

AGREEMENT

By and Between Source Providers, Inc. (“Company”) &
International Union, United Automobile, Aerospace and
Agricultural Implement Workers of America, UAW and it’s Local
2000 (“Union”)

July 1, 2019 – June 30, 2022

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

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AGREEMENT

This Agreement is entered into by Source Providers for its operations at 1200B Chester Industrial Parkway, Avon, Ohio and **5401 5933** Baumhart Road, Suite 8, Lorain, Ohio (hereinafter referred to as the “Company” or “Employer”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local Union 2000 (hereinafter referred to as the “Union”).

WHEREAS, the Parties hereto are desirous of negotiating an Agreement covering certain Employees of the Employer represented by the Union in its newly configured bargaining unit; and;

WHEREAS, the Parties entered into good faith negotiations for such purposes;

NOW, THEREFORE, BE IT RESOLVED:

ARTICLE 1 Scope of Agreement

Section 1.1 Intent.

This agreement is intended by the Parties to embody all their agreements as to terms and conditions of employment and all other conditions of employment to be observed between the Parties hereto. Moreover, this Agreement shall provide procedures for permanent and equitable adjustment of alleged grievances to the end that there shall be no interruption or impeding of work, work stoppages, or strikes or other interferences with business operations during the life of the Agreement.

Section 1.2 Recognition

The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all union represented member and their classifications at 1200 B Chester Industrial Parkway, Avon, **Ohio and 5933 Baumhart Road, Lorain, Ohio**. Recognition excludes all of the Company’s managerial and administrative Employees, salespersons, and office clerical Employees, Employees represented by any other labor organization, guards and supervisors as defined in the Act. The Company agrees to meet with the authorized representatives of the Union on all matters pertaining to rates of pay, hours, conditions of employment.

Section 1.3 Replacement of Subcontractors

The Company may, at its sole discretion, replace any subcontractor, provided the new subcontractor adopts all terms and conditions of this Agreement. The Company reserves the right to subcontract any work that the bargaining unit cannot perform.

Supervisory employees may perform bargaining unit work when it is necessary due to any emergency or unexpected condition and/or when production operation is not meeting customer expectations and only for the duration that such emergency exists. This provision is not intended for recurring conditions and does not permit deterioration of the unit (staffing levels, overtime , etc) that may be used to offset such condition(s).

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

Section 1.4 Use of Gender Pronoun and the Term “Days.”

The use in this Agreement of a specific gender pronoun is intended to refer to the Employee workforce as a whole and not to any specific gender. All timeframes, unless noted otherwise, will be in calendar days.

ARTICLE 2 Union Security

Section 2.1 Union Security.

It shall be a condition of employment that all Employees covered in this Agreement who are members of the Union in good standing ~~on the effective date of this Agreement~~ after the completion of their 90th calendar day working and shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) calendar working day following the effective date of this Agreement, become and remain members of the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its effective date shall, on the ninety-first (91st) work calendar day following the beginning of such employment, become and remain members in good standing of the Union.

For the purpose of this Agreement, “members in good standing” shall be defined to mean Employees who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or maintaining membership.

The failure of any Employee to become a member of the Union, and/or maintain Union membership in good standing by failure to pay the periodic dues of the Union, as herein provided, shall obligate the Company, upon written notice from the Union to such effect, and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to discharge such Employee within fourteen (14) calendar days of receipt of written demand from the Union. The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability of any kind whatsoever which may arise out of or by reason of action taken by the Company in reliance upon such written notice from the Union.

Section 2.2 Check off

Commencing on or within ten days after the 30th day of initial hire, the Company will deduct in by the second pay period of each calendar month from the pay of each Employee all Union initiation fees and dues when such Employee has signed a form, “Authorization for Union Initiation Fee and Dues Deduction,” and it has been presented to the respective Employer. If an Employee does not receive a check in the second week of the month, the monthly dues will be withheld on the next check he receives. Deductions of initiation fees for new Employees who are new members of the Union shall be made out of the second period of the month following presentation of the Authorization form to the respective Employer.

All deductions of initiation fees and dues shall be remitted to the Financial Secretary-Treasurer of UAW Local 2000 not later than the second full week of the month following the month for which the deductions are made.

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

Accompanying the monthly dues check will be a listing of all Employees who have had dues deducted for the remittance period. The following information will be included for each Employee: name, social security number, and the amount of dues deducted. If dues are not deducted for an Employee in a remittance period, the reason why such dues were not deducted will be included. This will include the reason as well as the time period; e.g. personal leave, sick leave, military leave, resignation, retirement. Amounts remitted for application and initiation fees will be identified as such.

Should there be any questions concerning the information provided with the monthly union due remittance, an accredited representative of the local union will meet with a Company representative to review the appropriate working records.

The Company shall be relieved from taking such "check off" deductions upon:

1. Termination of employment;
2. Transfer to a job other than one covered by the Bargaining Unit;
3. Layoff from work; or
4. An agreed leave of absence without pay.

Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Company will immediately resume the obligation of making said deductions.

This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation payment pursuant to the Union Constitution in order to remain in good standing. The Company shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive forty (40) hours pay or more.

The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability of any kind, whatsoever, which may arise out of or by reason of action taken or omitted by the Company in relation to the provisions of this Article.

Section 2.3 V-CAP Check Off.

The Company agrees that it will deduct V-CAP deductions, on a monthly basis from the wages of the Employees who have made application for such deduction; provided the Company has received from each Employee, on whose account such deductions are made, a written assignment, individually signed and authorizing the Company to make such deductions. All check-off authorization forms shall conform to applicable law, and shall be supplied by the Union to the Employees.

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

APPLICATION FOR MEMBERSHIP

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)
DETROIT, MICHIGAN 48214

Date _____
Name _____ Local # _____ Unit # _____
Address _____ City _____ State _____ ZIP _____
Tel # _____ Dept _____ SSN/Ee # _____

I hereby designate, select and empower the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), its agents or representatives, to act for me as my exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and I hereby revoke every selection or designation which in any manner may heretofore have been made by me, or any other representative for any of such purposes.

I pledge my honor, while a UAW member, to faithfully observe the Constitution and laws of the Union and the Constitutions of the United States for the Dominion of Canada as the case may be; to comply with all the rules and regulations for the government thereof; not to divulge or make known any private proceedings of the Union; to faithfully perform all the duties assigned to me to the best of my ability and skill; to so conduct myself at all times as not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.



Applicant's Signature _____
Witness _____

AUTHORIZATION FOR CHECK-OFF OF DUES

TO THE _____ COMPANY Date _____

I hereby assign to Local Union No. _____ International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you) such sum as the Financial Officer of said Local Union No. _____ may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, (UAW). I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, unless state law provides a shorter period; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union, whichever occurs sooner, unless state law provides a shorter period.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

Type or print name of Employee here _____
Signature of Employee here _____
Address of Employee _____
City _____ State _____ Zip _____
Date of Signature _____ Employee Check Number _____ Soc. Sec. # _____
Date of Delivery to Employer _____

A-57-58 Rev. 5/2007

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

ARTICLE 3: Seniority

Section 3.1 Definition

Seniority for benefit purposes is defined as the employee's last date of hire with the Company.

Section 3.2 Seniority List

Upon request, the Company will provide the Union with a written seniority list, including all additions and deletions from the seniority list. The Union will post the seniority list on its bulletin boards. In the event the Company employs more than one new hire on the same date, seniority shall be determined by the way of the last four (4) digits of his/her Social Security number, and if needed, the fifth (5) digit or next higher will prevail.

It is the employee's responsibility to check and identify if there are any errors in the posted seniority list. If there is an error, the employee must protest to the Company and Union and corrections will be made.

Section 3.3 Classifications

Classifications are as follows:

1. General Labors (including picker, checker, sequencer)
2. Forklift Operators
3. Frames
4. Tires
5. ARO *bid and bump rights not applicable; see ARO section

Section 3.4 Temporary Work

In the event of customer demands, rebalance of the work, machine, or equipment breakdown acts of nature such as floods or situations beyond the control of the Company, the Company shall have the right to make temporary assignments, including shift change. Temporary assignments cannot exceed ~~ten (10)~~ fifteen (15) consecutive workdays without regard to seniority. If such condition continues beyond those ~~ten (10)~~ fifteen (15) days, the workforce shall then be adjusted by seniority unless the ~~ten (10)~~ fifteen (15) days are extended by mutual agreement.

In the event of a temporary open position(s) with a less than three month expected duration, due to a government approved medical leave, customer demands, or rebalance of the work, the position will not be posted but will be filled using a temporary pool.

Section 3.5 Recall

Recall from a layoff will be in the reverse order of the layoff by ~~classification qualification~~. The Company will send the recall notice by certified mail to the last home address it has for the employee if return to work date is not known prior to layoff. It is each employee's responsibility to inform the Company of any changes in his/her home address and phone number. The company will notify the Union of those eligible to return to available work.

Section 3.6 Vacancy

When a vacancy occurs, information concerning such vacancy shall be posted for ~~three (3)~~ two (2) scheduled workdays (~~Monday through Friday~~) in order for employees to bid on the opening. The

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

posting will include: Job title classification, shift, location, physical demand, rate of pay, date of posting and date to be removed.

The bid will be awarded by seniority based on qualification. If no qualification exists, bids will be awarded by seniority only. In the event that no one is awarded a job, the jobs will be assigned by reverse seniority. No more than three (3) successive bumps/assignments changes will be allowed. Positions will be assigned to the employee that meets the qualifications of the job with the highest site seniority through the bid process. Employees awarded positions will be placed into the new positions within 15 days following the awarded bid.

A successful job bidder shall not be permitted to bid into another job within three (3) months of the successful bid.

An Employee who successfully bids and fails to perform the duties of the new position in a satisfactory manner (as dictated by the Company's training) within five (5) days of starting the new position, as determined by the supervisor, or who voluntarily disqualify themselves within three (3) days employee shall be placed back into his previous position and shall not be eligible for bid rights for a period of three (3) months.

In the event an Employee cannot perform an assigned/bid job after the five (5) day disqualification period, due to increase customer demand or certified physical disability, the site Plant Manager and the Bargaining Committee shall have the authority to determine where to place this Employee and/or any other affected Employee(s). If there is a dispute between the site Plant Manager and the Bargaining Committee, the matter shall be referred to Human Resources and the Servicing Representative of the Union for resolution.

It will be the responsibility of an employee on an approved leave to contact the Union to exercise his/her bid choice before the removal date.

Job Bids will be closed after 48 hours of posting. If the awarded employee disqualifies himself/herself or is disqualified by the company, the next most senior qualified employee will be awarded the position. If after 5 consecutive disqualifications the job will be filled by a new employee.

Section 3.7 New Work

If during the term of this Agreement, any new work is brought into this bargaining unit, the parties agree that they shall jointly determine how the jobs should be classified for bidding purposed. the Company reserves the right to determine the job qualifications for bidding purposes.

Section 3.8 Rebalance of Workforce

If more than 25% of the entire workforce is impacted due to customer demand there will be a plant wide leveling rebid. The option to disqualify yourself will not apply.

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

Section 3.9 Layoff

In the event of an involuntary layoff due to a reduction in available work, layoffs will be conducted in the following order:

- Temporary/Seasonal workers;
- Probationary Employees; and
- Seniority employees in reverse order of seniority.

Upon notification of a layoff, seniority employees have two options regarding layoffs. Employees may elect to be on a voluntary layoff for a period specified stated in the voluntary layoff period. Employees on involuntary layoff may also elect to be placed on a list for temporary recall for available casual/sporadic day work. Seniority employees must make their election in writing on a form provided by the Company. A seniority employee on involuntary layoff who elects not to be placed on a list will not be called for available casual/sporadic day work during layoff. A seniority employee who elects to be placed on the list will be called for available casual/sporadic day work as follows:

- The Company will call the seniority employee on a specific date when casual/sporadic work is needed. The call will occur more than one hour prior to the start of the available casual/sporadic day work.
- If the Company does not reach the seniority employee or the seniority employee does not contact the Company at least one hour prior to the start of the available casual/sporadic day work, the seniority employee will be removed from the list and will receive no further calls for casual/sporadic day work.
- If a seniority employee turns down two consecutive calls for casual/sporadic day work, he or she will be removed from the list and will receive no further calls for casual day work.
- The Company will call laid off seniority employees on the list in order of seniority, always starting with the highest seniority person.

Seniority employees who perform casual day work will not be eligible for benefits under this Agreement. The provisions of Article 22.6 of this Agreement will not apply to seniority employees called for casual/sporadic day work. Seniority employees who fail to report after accepting casual day work will accrue attendance points under the Company's attendance policy. If an employee fails to show up on two occasions, they will no longer be eligible for casual/sporadic work. If no laid off seniority employees elect to be on the list or do not accept offered casual day work, the Company may assign Temporary/Seasonal workers to perform the work as needed.

Section 3.10 Layoff and Reduction of Force

The steps are as followed:

- A. In the event of a layoff, reduction of positions, or reduction of workload, bumping will occur by classification. The more senior certified and qualified Employee in the classification will be allowed to bump an employee in that same classification with the least classification-seniority, regardless of shift in either Building (Building is defined as the Lorain plant located at 5933 Baumhart Rd, Lorain, Ohio and the Avon plant located at 1200 Chester Industrial Parkway, Avon, Ohio).
- B. If an Employee is bumped out of his/her classification, he/she will have the opportunity to exercise his/her seniority by bumping the least senior in the any other classification of choice within any building and shift.

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

- C. The least senior employee in the unit will then be placed into any remaining open position or subsequently laid off.

Section 3.11 Loss of Seniority Rights

An employee shall cease to have seniority rights and will be terminated if:

1. He/she quits; He/she is deceased;
2. He/she is discharged for just cause and not reinstated through the grievance procedure;
3. He/she is absent for three (3) consecutive working days without notifying the Company directly;
4. He/she gives false reasons for a leave of absence or engages in employment during such leave unless known by the Company and the Union prior to the start of a leave of absence;
5. Failure to report to work three (3) days after recall notification from the Company; receipt of recall notice by certified mail to the last address the Employee provided the Company unless excused for good reason; on the first scheduled day after notification by the Union of a recall;
6. He/she exceeds a leave of absence without written approval from the Company;
7. He/she is laid off in excess of the amount of his/her seniority, not to exceed five (5) years.

ARTICLE 4 Temporary/Seasonal Workers

Section 4.1 Purpose

The parties understand and agree that serving the customer's needs is paramount. The parties cannot cause an interruption of any kind to the customer's operations. To meet this goal and maintain effective operations, the parties agree that it is desirable to maintain a temporary/seasonal workforce.

The Company reserves the right to assign Temporary/Seasonal workers in the classifications for unforeseen volume fluctuations, customer demands, vacation coverage, leaves of absence, absenteeism replacements, short term absences, intermittent work, work requiring specific skills or equipment which is not part of the unionized classification skill set, as well as for workloads of a specific duration or for unusual circumstances.

Temporary/Seasonal workers will follow the overtime procedures within their assigned classification. Temporary/Seasonal workers are not covered by this Agreement.

Section 4.2 Limitations

Temporary/Seasonal workers may also be used for open engineered required to run number ("RTR") positions that have been posted for bid for a period of five work days. This period may be extended beyond five work days should no qualified seniority employee(s) apply for the open RTR position. Temporary/Seasonal workers will be limited to fifteen (15) percent of the RTR.

A Temporary/Seasonal worker will not be utilized longer than 120 days in duration unless both the company and union have agreed on an extension. If a Temporary/Seasonal worker reaches his/her 120 days of service and an extension is not granted by either the company or the union, the Temporary/Seasonal worker will be removed from the facility and he/she will maintain first call status in order of tenure for any opening in the unionized RTR within 30 days following last day worked in the facility. Temporary/Seasonal workers will also provide the hiring pool for unionized RTR positions and will be awarded work based on attendance, work performance, safety and time of service as a

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Temporary/Seasonal worker. A Temporary/Seasonal worker will carry forward seniority if hired after reaching a minimum of 120 days of service and will not be subject to further probationary periods, excluding those applicable to all company benefits.

The Company's assignments of Temporary/Seasonal workers is intended to avoid interruption of customer operations as set forth above and not to erode the number of Union-represented seniority employees.

ARTICLE 5 Representation

Section 5.1 Intent

For the purpose of resolving any disputes and grievances which may arise during the term of this Agreement, concerning rates of pay, working conditions, hours of work, terminations, seniority rights and alleged discrimination, the Company agrees to work with the accredited representative(s) of the Union, selected in a manner determined by the Union.

Section 5.2 Bargaining

Committee & Shift Stewards. The Bargaining Committee will consist of Chairperson, Vice Chairperson and the Recording Secretary. One (1) Steward for each shift per Building. If no member of the Bargaining Committee is working a shift, a Steward will be recognized by the Company for the purpose of representation. The Chairperson shall have the option to work in his/her classification on the first shift. If the Chairperson chooses to work the first shift and does not have adequate plant seniority to hold that shift, he/she shall bump the least senior person who is in that classification and on the first shift, to another shift.

Section 5.3 Notification to Company of Union Representation.

The Union will furnish in writing to the Company the names of the Employees selected to be a member of the Bargaining Committee as well as the shift Stewards. Persons selected to be a member of the Bargaining Committee or a Shift Steward must be a full-time Employee of the Company with seniority. The Union will notify the Company promptly in writing of any changes made therein.

Section 5.4 Orientation.

The Chairperson will be advised when the Company will conduct new Employee orientation. Either the Chairperson or a designee will have the opportunity to meet with the Employee(s) for up to ninety (90) minutes of orientation. The Company will schedule that time with the Chairperson or a designee.

Section 5.5 Reduction in Force.

During the reduction in force, the following members of the Executive Committee shall head the plant wide seniority list for the duration of their terms in the following order (must be qualified to do the work; Chairperson which will be on first (1st) shift, Vice-Chairman which will be on first (1st) shift. The Recording Secretary which will be on second (2nd) shift only if unable to hold 1st shift by seniority. Stewards will head the seniority list on their shift for which they were elected.

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Section 5.6 Union Representation and Overtime.

When overtime is required and a union representative is not scheduled to work, one of the working Employees will be designated by the Union as the Union Representative.

Section 5.7 Grievance Investigation and Meetings.

Grievances shall be addressed during working hours unless the parties mutually agree to a time change. Within fifteen (15) minutes (time can be mutually extended by both parties) of an Employee requesting representation, the Company will use the following process:

- Chairperson
- In the absence of a Chairperson, a member of the Bargaining committee
- If no member of the Bargaining Committee is on site, the Shift Steward Union representatives will be paid reasonable time spent addressing grievances during working hours. Upon informing the site **manager** or his designate, the Bargaining Committee members can remain after their shift or enter the facility prior to the start of their shift **without pay** for the purpose of conducting Union business. **Additional hours beyond schedule must be agreed to in advance with the Company.**

Section 5.8 Discipline, Suspension or Discharge.

Any Employee who for the purpose of being interviewed concerning discipline, suspension or discharge, is called to the plant or removed from his or her work to an area in the plant or to an office, or called to an office, may if they so desire, request the presence of his or her Committee person to represent his/her during such interview. The Employee will be given a copy of any warning, reprimand, suspension or discipline entered on his or her record within three (3) working days of the action taken.

The Company must apply all disciplinary action within three (3) working days. If the Employee has been suspended pending investigation, the Company must take whatever disciplinary action it is going to take against the Employee within five (5) working days of the violation. If the disciplinary action is termination of employment, it must occur within five (5) working days of the violation. The foregoing timeframes can be extended by mutual agreement between the Company and the Union.

Section 5.9 Local Union Representatives

Local Union Representatives shall have union time as listed below, with the understanding they must first notify their supervisor and this time will be paid only when actual Union business is required. The company reserves the right to require adequate notice, whenever applicable, and justification for use of these hours.

The Chairperson will be granted up to sixteen (16) hours and the Vice Chairperson up to 8 hours per week of Union time for required Union business. The chairperson will be allowed full time duty for purposes of representation of the bargaining unit when the total **Production/Seasonal** membership of the bargaining unit exceeds 75. **The chairperson will receive \$1.00 per hour added to the hourly rate of employees former classification pay for performing full time chairman responsibilities.**

The chairperson has the option of working overtime as a material handler and maintain the ARO rate.

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The Recording Secretary will be granted up to four (4) hours per week of union time for required union business.

The Shift Stewards will be granted up to two (2) hours per week of union time for required union business.

During shutdown period, the Chairperson, or his/her designee, will become part of the normal workforce if he/she volunteer to work as long as the facility has less than 75 employees in the facility.

ARTICLE 6 Union Activity and Visitation

Section 6.1 Notices.

The Chairperson or his designate, will receive all notices from the Company, unless it is otherwise specified herein.

Section 6.2 Visitations.

The Company will not deny the Regional Director, the UAW Representative assigned to service this unit, or the President of Local 2000 or any of their designates, access to the Company's facilities for the purpose of conferring with the management representatives, Grievance Committee, and/or Employees, for the purpose of administrating this Agreement. It is agreed that such access will not interrupt the site's work schedule and there is compliance to all site rules.

ARTICLE 7 Bulletin Boards

The Employer will provide one (1) secured and lockable bulletin board for the use of the Union for Union notices. All bulletins to be posted shall be submitted to a representative of the Employer prior to posting. Union notices shall be restricted to the following:

1. Notices of union recreational and social affairs.
2. Notices of union elections, appointments, and results of Union elections.
3. Notices of Union meetings as well as communications from the Union.

ARTICLE 8 Union File Cabinet

The Company will provide designate the Union with an office at the Baumhart plant at either location to conduct Union activities; this office will include internet access, printer, copier and fax access, desk and chair, a locking four (4) drawer file cabinet, to use for Union business.

ARTICLE 9 Promotion Out Of the Bargaining Unit

Any Bargaining Unit Employee promoted to a non-bargaining unit position will be allowed to return to the bargaining unit, will continue to accrue seniority only for the first thirty (30) calendar days from the date of the promotion. After such thirty (30) calendar day period, if the Employee returns to the bargaining unit, the Employee would be placed at the bottom of the seniority board for the purposes of bidding, layoff/recall and vacation selection.

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

ARTICLE 10 Management Rights

The Union recognizes and agrees that the Company reserves and retains the sole and exclusive right to manage its businesses and to direct the working force except to the extent that the express provisions of this Agreement specifically limit or qualify this right. The Company's right to manage its business includes, but is not limited to, **administration/company policies**, the right to hire, promote, demote, transfer, assign and direct Employees; to discipline, suspend and discharge for just cause, to retire or relieve Employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations not inconsistent with the provisions of this Agreement; to increase or decrease the working force; to determine the number of shifts, departments or the work to be performed; to determine processes to be employed; to determine quality and establish reasonable work standards; to determine the number of hours per day or per week operations shall be carried on; to establish and change work schedules and assignments; to relocate all or any portion of the operations now or hereinafter carried **on at the either facilities** covered by this Agreement; to schedule hours of work, including overtime; to reduce the normal workweek of all Employees because of business necessity as an alternative to layoff; to add shifts or terminate existing shifts in accordance with customer needs; to determine job content and **classifications and qualifications** required; to maintain safety, efficiency and order as to all operations; and to exercise all and any such other rights as are provided by law.

ARTICLE 11 No Strike, Stoppages, Lockouts

Section 11.1 General.

It is the intent of the Company and the Union to this Agreement that the procedures herein shall serve for the peaceable settlement of any disputes that may arise between them.

Section 11.2 No Strike or Stoppages.

During the term of this Agreement, the Union agrees it will not encourage, sanction or approve any strike, stoppage, slowdown or other interruption of work growing out of any dispute which is subject to the grievance procedure under the terms of this Agreement and the supplements thereto. On the contrary, the Local Union will actively discourage and endeavor to prevent or terminate any strike, stoppage, slowdown or other interruptions of work growing out of any such dispute. The Company shall be privileged to discipline or discharge Employees responsible for such unauthorized activities without violation of the terms of this Agreement, subject, however, to the Grievance and Arbitration provisions of this Agreement, but the only question before the Arbitrator shall be whether the Employee participated in such unauthorized activity.

Section 11.3 No Lockout.

The Company agrees as long as this Agreement is in effect there shall be no lockout.

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

ARTICLE 12 Honoring a Picket Line

If an Employee confronts a primary authorized picket line, including one at the Company's places of business in Avon, he/she is free to cross or not cross the picket line the Union agrees that the Company may use all and any means to complete its responsibilities to the customer.

ARTICLE 13 Probation Period

New Employees shall be on probation until completion of the first ninety (90) **calendar working** days from the date of last hiring. During this probation period, new Employees shall be considered as being on a trial, subject to immediate dismissal at any time at the sole discretion of the Company. Unless expressly provided otherwise during the probation period an Employee will not be eligible for coverage under the benefit plans in place at the operation where he is employed. Discharge during the probationary period shall not be subject to grievance and arbitration. Upon completion of the probationary period, Employees shall enjoy seniority status from the date of last hiring.

ARTICLE 14 Grievance & Arbitration Procedure

Section 14.1 Purpose.

It is the intent of the Company and the Union that this grievance procedure shall provide for an efficient means for the peaceful settlement of any and all disputes that may arise concerning the interpretation or application of this Agreement as well as any and all matters related to the employment of Employees. In addition, the Parties agree that the Union and Source Providers are responsible for the entire administration of the grievance and arbitration process.

Section 14.2 Informal Resolution.

The Company and the Union recognize the importance of promptly resolving workplace issues and complaints. To that end an Employee and a designated union representative, shall raise any concerns orally with his immediate supervisor. The parties will make a good faith effort to resolve the issue and/or complaint at this informal state without the necessity of a grievance being filed.

Section 14.3 Processing of a Grievance.

1. Verbal: A meeting will be scheduled to attempt to resolve the written grievance within ~~three (3)~~ **five (5)** working days of the filing of the written grievance. This meeting will include the Employee who signed the grievance, his union representative, and the Plant Manager. If the matter is not resolved at the meeting, the Supervisor will provide a response to the union representative within ~~three (3)~~ **five (5)** working days. **Discharges and/or suspensions shall be processed directly into Step 2 of this procedure.**
2. Within ~~three (3)~~ **five (5)** working days of receiving the Step 1 written response **or an introduction of a discharge and/or suspension grievance**, the Union may make a written request for a meeting between the Local Bargaining Committee and the Plant Manager in attempt to resolve

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

the written grievance if it was not satisfied with the Step 1 response. Such meeting will be scheduled at a time that is mutually agreed upon by the Company and designated Union representative. If the matter is not resolved at the meeting, the Company will provide a written response to the Union within ~~three (3)~~ five (5) working days.

3. Within three (3) working days of receiving the Step 2 written response, the International Union and/or Local 2000 may make a written request for a meeting with the Director of Human Resources in an attempt to resolve the written grievance. Such meeting will be scheduled at a time that is mutually agreed upon by the Company and designated Union representative. If the matter is not resolved at the meeting, the Company will provide a written response to the Union within three (3) working days.

If the issue is not resolved at Step 3 the following options are available. In order to proceed to arbitration, the party requesting arbitration must notify the other party in writing within ten (10) working days of receiving the Step 3 written response of its intentions to submit the grievance to arbitration.

Section 14.4 Selection of an Arbitrator.

If the parties are unable to select an arbitrator within fourteen (14) calendar days of the date of the written request for arbitration, the parties shall jointly request a panel of nine (9) names from the American Arbitration Association without geographic limitations. Either party can reject one panel in its entirety and request that the American Arbitration Association provide a new panel with nine (9) different names. This must be done within five (5) calendar days of receipt of the panel that a party rejects. All persons whose names are provided in either panel must be members of the National Academy of Arbitrators. The parties shall alternatively strike names for the panel until one (1) of the nine (9) names remains. The selection shall be made within five (5) calendar days after receipt of the panel. The parties shall share the cost of each panel request equally.

Section 14.5 Arbitrator's Decision.

The parties agree that the arbitrator's decision shall be final and binding. The arbitrator shall have no authority to negotiate a new Agreement or to add to, ignore or alter the language of this Agreement. The arbitrator shall not impose on any party a limitation or obligation not explicitly set forth in the Agreement, nor shall the arbitrator alter any wage rate or structure, benefits, or other terms and conditions set forth in the Agreement. Nor shall the arbitrator have the authority to award back pay or any other financial remedy covering a period of time prior to the date of the event that generated the grievance.

Section 14.6 Number of Grievance per Arbitration.

Except by mutual agreement of the parties, not more than one grievance shall be submitted to or be under review by any one arbitrator at any one time.

Section 14.7 Discharge Suspensions or Layoffs.

Grievances involving the discharge, suspension or layoff of an Employee must be presented in the Step 1 of the grievance procedure.

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

Section 14.8 Costs of Arbitration.

The Company and the Union shall share equally all costs of arbitration, the arbitrator's fees and expenses. Each party shall bear the expense of its own presentation, including witness and attorney's fees.

Section 14.9 Invoking Arbitration.

Only the Union, on behalf of an aggrieved Employee(s) and the Company can invoke arbitration.

Section 14.10 Time Limits.

The time limits contained in this Article are mandatory on both parties and may not be waived except by mutual written agreement between the parties. If either party fails to adhere to the time limits, the following will apply, on a non-precedent basis: If it is the Company, the grievance is granted. If it is the Union, the case is settled on the basis of the Company's last rendered decision.

Section 14.11 Reinstatement of Grievances.

Where settled grievances are subject to appeal by the aggrieved Employee and in those appeal cases where the International Union, UAW, by either its Executive Board, Public Review Board or Constitutional convention Appeals Committee has reviewed the disposition of a grievance and found such disposition was improperly effected by the Union or representative involved, the Servicing Representative may inform the Company representative in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition on the grievance occurred.

ARTICLE 15 Safety & Health

Section 15.1 Intent.

The Company, the Union and the Employees recognize their obligations under existing Federal and State laws with respect to safety and health matters.

Section 15.2 Safety Rules.

Failure to wear designated safety equipment or to comply with posted safety rules shall be grounds for disciplinary action.

Section 15.3 Safety Committee.

A Safety Committee will be formed for each operation. Each Safety Committee will consist of two seniority Employees of the respective operation selected by the Union and an equal number of managers. Meetings of the Safety Committee will be scheduled on Company time.

Section 15.4 Safety Equipment.

The Company will make available to the Employees the following safety supplies: approved personal protective equipment.

Section 15.5 On the Job Injury.

An Employee injured on the job must report the alleged injury immediately to management. When requiring a doctor's care for a work-related injury, an Employee must go to the Company's physician/clinic. When an Employee is injured in the course of his work and sent by the Company to a

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

doctor, the Employee will be paid for the lost working time required to go to and return from the doctor. If he is not permitted to return to work on the day of the injury, he will receive pay for the balance of the shift. This compensation will be based on the Employee's regular hourly rate of pay.

Section 15.6 Working Safely.

It shall not be a violation of this Agreement or considered an unjustified refusal when an Employee refuses to operate a piece of equipment or do an assignment if by doing so would constitute a violation of any federal rules, regulations, standards, or orders applicable to safety or health, or because of the Employee's reasonable apprehension of serious injury to himself/herself. The unsafe conditions causing the Employee's apprehension of injury must be of such nature that a reasonable person, under the circumstances then confronting the Employee, would conclude that there is a bona fide danger of an accident, injury, or serious impairment of health, resulting from the unsafe condition. In order to qualify for protection under this provision, the Employee must have sought from the Company **in writing unless immediate safety risk (time permitting)**, and have been unable to obtain, correction of the unsafe condition.

Any forklift accident or incident, regardless of injury or damage, will result in retraining and recertification per OSHA regulations. This retraining/certification must take place prior to the Employee operating a forklift again. A forklift certification will be valid for two (2) years.

ARTICLE 16 Non-Discrimination

Section 16.1 Non-Discrimination.

The Company and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, or lawful union activities nor will they limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of race, color, religion, sex, age, national origin, or lawful union activities or engage in any other discriminatory acts prohibited by law. This Article also covers Employees with a qualified disability under the Americans with Disabilities Act although whether the Company has complied with the ADA's statutory requirements shall not be subject to the grievance or arbitration procedure.

ARTICLE 17 Leaves of Absence

Section 17.1 General.

1. It is the intent of the parties that no provision of this Agreement shall be used in a manner as to deprive the Company of a workforce capable of performing all available work efficiently.
2. A leave of absence, as detailed below, may be granted under the conditions herein set forth. All leaves of absences shall be without pay or benefits (except as provided by law.) Upon return to work, the Employee will return to his former position or a substantially equivalent one with full pay and benefits effective the date of return.
3. Unless explicitly approved by the Company, a leave of absence shall not be granted in order for any Employee to accept other employment.

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

4. If during a leave of absence an Employee is in another employment, the Company shall have the right to terminate the Employee.

Section 17.2 Family Medical Leave Act.

The Company is in full compliance with the Family and Medical Leave Act (the FMLA) and agrees to extend FMLA coverage to Employees covered by this Agreement to extent required by the eligibility rules of the FMLA and in accordance with the Company's policies governing administration of the FMLA.

Section 17.3 Personal Leave.

At the Company's discretion, a leave of absence of not less than one (1) week and not to exceed thirty (30) days may be granted, without pay, and without loss of seniority standing, in an emergency or for any good purpose(s), upon written request by the Employee. Said approval shall be acknowledged by signature of the Employee, the Company's Manager or his authorized representative, and witnessed by the signature of the Union representative, or alternate with copies supplied to the Employee and the Union.

Any extension of a leave of absence beyond thirty (30) days shall be by mutual written agreement between the Company and the Union only.

Personal leaves will not be granted for reason already covered by state, federal, and local laws.

Employee must first exhaust all his/her paid vacation time prior to use.

Section 17.4 Union Leaves.

Upon written request to the Employee's supervisor at least ten (10) calendar days prior to the effective date of a Union leave listed below, such leave will be granted by the Company granted on terms and conditions agreed to between the Company and the Union in accordance with the needs of the business.

1. A seniority Employee elected or appointed to an office in Local 2000 or the International Union, will be granted a Union leave of absence without pay or benefits for the time of the appointment. Such leave will be renewed on an annual basis, up to a maximum of five (5) years at which time the individual must return to work or resign.
2. A seniority Employee may be granted a leave of absence for up to two (2) weeks per year to attend the National Convention, be a delegate to the Union's summer school, or work on Local Union business. No more than two (2) Employees can be off under the provisions of paragraph (b).

Section 17.5 Military Leave.

The Company conforms to the Uniform Services Employment and Reemployment Rights Act (USERRA) and any applicable state and federal laws in reference to military leaves. A military leave of absence without pay is granted to any Employee who enters active duty in the US Armed Forces, without loss of service or job status. Employees are to notify the Company as soon as they are aware of their military obligations.

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

ARTICLE 18 Jury Duty

All regular full-time Employees with seniority called for jury duty will receive the difference between their normally scheduled hours straight time pay at the applicable hourly rate and actual payment received for jury service for each day of jury duty up to a maximum of ten (10) days pay for each contract year. The Company will require a receipt for jury pay.

ARTICLE 19 Bereavement Leave

When death occurs in an Employee's immediate family, the Employee, upon request, shall be excused for up to three (3) working days up to and including day of funeral. The Company may request that proper evidence be submitted by the Employee. The Employee will be paid three (3) working days at his/her regular rate of pay. **Out of state funerals shall be granted up to five (5) additional days without pay provided employee proof of travel.** The Company ~~will~~ **may** grant an additional unpaid leave up to **twenty (20)** days when requested. The immediate family is defined as follows: spouse, parent, child, grandchild, brother, sister, parents-in-law, daughter-in-law, son-in-law, step-brother, step-sister, **step-child**, step-parent or grandparent.

ARTICLE 20 Paid Holidays

Holidays are based on the customer's schedule. The Company agrees that following their ninety (90) **calendar working** day probationary period, all regular full-time Employees shall receive nine (9) of designated holidays off, with holiday pay on the basis of their normally scheduled hours of pay at their respective regular straight-time hourly rates.

New Years' Day *
 Martin Luther King Jr Day *
 Memorial Day *
 Independence Day *
 Labor Day/Voting Day (Presidential Election year) **
 Veterans Day *
 Thanksgiving Day *
 Christmas Eve Day *
 Christmas Day *

* It is agreed that the Company and Union will meet and agree on each year's paid holidays no later than the closest work day to the first day of February or the first available date after the holiday posting by the customer serviced. The days agreed must always coincide with the holidays posted by the customer serviced. The Union and the Company must mutually agree on the holidays each year, however, they must always be on a holiday observed by the customer.

** **During years of a presidential election, voting day will replace one the nine (9) holidays.**

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

If Employees are asked to work on one of these holidays they will be paid double their regular rate for all hours worked on the holiday. Paid holidays will be used in computing an Employee's eligibility for overtime.

To be eligible for holiday pay the Employee must work on the nearest scheduled workday, both preceding and following the holiday, unless the Company agrees otherwise. Probationary Employees are not entitled to holiday pay. **Holidays that fall in shutdown weeks will be converted to floating holidays and mutually designated to a specific day.**

~~If a holiday occurs during the Employee's vacation, he/she shall be paid holiday pay in accordance to above in addition to the vacation pay or shall receive one (1) additional day's vacation with pay at the Employee's option. If a holiday occurs during the employee's vacation, the holiday will count toward the 40 hours and only 30 hours will be required for vacation~~

ARTICLE 21 Vacations

Section 21.1 Definition

A vacation year is a calendar (i.e., January 1 through December 31.) To receive vacation, an Employee must:

- Be on active payroll as of the last day of the vacation year;
- Be on full-time employment status. On the last day of the vacation year, an Employee will be credited with vacation days based upon prior continuous credited service.

Employees are not able to use vacation until the next full year of employment. Vacation pay shall be based on the Employee's regular straight time hourly rate at the time of vacation. For purposes of calculating vacation pay, it is assumed that the Employee would have worked **eight (8) ten (10)-regular** hours during each day of vacation. If the regular work scheduled has been modified to accommodate the customer, vacation pay will be based on the modified work scheduled. In no event will more than 40 hours be paid for a vacation week. Vacations are based on a calendar year rather than an anniversary year. Therefore, vacation time could be earned prior to having a full year of employment.

NOTE: Vacation time can be taken at the time of Employees' choice based on seniority and availability. The employee must notify the Supervisor and/or Human Resources of his/her request to work overtime available to them before and after their vacation period. This must be requested prior to the vacation leave and to provide a telephone number where they can be reached. They must agree to work the first (1st) scheduled day of overtime to work the 2nd or 3rd overtime opportunity. The Employee must respond to the Company's call within four (4) hours of being contacted-

~~All current Employees will have one (1) paid week of vacation in 2010.~~

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

Section 21.2 Vacation Schedule

New hires will follow a prorated vacation schedule: Prorated during year of hire:

January hire – 36 hours
 February hire – 32 hours
 March hire – 28 hours
 April hire – 28 hours
 May hire – 24 hours
 June hire – 20 hours
 July hire – 16 hours
 August hire – 12 hours
 September hire – 8 hours
 October hire – 8 hours
 November hire – 4 hours
 December hire – 0 hours

Year after hire through year two (2):	40 hours
Years 3 through 4	80 hours
Years 5 through 10	120 hours
Years 5 through 11	120 hours
Years 12+	140 hours

The Employee must take the earned vacation prior to the end of the calendar year following the vacation year (i.e., the year following the vacation year in which the credited service occurred.) If an Employee's paid vacation accrues or is payable during a period in which he/she is otherwise entitled to unemployment compensation, the Employee's right to payment will be deferred until after the termination of the unemployment period. There will be no rollover of unused vacation time from one calendar year to another calendar year.

Employees resigning or terminating employment will be paid accrued but unused vacation in the next payroll cycle following their last date of employment. Vacation pay is subject to all applicable withholdings.

Section 21.3 Vacation Time Off Option

At the beginning of each shift, and at the discretion of the shift supervision, the staffing level will be determined. Should that shift be overstaffed, per the shift supervision, the bargaining unit employees will be provided an opportunity to VTO (Vacation Time Off) for the day by the number of slots open by shift. VTO will be based on seniority to the number of open VTO possibilities and will initially lead with highest seniority receiving the first opportunity for VTO, thereafter, a rotation list will be utilized until all employees have had an opportunity to utilize the VTO request process. The tire and frame areas will be limited with VTO opportunities (no more than one per shift) due to the nature of the positions and amount of staffing in those areas. Employees will VTO utilizing paid vacation but may choose to be paid only time actually worked on that day, if applicable.

ARTICLE 22 Hours of Work – Overtime

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

Section 22.1 Standard Hours

The standard hours of work shall be ~~eight (8)~~ **ten (10)** hours per day and forty (40) hours per week, which may be modified by the employer to meet varying production demands. Workers will receive a thirty (30) minute unpaid lunch break. The Employer reserves the right to schedule the work and assign Employees based on seniority and qualifications to perform such work as it is deemed necessary.

1st 2nd shift – 6:00 am to 4:30 pm Monday thru Thursday and shall consist of (4) four (10) ten hour days

2nd 3rd shift – 5:30 pm to 4:00 am Monday thru Thursday and shall consist of (4) four (10) ten hour days

All Employees shall report to work at the beginning of their designated shift to be determined by the Employer. Any deviations from the regular schedule will be communicated to the Employee as soon as possible. There will be no minimum or maximum guaranteed number of hours.

Section 22.2 Break and Meal Periods

All Employees will be allowed two (2) paid breaks each day. The scheduling of breaks will be at such time as to not interfere with production, with one in the first four (4) hours of the workday and one in the second four (4) hours of the workday, whenever possible. **The Company reserves the right to make any changes based on the customer demands.**

8 hour day = 2 – 15 minute paid breaks

10 hour day = 2 – 20 minute paid breaks

1st shift *
 1st break – 8:40 am to 9:00 am
 Meal period – 11:00 am to 11:30 am
 2nd break – 2:10 pm to 2:30 pm

2nd shift *
 1st break – 8:00 pm to 8:20 pm
 Meal period – 11:00 pm to 11:30 pm
 2nd break – 1:45 am to 2:05 am

***Break and meal periods may change due to customer demands. The Company and Bargaining Committee will meet to review and agree on any changes required to the break and meal periods due to customer demands.**

Section 22.3 Overtime

An Employee will receive one and one-half (1-1/2) times the regular hourly rate for every hour worked in excess of forty (40) hours in one payroll week. The seventh (7th) consecutive **work** day worked **within the same pay period** will be paid at two (2) times the hourly rate. Approved paid time off such as Vacation, Holidays, Jury Duty, Bereavement Leave and Military Leave will count towards the hours worked for the computation of overtime.

Section 22.4 Pay Periods

Wages are paid weekly, with each pay period beginning Sunday thru Saturday. Wages will be paid by direct deposit **or paycard**. Should a payday fall on a holiday, deposits will be available on the first regular workday preceding the holiday.

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

In assigning overtime, the Employer will offer overtime by classification, qualification and seniority, going by the seniority list, if there are not enough volunteers through the list, overtime will be assigned by classification, qualification and seniority on a mandatory basis from the bottom of the list.

Section 22.5 Altering Work Weeks

Nothing contained in the Agreement shall preclude the Company from adopting other work schedules or workweeks in accordance with the needs of production. The Company and the Bargaining Committee will meet and mutually agree if any other type of work schedule or workweek changes is required. The workweek shall not be changed for the purpose of avoiding overtime.

Section 22.6 No Work Available

Except for acts of God or situations beyond the control of the Company, an Employee who reports for work after instruction by his/her supervisor or other Company representative shall be guaranteed four (4) hours' work or pay at the applicable rate. Unless Employee volunteers to go.

ARTICLE 23 Benefits

Section 23.1 Eligibility

Employer shall provide single, double, and family coverage Group Health and Medical Insurance to all regular full-time Employees effective on the first day of the month following the completion of the ninety (90) calendar day probationary period. The cost of such Group Health and Medical Insurance, Dental Insurance, and Vision Insurance coverage shall be divided between the Employer and the Employees as follows:

Employer shall pay 80 percent (80%)

Employee shall pay by payroll deduction 20 percent (20%)

Section 23.2 Insurance

Employer agrees to maintain in effect, Group Health and Medical Insurance, Dental and Vision plans with an insurer of the Employer's choice. The group Health and Medical Insurance plan will be a PPO design with an In-Network coverage share of 80% to the Company and 20% to the Employee for all covered services unless otherwise designated. Non-Network coverage of services will beat a 60% to the Company and a 40% to the Employee for all covered services unless otherwise designated. A full summary of benefits for all insurance plans, medical, dental, and vision will be provided in a separate document to all participants. (see Anthem PPO dated 4/1/10, SunLife Dental PPO dated 4/1/10, and VSP Vision Plan dated 4/1/10.) The parties agree that the Employer may change insurers at any time during the term of this Agreement. The union will be notified prior to any change in any benefit plan insurer. There will be no change in any provided benefit due to a change in insurers.

Section 23.3 Benefit Entitlement

An Employee who is absent because of an on-the-job injury shall retain his/her insurance benefits until the end of the month following the month in which the on-the-job injury occurred provided the Employee has paid his/her share of the premium.

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

An Employee who is absent due to temporary layoff shall retain his/her insurance benefits until the end of the month in which the layoff occurred.

Insurance benefits for an Employee who is permanently laid off or terminated will cease on the date of such permanent layoff or termination.

If the Group Health and Medical Insurance is eligible for benefits under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") and in accordance with federal guidelines, an Employee may elect to continue his/her benefit coverage by payment of all applicable premiums to the Employer or, if applicable, to the insurance Company, but not to exceed eighteen (18) months and limited to the Employee's right if any and if applicable under COBRA or similar State law.

Section 23.4 Life Insurance

Employer agrees to maintain in effect a group term life insurance policy of \$30,000 per qualified Employee, with an insurer of the Employer's choice providing Employee (only) coverage effective on the first day of the month following the completion of the ninety (90) working day probationary period. The cost of such Life Insurance coverage shall be paid by the Employer.

Section 23.5 401K Plan

A 401K Plan will be established with a Company Match of \$.25 for every dollar up to the first 6% of the pretax contribution.

~~Company will allow an Employee paid carrier (Aflac) or a similar organization to offer Source Provider Employees optional insurance. The Company will have no role in the administration of the optional insurance plans other than taking the authorized Employee premium deductions and forwarding deductions to the plan carrier.~~

ARTICLE 24 Wages and Classifications

Paid upon ratification of the ~~2015~~ 2019 Collective Bargaining Agreement, a special one-time lump sum payment of ~~\$350.00~~ \$550.00 being paid the second payroll following ratification to all Employees with seniority. This is a gross amount which is subject to applicable withholdings.

Section 24.1 Base Rates

~~Effective: January 1, 2015 January 1, 2016 January 1, 2017~~
~~Hourly Rate: \$14.00 \$14.50 \$15.00~~

~~Effective: January 1, 2018 January 1, 2019~~
~~Hourly Rate: \$15.50 \$16.00~~

Classification	January 1, 2020	January 1, 2021	January 1, 2022
General Labor	\$16.35	\$16.85	\$17.35
Fork Truck	\$16.35	\$16.85	\$17.35
Tires	\$16.50	\$17	\$17.50

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

Frame Rails	\$16.50	\$17	\$17.50
(ARO)	\$17.50	\$18.00	\$18.50

ARO Classification: Earn \$1.00 more per hour above contract rate.

Section 24.2 ARO

ARO's perform assignments of absentee replacement, employee training, emergency relief, audits, cleaning and or other duties which may be required to maintain efficient operations. The number of ARO's will be determined by the Company, based upon need and decrease or increase in shifts and absenteeism. The Company will maintain ARO's at 10% of the total direct and indirect production headcount per shift (excluding ARO classification), but may reduce direct and indirect production headcount per shift (excluding ARO classification), but may reduce the number of ARO's if total headcount is reduced.

***During the event of a layoff or reduction of force, bid and bump rights do not exist within this particular classification. Should an ARO position need to be replaced due to seniority, the Company will select that replacement from the remaining membership at its discretion.**

Section 24.3 New Hire Wages

- 0-6 mos – 85% of contract rate
- 6-12 mos – 90% of contract rate
- 12-18 mos – 95% of contract rate
- 18 mos and over – 100% of contract rate

Section 24.4 Temporary Transfer

When a Bargaining Unit Employee is temporarily transferred into a higher wage classification for 4 (four) 10 hour work days or 5 (five) 8 hour work days, however the shifts are scheduled within a payroll week, the Employee will receive the higher wage for the duration of the transfer period.

Section 24.5 Call in Pay

An Employee will be paid two (2) hours pay or actual hours worked if he is called in to work outside his regular scheduled shift.

Section 24.6 Definition of Regular Time Hourly Rate

The term "regular time hourly rate" is defined as the associate's rate of pay but without overtime or other premiums.

ARTICLE 25 Safety Bonus

Company proposed quarterly lunch if there is no lost time recordable injuries, facility or equipment damage. **This celebration will occur within sixty (60) days of the achievement.**

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

ARTICLE 26 Perfect Attendance

Any Employee that works all scheduled shifts with true perfect attendance will be eligible for \$250 incentive bonus yearly.

ARTICLE 27 Temporary/Seasonal Workers

Section 27.1 Purpose

The parties understand and agree that serving the Customer's needs is paramount. The parties cannot cause an interruption of any kind to the customer's operations. To meet this goal and maintain effective operations, the parties agree that it is desirable to maintain a temporary/seasonal workforce.

The Company reserves the right to assign Temporary/Seasonal workers in the classifications for unforeseen volume fluctuations, customer demands, vacation coverage, leaves of absence, absenteeism replacements, short term absences, intermittent work, work requiring specific skills or equipment which is not part of the unionized classification skill set, as well as for workloads of a specific duration or for unusual circumstances.

Temporary/Seasonal workers will follow the overtime procedures within their assigned classifications. Temporary/Seasonal workers are not covered by this Agreement.

Section 27.2 Limitations

Temporary/Seasonal workers may also be used for open engineered required to run number ("RTR") positions that have been posted for bid for a period of five work days. This period may be extended beyond five work days should no qualified seniority employee(s) apply for the open RTR position. Temporary/Seasonal workers will be limited to fifteen (15) percent of the RTR.

A Temporary/Seasonal worker will not be utilized longer than 120 days in duration unless both the company and union have agreed on an extension. If a Temporary/Seasonal worker reaches his/her 120 days of service and an extension is not granted by either the company or the union, the Temporary/Seasonal worker will be removed from the facility and he/she will maintain first call status in order of tenure for any opening in the unionized RTR within 30 days following last day worked in the facility. Temporary/Seasonal workers will also provide the hiring pool for unionized RTR positions and will be awarded work based on attendance, work performance, safety and time of service as a Temporary/Seasonal worker. A Temporary/Seasonal worker will carry forward seniority if hired after reaching a minimum of 120 days of service and will not be subject to further probationary periods, excluding those applicable to all company benefits.

The Company's assignments of Temporary/Seasonal workers is intended to avoid interruption of customer operations as set forth above and not to erode the number of Union-represented seniority employees.

DURATION

This Agreement shall become in full force and effect at **July 1, 2019** and shall remain in full force through and until 12:00 o' clock midnight on June 30th, 2022. Shall either party hereto desire to terminate, modify or amend this Agreement on or after **June 30, 2022** said party shall give sixty (60) days prior written notice of such desire to the other party.

1. NOTICE TO MODIFY OR AMEND: If a notice to modify or amend this Agreement has been submitted and if negotiations for a new Agreement are not completed by the expiration of this Agreement, this Agreement shall continue in force until the new Agreement is signed, provided, however, that after the giving, by either party of such sixty (60) day notice to modify or amend should the parties be unable to complete negotiations for a new Agreement, either party may terminate this Agreement after the expiration date of said sixty (60) day notice to modify or amend by submitted to the other party in writing a twenty-four (24) hour notice to terminate said Agreement.
2. NOTICE TO TERMINATE: Should a sixty (60) day notice to terminate be served by either party, this Agreement will terminate at the expiration of said sixty (60) day period, unless the parties have agreed on or before that date to a new Agreement or an extension of this Agreement.

Rules and Regulations

It is noted the Company has the ability to establish rules, policies and regulations in the facility. The Company will provide new or modified Employer rules and/or policies to the Union 5 days prior to posting or implementation, except in regards to safety. New rules and material changes to existing rules can be delivered by hand, mail or email to the union. The Employer shall, upon the written request of the Union, meet and confer concerning the proposed new rules and material changes to existing rules within five (5) days of the Union's request. The Union shall convey to the Employer the specific language it believes is unreasonable and be prepared to offer alternatives. If the Parties cannot resolve their differences concerning the new rules or material changes to existing rules, the Employer may implement the new rules or material changes to existing rules, and if the Union believes said new rules or material changes to existing rules are unreasonable or inconsistent with this Agreement, the Union shall grieve the new rules or material changes to existing rules through the grievance and arbitration procedure set forth in this Agreement.

Company Sign: _____ Date: _____ Union Sign: _____ Date: _____

UNION

COMPANY
