERS
UNION LOCAL 30**

PEO SE, LLC

For the Union:

For the Employer:

(Signature)

Bonnie Heller

(Signature)

(Print Name)

BONNIE HELLER
(Print Name)

Title: _____

Title: OWNER

Date: _____

Date: 10-30-2025

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ARTICLE XXII - TERMINATION

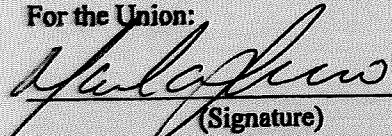
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**CHEMICAL & PRODUCTION WORKERS
UNION LOCAL 30**

PEO SE, LLC

For the Union:



(Signature)

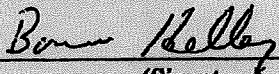
MARK A SPANO

(Print Name)

Title: 

Date: **11/5/24**

For the Employer:



(Signature)

BONNIE HELLER
(Print Name)

Title: OWNER

Date: 10-30-2025