

AGREEMENT

Between

AALBERTS IPS



Elkhart Products Corporation

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS UNION LOCAL LODGE 2018



August 11, 2019

ELKHART PRODUCTS CORPORATION

AGREEMENT

THIS AGREEMENT is made and entered into by and between AALBERTS IPS-ELKHART PRODUCTS CORPORATION, (hereinafter called the Company), and the INTERNATIONAL ASSOCIATION OF MACHINISTS, AND AEROSPACE WORKERS UNION, LOCAL LODGE 2018 (hereinafter called the Union).

ARTICLE I

Purpose and Application of Agreement

Section 1.1 Purpose.

It is the intent and purpose of the parties hereto to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Company, the Union, and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes, or other interferences with the work of the Company during the life of this Agreement; and in general, to promote harmonious relationships between the Company and its employees and the Union.

Section 1.2 Application.

It is understood and agreed that this Agreement applies to the Company's plant/facilities at Elkhart, Indiana.

Section 1.3 Ownership.

The provisions of this Agreement shall be binding upon the Company and its successors and assigns and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, or sale or changed in any respect by any change in the legal status, ownership or management of the Company.

ARTICLE II

Recognition

Section 2.1 Recognition.

The Company agrees to recognize and to bargain with the Union as the sole and exclusive bargaining representative for all employees, as defined in Section 2.2, with respect to rates of pay, hours of work and conditions of employment.

Section 2.2 Employee Defined.

The term "employee", as used in this Agreement, applies to all those employees of the Company included in the unit established by the National Labor Relations Board in its election dated September 24, 1957, in Case No. 13-RC-5654, which said unit is described in the certification of said election in words and figures as follows, to wit:

THE UNIT: All Production and Maintenance employees, at the Employer's Elkhart, Indiana plant, excluding office clerical and plant clerical employees, professional employees, draftsmen, engineering clerks, engineers, guards and supervisors as defined in the Act.

Section 2.3 Union Activities.

The Union agrees that neither it nor any of its officers or members will engage in any Union activity while such employees are on Company time, except that which is necessary in connection with the handling of complaints and grievances as provided in Article V, Section 5.4 (Grievance Procedure). All officers, committee persons, union members and stewards shall be excused for monthly Union Meetings with 24-hour prior notification.

Section 2.4 Discrimination.

There shall be no discrimination, restraint or coercion by the Union or the Company against any employee because of activity in behalf of, membership or non-membership in the Union, as specifically authorized in this Agreement, nor shall there be discrimination on account of race, color, creed, sex, national origin or age, handicap, military veterans; or in violation of applicable Federal legislation. All references in this agreement to "he", "him", "his" and "men" shall be construed as meaning either/or both sexes.

Section 2.5 Union Shop.

Local Lodge 2018 of the International Association of Machinists shall represent all hourly non administrative pay associates of the Company at the Elkhart, Indiana plant. Associates can join the Union or refrain from joining the Union per state law.

**ARTICLE III
Management**

Section 3.1 Management Responsibilities.

The Union recognizes that, subject to all other provisions of the Agreement, the Company management shall continue to exercise its exclusive responsibilities to manage the business and direct the working forces, including all such rights and functions not expressly limited by this Agreement, within the guidelines of the contract. Among the exclusive rights of Management but not as a wholly inclusive list of them, are rights to plan, direct, and control business operations, production methods, and production standards; to determine job content; to hire and transfer; to promote employees in accordance with Section 13.1 of this Agreement; to select, instruct, assign and direct the working forces; to determine the qualifications and competency of employees to perform work; to establish and enforce rules and regulations; to suspend, discharge, and otherwise discipline employees for proper cause; to lay off or release employees because of lack of work or for any other legitimate reason; provided, however, that this Article III will not be used for purposes of discrimination against any member of the Union.

The above statement of management's responsibility is subject to all the terms and conditions of this Agreement and is not to be construed to imply that the Union is relinquishing its rights to bargain collectively on matters pertaining to wages, hours and working conditions.

Section 3.2 Security Responsibility.

The parties recognize that security requirements and/or regulations may be imposed upon the Company by the terms of a federal or state law or by a government contract or sub-contract. The Union agrees that in the event the Company is requested by any agency or individual charged with the administration or execution of security regulations, to deny employment to, or remove from the work and/or exclude from the Company, any person, the Union shall abide by such determination and no grievance may be processed through the grievance procedure. In the case of a terminated individual returning to the premises for meeting purposes, such plant visits will be processed through the facility's main lobby during normal business hours. If either party should object to the presence of said terminated individual, other arrangements to conduct the meeting will be mutually agreed upon.

ARTICLE IV Seniority

Section 4.1 Seniority Defined.

The seniority of each employee is based upon length of service with the Company.

Section 4.2 Seniority Lists.

The Company shall prepare a seniority list effective each January 1 and July 1, stating names, addresses, classifications, rate of pay, and the last date of employment with the Company with no time deducted for voluntary or involuntary layoffs, for all employees working, on leave of absence, or on layoff, but excluding employees on military leave. The Company shall, at the time set forth hereinabove, and containing the above information prepare a list, to the Company's knowledge, of employees that are on military leave. Two (2) copies of the above two (2) lists will go to the Chairman of the Shop Committee and one (1) copy of each to the Business Representative.

Section 4.3 Probationary Employees.

All new employees will be hired in FM classification excluding Skilled Trades. Each new employee shall serve a probationary period of ninety (90) calendar days. During the probationary period, the new employee shall be subject to termination of employment, by the Company, at its sole discretion, and grievances may not be presented in connection therewith. Upon completion of the probationary period, a new employee's length of service shall date from the beginning of the probationary period. It is understood that the Company will extend the probationary period in only those cases that the work record of an individual is questionable and additional time is needed to appropriately evaluate the individual to determine if the individual should become a permanent employee. For employees hired after June 30th but prior to January 1st, upon completion of the ninety (90) day probationary period, the employee shall be granted one half (1/2) day of unpaid vacation for each month during the probationary period in which the employee had perfect attendance. All hiring agencies must honor the negotiated bargaining unit work regulations as put forth in the contract.

Section 4.4 Reduction in Force.

The parties agree it is necessary that the Company retain an efficient and well-balanced working force. In the event of a reduction in force, whether by layoff or classification reduction, seniority shall be on a plant wide basis. The Header, Shafer, Group Leader and Special Fittings Welder classifications, shall be considered skilled trades. A notice of at least five (5) work days will be provided to employees scheduled for external layoff. Employees with the greatest plant wide seniority shall be retained in the plant and in their classification. Employees displaced from their shift and/or classification as a result of a layoff or a classification reduction shall, provided they have the reasonable skill and ability to perform the work in a satisfactory manner, have the following alternatives:

When referring to the Tool Room and Maintenance areas, they will be considered as two areas (Tool Room and Maintenance).

In cases of shift reduction where the displaced employee remains in his/her current classification, such employee may elect to replace a junior employee from a multi-machine/process position providing they have previous experience and can fully perform the job with minimal familiarization.

- A. Employees in the Tool Room and the Maintenance areas may replace the junior employee in their respective areas.
- B. Employees in any other area or displaced employees in the Tool Room and Maintenance areas may:
 1. Replace the junior employee who is being laid off, or
 2. Accept a job offered by the Company, or

3. Replace the junior employee in any previously held classification or FM or Servicing including choice of shift and area, as seniority permits, if qualified to fully perform the work of the junior employee being affected with minimal training.
4. Return to previous job, including multi process/multiple machines and classification if seniority allows (if job is eliminated or shift is eliminated.)
5. Accept a layoff in lieu of any of the above listed alternatives.

If it is necessary that an employee be reclassified in order to avoid his being laid off, he shall receive the rate of pay for the job to which he is reclassified in accordance with the hours accredited to him in the classification from which he is transferred.

Provided, however, that if an employee is reclassified to a classification that he has held before, he shall not be placed in a lower progression than he held before.

Shift preference will be granted to those employees who have a shift preference request on file and to those employees, who are losing their shift or classification due to reduction of force, based on their seniority, at the time of layoff.

Whenever possible the Company will offer a voluntary temporary layoff to the hourly employees, however, it is understood that there will be times in the best interest of efficient operations a mandatory layoff will be required.

Section 4.5 Plant Shutdown.

In cases of full or partial temporary plant shutdowns, consisting of one (1) day but not more than ten (10) consecutive work days, a two (2) week advance notice will be provided to the workforce. Limited manpower, if required on said days, will be scheduled accordingly:

1. Senior qualified volunteer, in the classification (all shifts).
2. Senior qualified volunteer, out of classification (all shifts).

Should additional volunteers be needed, the Company may require junior qualified employees, from the classification, to work. If this occurs, such junior employees will be provided a five (5) day notice prior to the commencement of the shutdown. Once the schedule is posted, no further vacations will be approved for the shutdown period. In the event production demands increase between the fifth (5th) day of notification and shutdown commencement, the Union Committee shall be duly notified and additional junior employees shall be required to perform such work.

Section 4.6 Recall.

Recall rights will be to all previously held classifications from which the employee was laid off, provided they have the necessary skill and ability to perform the work available. An employee may refuse recall to a classification, but in doing so forfeits all recall rights to that classification. However, if an employee is laid off out of the plant, upon recall to his original classification the employee must accept the available position. Verbal notice of recall (a phone call) will be placed to the employee's most recent phone number of record by a Company representative in the presence of a Union steward, informing the employee of his recall. In the event that the Company representative is unsuccessful in the attempt to speak with the employee, the employee shall be granted 48 hours in which to respond to the attempted phone communication. After expiration of the 48-hour period, a second phone call to the employee's most recent phone number of record shall again be made by a Company Representative in the presence of a Union steward. In the event that the Company is able to speak with the employee on either attempted phone call, such recalled employee shall report to work within three (3) work days of receipt of verbal notice unless such employee is otherwise employed, in which case, he shall report to work within five (5) work days.

Should the Company representative be unsuccessful in speaking with the employee after the second attempted phone call, the employee shall be granted a period of 72 hours in which to respond to the

attempted phone communication. If the employee has failed to respond to the attempted phone call within the 72-hour period, the next employee otherwise eligible for recall shall be contacted according to the above described method, and the originally recalled employee shall be placed at the top of the list of employees eligible for recall. Additionally, the Company shall send written notice (a letter) via traceable means (delivery confirmation) informing the employee of the previous recall attempts and the employee's now current position at the top of the list of recall eligible employees. Should the employee fail to respond to the written notice with a statement of his desire to return to work and to remain at the top of the recall eligible list within two (2) weeks of delivery of the letter, such employee shall no longer be subject to recall and shall be considered as terminated. An employee who fails to report for work as stipulated herein or who has not been recalled for a length of time equal to his length of service, at the time of layoff from the plant, but not to exceed two (2) years, shall no longer be subject to recall and shall be considered as terminated.

Shift preference will be granted to those employees who have a shift preference on file and to those employees who are being recalled to the classification, based on their seniority, at the time of recall.

Section 4.7 Shift Transfer.

In the event the Company operates more than one shift, employees will, to the extent practical, have preference of shifts on the basis of seniority. Shift transfers, when granted, shall be effective not later than the third new pay period following the granting thereof. An employee who has been transferred at his request shall be eligible to request another transfer one additional time in the twelve-month period beginning with the date of the first transfer.

Section 4.8 Shop Committee.

Members of the Shop Committee shall head the seniority list of the plant. Designated stewards shall head the seniority list during their term of office, secondary only to the Shop Committee. This seniority applies to layoffs and recalls only. Should a Shop Committee member and/or Union Steward volunteer for layoff, recall in line of actual seniority will apply.

Section 4.9 Transfer to Salary.

An employee in the bargaining unit transferring out of the bargaining unit to a salaried position may return to an open job in the bargaining unit, one time, as long as the employee returns within ninety (90) days from the date of transfer from the bargaining unit. The employee returning to the bargaining unit can only be placed in the first available job open for hire (no other employee has job preference or recall rights to this position). The returned employee will be eligible for all benefits effective immediately upon returning to the bargaining unit based on the adjusted seniority date at that time. The adjusted seniority date will be the employee's total continuous service with the company less the time the employee was in a salaried position. The returned employee will accumulate seniority as a new employee for the first six (6) months after returning to the bargaining unit, and this seniority will be used when the company administers the layoff/recall procedure, shift transfers and assigns overtime. The returned employee will not be eligible to transfer under the provisions of the job preference procedure until after six (6) months from the date of returning to the bargaining unit. At the end of six (6) months, the returned employee's seniority date will be adjusted and will be used when the company administers all provisions of the agreement including job preference, shift transfers, layoff/recall procedure and the assignment of overtime. This adjusted seniority date will be the employee's total continuous service less the time the employee was transferred out of the bargaining unit.

Section 4.10 Current Information.

Employees are required to notify Human Resources, in writing, of their present post office address and telephone number and of any change(s) thereafter. In cases where notification to the employee is required, the Company will not be held liable if the last known address and/or telephone number is incorrect.

ARTICLE V Grievance Procedures

Section 5.1 Shop Committee.

The Company agrees to recognize a Shop Committee not to exceed three (3) members and two (2) alternates, who shall be employees with at least three (3) months service with the Company. The members of the Shop Committee shall be elected from Company employees only. In the event the membership fails to comply with this provision the Union may temporarily appoint the Committee members. The Union will notify the Company in writing, addressed to the Plant Manager, immediately of any change in the membership of the Shop Committee. The Company further agrees to recognize a Negotiating Committee not to exceed five (5) members which members shall meet the qualifications set forth hereinabove.

Section 5.2 Grievance Defined.

For the purpose of this Agreement a grievance is defined as a difference of opinion between the Company and the Union or between the Company and an employee, with respect to rates of pay, hours of work, and conditions of employment.

Section 5.3 Informal Complaints - Grievances.

Any employee may consult directly with his supervisor on a matter without it constituting a grievance. Any cases of complaints involving a grievance as heretofore defined in Section 5.2 or involving the meaning or application of any provision of this Agreement, the employee must, with his steward, verbally submit his complaint to the supervisor of the area. In any case where the employee is not satisfied with respect to the disposition of the matter/complaint on which he has verbally consulted with his supervisor, the employee may submit his complaint as a written grievance pursuant to the provisions of Section 5.4. Specifically, the matter/complaint must be verbally communicated to the employee's supervisor within five (5) work days from the occurrence of the incident or the acquisition of direct knowledge by the employee of the condition which gave rise to the complaint. The supervisor will have two (2) work days to respond to the verbal matter/complaint and reach a satisfactory resolution of the matter/complaint. If satisfactory resolution of the matter/complaint is not reached within two (2) work days from the time the employee verbally discussed the matter/complaint with his supervisor, the employee may submit a written grievance which will be processed as Step 1 of the grievance procedure as outlined in Section 5.4. Employees must submit their written grievance within two (2) work days from the time the supervisor responds to the verbal matter/complaint or within two (2) work days from the end of the second work day from the time the employee verbally discussed the matter/complaint with his supervisor, whichever occurs first. A written grievance may not be filed until the matter/complaint has been verbally communicated to the supervisor and the supervisor has been given an opportunity to respond as outlined above.

Prior to conducting and concluding any union related business, union officials shall record on the time and attendance system, such activity period.

Section 5.4 Grievance Procedure.

Grievances must be in writing, properly signed by the employee on forms furnished by the Company. When there are multiple signatures on a grievance, or multiple grievances involving the same issue/incident, such shall be treated as one grievance, and the union shall determine which two (2) aggrieved employees shall be present at all steps as the grievance is processed. Such grievances will be processed in the following manner:

Step 1.

By the aggrieved employee, his chosen steward, and the departmental supervisor, the General Supervisor, or either or both. The grievance meeting will be held within five (5) work days from receipt of grievance. Failure to adjust the matter within two (2) working days after Step 1 meeting, the matter shall be referred to Step 2 for adjustment.

Step 2.

By the Chairman of the Shop Committee, the aggrieved employee, his chosen steward, if desired, and the General Supervisor, the Human Resources Manager, or either or both, or their representatives. Should they fail to adjust the matter within a period of five (5) working days, the Company shall email a copy of the grievance and the Company's answer to the Business Representative of Local Lodge 2018. The company shall schedule a third (3rd) step meeting as soon as possible with the Business Representative.

Step 3.

The aggrieved employee, the Shop Committee and one (1) alternate, a maximum of (4) company representatives, the company legal representative, and the Union Business Representative shall meet to discuss the grievance. By the aggrieved employee, the Shop Committee and a maximum of four (4) company representatives. The Business Representative of Local Lodge 2018 or a representative of the International Association of Machinists may be present at the option of the Committee or the aggrieved employee. The Company shall have ten (10) working days in which to announce its decision. A copy of the grievance with the company's third step answer/position will be emailed to the Business Representative.

Section 5.5 Arbitration.

If a grievance is not settled through the full use of the foregoing Grievance Procedure, the Union may request that it be submitted to final and binding arbitration in accordance with the following:

A. Only grievances having to do with the interpretation and application of Sections of this Agreement, including discharges and disciplinary actions, may be arbitrated, it being specifically agreed that in no case and under no circumstances, may grievances or disputes concerning Management (Article III) be arbitrated, except as they are subject to or in violation of applicable provisions of this Agreement.

Neither shall grievances involving production and job standards, occupational classifications (or the elimination or combining thereof) or occupational content or rates of pay, changes in incentive plans and/or rates be arbitrated.

Nor shall grievances involving the supervisory scheme, control of or cessation of production operations, the Company's wage structure, in whole or in part, including merit increases, or the terms of any contract or agreement entered into or to be entered into in the future be arbitrated.

B. The request for arbitration must be in writing and served on the other party not later than thirty (30) calendar days after the conclusion of Step 3 of the Grievance Procedure.

C. Promptly following the giving and receiving of such notice, the Union Business Representative will send a hearing request to the appropriate arbitrator. A panel of five (5) arbitrators will be selected pursuant to the FMCS Rules as needed.

D. The arbitrator so selected shall arrange for hearing the matter at a date convenient to all parties.

E. The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no power to change, alter, detract from or add to the provisions of the Agreement, but shall have the power only to interpret and apply its provisions in reaching his decision.

F. The fees and expenses of the impartial arbitrator shall be divided equally.

G. No arbitrator shall be able to hear more than one grievance as defined by Section 5.4 of this agreement unless mutually agreed by Company and Union.

Section 5.6 No Strike-No Lockout.

There will be no strikes, slow-downs, work stoppages, picketing, or lockouts during the term of this Agreement.

Notwithstanding anything herein to the contrary, it is agreed that either party may exercise its right of economic pressure as to any matter which is not arbitral under the provisions of Article V, Section 5.5 but not while such matter is still under investigation or discussion under the grievance procedure provided herein and not, in cases where the question of arbitrability is raised before the arbitrator, until such time as the arbitrator rules on this question.

Section 5.7 Time Limits.

Where working days are referred to in this Article V, it shall refer to the normal working day of Monday through Friday, inclusive, but shall exclude Saturdays, Sundays and days falling Monday through Friday which are celebrated as Holidays pursuant to the terms of this Agreement. At any of the steps of the written grievance procedure, the time limits can be extended by mutual agreement of the Company and the Union. Prior to the third step of the grievance procedure, the Plant Manager and Chairman of the Union Shop Committee must mutually agree to the extension. At the third step of the grievance procedure and beyond, the Director of Human Resources and the Union Business Representative must mutually agree to the extension.

Section 5.8 Settlement Date.

Settlements made in connection with grievances shall normally be effective on the date on which the settlement is made unless the grievance is of a type for which an earlier date is provided elsewhere in the Agreement. Should retroactivity of any settlement be agreed upon, such retroactivity shall not extend beyond the date on which the grievance was first presented verbally to the supervisor as stipulated in Section 5.3 of this Agreement.

Section 5.9 Pay for Grievance Time.

No employee shall lose pay for time he spends during his regularly scheduled working hours in the processing of his own grievance, nor shall any Shop Steward lose pay for time he spends during his regularly scheduled working hours in the processing of grievances; subject, however, to the requirements of Section 5.10. The Shop Committee shall not lose pay for the time spent by its members during regularly scheduled working hours in the processing of grievances in those instances where this contract provides that the Shop Committee shall consider said grievances and in the instances where the Shop Committee attends a meeting called by Management. Notwithstanding the foregoing, it is agreed that every effort will be made to keep the time spent in the processing of grievances by the employee, Steward, or Shop Committee at a minimum.

Section 5.10 Handling Grievances.

Shop Stewards may not solicit, but may receive, discuss, and handle Grievances as provided in this Article V, on Company premises during and on working hours. No Steward or employee shall leave his work for the purpose of handling a grievance without first notifying his supervisor, who will make arrangements for his relief, if necessary, if no relief is necessary, or after arrangements are made, the Steward or employee will be given permission to handle the grievance.

ARTICLE VI
Hours, Overtime and Premium Pay

Section 6.1 Intent.

This Article VI is intended only to provide a basis for computing premium pay and no provisions of this Agreement, except for Section 6.6 shall be construed as a guarantee of a minimum number of hours of work per day or week, or pay in lieu thereof, nor limitation on the maximum hours per day or per week which may be required to meet operating conditions.

Section 6.2 Definitions.

A. Employees shall be scheduled to work either on a Normal Work shift or on a Back-to-Back Work shift.

B. Normal Work shift. The regular workday of employees working on a Normal Work shift shall be eight and one-half (8-1/2) consecutive hours (non-paid thirty (30) minute eating period included). Regular working hours for a Normal Work shift shall be as follows:

1 st Shift	6:45 a.m. until 3:15 p.m.
2 nd Shift	3:15 p.m. until 11:45 p.m.
3 rd Shift	10:15 p.m. until 6:45 a.m.

C. Back-to-Back Work shift. The regular workday of employees working on a Back-to-Back Work shift shall be eight (8) consecutive hours (paid eighteen (18) minute eating period included). Regular working hours for a Back-to-Back Work shift shall be as follows:

1 st Shift	6:45 a.m. until 2:45 p.m.
2 nd Shift	2:45 p.m. until 10:45 p.m.
3 rd Shift	10:45 p.m. until 6:45 a.m.

D. When working on a regular shift (either a Normal Work shift or a Back-to-Back Work shift) and additional hours of work are scheduled, such hours will be added to the beginning and/or end of each shift.

E. In the event the Company determines that it is necessary to change an employee from a Back-to-Back to a Normal Work shift, or vice versa, with a shift starting time difference of two (2) hours or less, the employee will be notified not later than the end of the shift preceding said change. In the event the Company determines it is necessary to operate a portion or all of the plant on a different shift basis, whereby the shift starting time for affected employees shall be changed by more than two (2) hours, the Company shall notify the affected employees no later than Thursday at 12:00 noon prior to the change, which change shall become effective with the third shift beginning the Sunday following the giving of said notice.

F. The normal workweek of each employee shall be five (5) consecutive workdays, Monday through Friday, inclusive except for the third shift. The normal workweek for the third shift shall be for five (5) consecutive workdays commencing Sunday evening after 10:00 p.m. as set forth in Section 6.3 D.

G. In the event the company should schedule Saturday or Sunday overtime, the following hours shall be applicable:

5 hour Saturday/ <u>Sunday</u>	1 st Shift	4:45 a.m. – 9:45 a.m.
	2 nd Shift	9:45 p.m. – 2:45 p.m.
	3 rd Shift	11:45 p.m. – 4:45 a.m.
8 hour Saturday/ <u>Sunday</u>	1 st Shift	4:45 a.m. – 12:45 p.m.
	2 nd Shift	12:45 p.m. – 8:45 p.m.
	3 rd Shift	10:15 p.m. – 6:15 a.m.

Section 6.3 Premium Pay for Overtime and Holidays Worked.

Premium pay will be paid as follows:

A. One and one-half (1-1/2) times the basic hourly rate of the employee plus any applicable shift premium shall be paid for all consecutive hours worked in excess of eight (8) within the twenty-four (24) hour period commencing with the time the employee is normally scheduled to start to work.

B. One and one-half (1-1/2) times the basic hourly rate of the employee plus any applicable shift premium shall be paid for all hours worked on a workday commencing on Saturday.

C. Twice the basic hourly rate of the employee plus any applicable shift premium shall be paid for all hours worked on a workday commencing on Sunday or on a day recognized as a holiday except as hereinafter modified.

D. The workweek for the third shift shall commence on Sunday and extend through Saturday. For work scheduled to start later than 10:00 p.m. on a Sunday or a holiday, the overtime provisions of Section 6.3C shall not apply and said hours shall be considered as straight time hours for purposes of computing overtime.

One and one-half (1-1/2) times the basic hourly rate of the employee plus any applicable shift premium shall be paid for all hours worked on a workday commencing after 10:00 p.m. on a Friday.

Twice the basic hourly rate of the employee plus any applicable shift premium shall be paid for all hours worked on a workday commencing after 10:00 p.m. on a Saturday or on a day recognized as a holiday.

E. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement and to the extent that hours are compensated for at premium rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

Section 6.4. Shift Premium.

A shift premium of fifty cents (\$0.50) per hour will be paid to employees working the second shift. A shift premium of sixty cents (\$0.60) per hour will be paid to employees working the third shift.

Section 6.5 Assignment of Overtime.

A. The company will make every reasonable effort to distribute overtime among qualified employees within their classification, area, and shift. Employees who are requested to work overtime will be given as much advance notice as possible, it being the intent that in the absence of an emergency, the employee will be notified of daily overtime, prior to the lunch period and of weekend overtime by the previous Thursday as set forth in the following paragraphs.

An employee performing an out-of-classification assignment, for fifteen (15) days or less is ineligible for overtime until employees in said classifications are allowed to work first. The out-of-classification employee, however, is entitled to overtime in his/her normal classification. Should an out-of-classification assignment last more than fifteen (15) days, the employee will be considered in-classification for purposes of overtime scheduling.

In the event an error exists with any overtime schedule after being posted, associates are obligated to bring it to supervision's attention one (1) hour prior to the close of their workday, so that immediate correction can be made. An employee shall only be compensated for missed overtime opportunity if management fails to correct the schedule after receiving proper notification.

- B. 1. Sign-up sheets for voluntary daily overtime will be posted each day for associates to indicate their availability within two (2) hours from the start of their regular shift. Overtime schedules will be posted daily prior to lunch period. Available overtime will be distributed between volunteers within the classification and area, then classification, provided they have the necessary skills and abilities to perform the work assignment and are willing to work the hour's necessary, beginning with the highest seniority employee. The company reserves the right to request or schedule the employees in the classification who have not signed the volunteer list, prior to scheduling out of classification employees.

On a daily basis, once overtime is assigned to employee(s) within the classification as set forth above, further available overtime may be assigned to senior employee(s) from other classifications provided they have the necessary skills and abilities.

Daily voluntary overtime may be cancelled by associates up to one-half (1/2 hour prior to lunch, as well as supervision's notice to employees of cancellation two (2) hours prior to the overtime commencement. If the Company fails to cancel overtime prior to two (2) hours of commencement, the employee may decide to work or not. If the employee fails to provide proper cancellation notice, the absence will be charged against the attendance policy and perfect attendance bonus plan.

2. However employee(s) may be required to work up to six (6) hours of daily overtime per week, which overtime shall not be more than two (2) hours per day Monday through Friday, and shall be inclusive of voluntary and forced overtime. An employee who desires to refuse daily overtime in excess of six (6) hours in any week must so notify his supervisor on Monday of the week in question or, if he is given notice the overtime is being scheduled later in the week, at the time he is given such notice.

C. The Company may request overtime work for the sixth and seventh workday (weekend) of a normal workweek in the following manner:

1. First the company will select volunteers as follows:

(a) The Company shall post a notice setting forth the classifications, areas and shifts to be worked on the weekend.

(b) During a normal workweek the sign-up sheet shall be posted on Monday of the week and shall be taken down for scheduling purposes no sooner than 9:30 a.m. on Wednesday.

(c) Employees selected for Saturday overtime will be notified by scheduled lunch period on the fourth workday of the regular week (Thursday) and for Sunday, by the scheduled lunch period on the fifth workday (Friday). If an employee volunteers to work overtime and is chosen, the employee must work. Such posting constitutes notification of the employee(s).

(d) Qualified volunteers will be selected first by seniority within the classification, area, and shift. If a need still exists, senior qualified volunteer(s) in the classification (on the shift) will be chosen. Then, the senior qualified volunteer(s) on the shift out of classification will be chosen. Next, the senior qualified volunteer(s) in the classification (all shifts) will be chosen; and then if a need still exists, the senior qualified volunteer(s) out of the classification (all shifts) will be chosen.

(e) When only one (1) shift is scheduled on a weekend day, senior employees will be chosen, regardless of shift, through the steps listed above. If only two shifts are working, third shift shall be included by seniority.

2. On the sixth (or seventh, per Appendix G) work day, should the company fail to get a sufficient number of employees (volunteers) for weekend overtime work, then the Company may assign required overtime to junior employees on the shift within their area and then within their

classification and in the case of Multiple Process Operators by junior qualified employees. The Company shall designate one weekend per month where mandatory overtime is not required.

3. No employee will work more than one (1) shift on a weekend day until all qualified volunteers have been scheduled a shift on each weekend day respectively.
4. Employees not notified of their overtime selection or assignment within the time as set forth in subparagraph (c) above, will not be required to work weekend overtime, unless the employee volunteered to work after the scheduled lunch period on the fourth day.
5. If an employee's voluntary or involuntary request for weekend overtime is accepted by the Company and the employee fails to work all or any portion of such overtime, that employee's failure to work shall be counted as an absence and charged against the Attendance Program and Perfect Attendance Bonus Plan.
6. Employees working weekend overtime shall be paid the rate of pay for the work performed, or their normal regular hourly rate, whichever is greater.
7. Employees who are on a scheduled full day vacation, during the normal workweek on Monday or Friday will not be required to work the adjoining weekend overtime, provided that the vacation is scheduled before lunchtime on Thursday. However, employees who subsequently cancel vacation scheduled for Monday or Friday, after having been excused from weekend overtime, will be "pointed" for missing that overtime under the Attendance Program. Such points will impact the Perfect Attendance bonus plan.

Section 6.6 Reporting Pay.

An employee who reports for scheduled or prearranged work and who has not been notified to refrain from reporting for work shall be guaranteed, either four (4) hours work at his basic hourly rate plus applicable shift premium, or pay equal to four (4) times his hourly rate plus applicable shift premium, less time deducted for tardiness, if any. Employees shall not be paid report-in pay if they refuse assigned work.

The following shall be deemed appropriate notice when work shall not be available for reasons other than hazardous road conditions or the conditions outlined in the last sentence of Section 6.6: 1) Notification to the employee or a responsible member of his family given at least two (2) hours prior to his scheduled starting time, or 2) notice posted by the Company the day before on the Company bulletin board and notice given to the Shop Committee. This Section 6.6 shall not apply if work is not available because of an emergency such as work stoppage by employees, power failure, fire, explosion, or acts of God.

Section 6.7 Hazardous Road Conditions.

If the Company, due to hazardous road conditions, decides to close the plant, a notice of one and a half (1-1/2) hours prior to the start of the scheduled shift will be announced on the company call in line. Provided the Company has the technological capabilities, the Company shall also implement group texts for notification. However, implementation of the group text notification system will not otherwise relieve employees from the duty to check the call in line for plant closure updates. If the Company decides to close the plant due to hazardous road conditions before the end of the scheduled shift, those employees that leave work will be considered excused under the Attendance Program and will not impact the No Absent Day Bonus Plan. However, this will not be construed to relinquish an employee's right for Reporting Pay if the plant is closed after the start of his normal shift. Notwithstanding notification by the Company, if a snow emergency is declared by the county in which the associate is a resident, that associate shall be excused from work for the affected shifts. In that case, the associate shall be required to call in.

ARTICLE VII
Holidays

Section 7.1 Recognized Holidays.

The following holidays are recognized: New Year's Day, Thanksgiving Day, Good Friday, Day after Thanksgiving Day, Memorial Day, Day before Christmas Day, Independence Day, Christmas Day, Labor Day, and Day before New Year's Day.

The holidays identified above falling on Saturday will be observed on the preceding Friday and those falling on Sunday will be observed on the following Monday, except where said holiday is celebrated on a different day as a result of a national proclamation. The Christmas and New Year's holidays will be observed as follows:

2019

<u>Christmas Eve</u>	<u>12/24/19</u>
<u>Christmas Day</u>	<u>12/25/19</u>
<u>New Year's Eve</u>	<u>12/31/19</u>

2020

<u>New Year's Day</u>	<u>01/01/20</u>
<u>Christmas Eve</u>	<u>12/24/20</u>
<u>Christmas Day</u>	<u>12/25/20</u>
<u>New Year's Eve</u>	<u>12/31/20</u>

2021

<u>New Year's Day</u>	<u>01/01/21</u>
<u>Christmas Eve</u>	<u>12/24/21</u>
<u>Christmas Day</u>	<u>12/27/21</u>
<u>New Year's Eve</u>	<u>12/31/21</u>

2022

<u>New Year's Day</u>	<u>01/03/22</u>
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7.2 Pay for Unworked Holidays.

Employees who have completed their probationary period as provided in Section 4.3 of this Agreement will be paid for any day recognized as a holiday an amount not exceeding eight (8) times the individual employee's basic hourly rate for a full holiday, plus applicable shift premium. Holiday pay will be computed based on the average hourly rate during the month prior to the holiday, excluding overtime subject to the following conditions:

A. An employee must have worked his normal shift hours on his last scheduled work day prior to and his next scheduled work day subsequent to the days recognized as Holidays, provided, however, that the employee shall have a total of two (2) hours allowance for possible tardiness at the beginning of his shift for the scheduled work days prior to and subsequent to the day recognized as a holiday; and provided further that the requirements of this paragraph shall not apply: (a) where an employee's absence is unavoidable because of a serious emergency, such as a death occurring in his immediate family (mother, father, stepparent, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, step-parent in-law, grandparents, great-grandparents, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law) and (b) where an employee is off due to personal illness substantiated by a doctor's statement and (c) where an employee requests in advance and is granted permission by the Director of Human Resources or such person as the Director may designate to be absent on his last scheduled work day prior to or his next scheduled work day subsequent to a recognized holiday. In the case of "visitation", a four (4) hour grace period will be extended to second shift associates only between 3:15 p.m. – 7:15

p.m. if such day falls prior to or subsequent a recognized holiday. Submittal of funeral attendance documentation will be required. (d) Plant closing per section 6.7.

B. An employee who is "out of pay" status, e.g., on leave of absence, on lay-off, etc., shall not receive holiday pay; provided, however, that an employee not working, but receiving worker's compensation payments, shall receive holiday pay for any holiday which occurs during the month that his injury was sustained.

C. An employee who is requested, and agrees, to work on a day recognized as a Holiday, but fails to do so, shall not receive Holiday pay for such day, subject to the provisions of Section 7.2 (A) (a) and Section 7.2 (A) (b).

D. The twenty-four (24) hour period commencing with an employee's scheduled starting time on the calendar day recognized as a holiday shall be deemed to be the holiday for purpose of computing pay.

E. When an employee's vacation period embraces a Holiday, the employee shall not lose such Holiday pay or time off.

F. If an employee works his regularly scheduled hours on the Friday before a week in which a holiday falls and the employee is laid off so that he does not work any of the said week in which said holiday falls, the employee will be eligible for holiday pay for the holiday which falls in said week.

G. Upon the election of a majority of the employees affected, the local Union Committee may request with the mutual agreement of the Company to change the observance of a holiday pay period. It is understood that such a change will not result in any additional payment of holiday pay and the changing of such holiday period is by mutual agreement and therefore not grievable matter.

ARTICLE VIII Vacations

Section 8.1 Benefits.

For the purpose of determining vacation eligibility only, June 30th is established as the anniversary date of all employees. Subject to the provisions of Section 8.2, employees hired after June 30th but before January 1st, will receive one (1) week of vacation. Vacation pay shall be computed on the employee's previous calendar year's gross earnings but not less than his basic hourly rate times the applicable vacation amount (based on a standard eight (8) hour work day), based on the following schedule:

An employee hired on or after January 1st but before March 1st shall receive four (4) days of vacation. An employee hired on or after March 1st but before May 1st, shall receive three (3) days of vacation. An employee hired on or after May 1st but before July 1st shall receive two (2) days of vacation; otherwise:

Service	Vacation Amount	Per Cent
1 Year	1 Week	2.0%
2 Years	2 Weeks	2.4%
3 Years	2 Weeks	2.8%
4 Years	2 Weeks	4.0%
6 Years	2 Weeks-2 Days	4.8%
8 Years	3 Weeks	6.0%
12 Years	3 Weeks-2 Days	6.8%
15 Years	4 Weeks	8.0%
20 Years	4 Weeks	9.0%
25 Years	5 Weeks	10.0%

Section 8.2 Regulations.

Vacation benefits for all employees shall be subject to the following provisions:

A. The Company will, in scheduling vacations, give consideration to each employee's choice of vacation period; however, vacation schedules shall be subject to the other provisions of this Section 8.2 and to operational requirements of the Company. On a rolling basis, employees may submit their vacation preference, up to one year in advance, during a monthly window enrollment period. At the end of each respective month, vacation requests will be reviewed and granted by seniority. Vacation submittals, after each monthly window enrollment, will be granted in order of receipt.

B. A temporary shutdown in any department for any reason, between April 1st and October 1st of any calendar year, unless other periods are mutually agreed upon, may be designated as comprising the vacation period for any employees of the department who are otherwise eligible for vacation benefits. In the event the plant is to be closed for a vacation period, thirty (30) days' notice will be given prior to the shutdown.

Employees may elect to receive vacation pay in lump sum payment or as vacation is taken. Such election must be made by April 1 of the calendar year and be in writing and delivered to the Human Resources Manager by April 1 of the applicable year. Once an election is made, such shall not be changed and in the event no election is received in the time limits specified, the employee failing to make such election shall be paid in lump sum form on the day prior to the start of the summer vacation shutdown, but in no case later than June 30. Employees electing to receive vacation pay as vacation is taken, shall notify the Manager of Human Resources, at least one (1) calendar week, in advance of such vacation, that he desires payment for such.

The Company shall post a voluntary work sheet where employees may indicate their desire to work during the summer shutdown. Once an employee has signed for work, he may not remove his name and must perform such work if assigned. In the event that not enough employees volunteer for summer shutdown work, the Company may require additional junior seniority employees to perform such work. In the event this occurs, such employees shall be given ten (10) days' notice of such work requirement prior to the commencement of the summer shutdown. In the event a production demand occurs between the tenth (10th) day of notification and the commencement of the shutdown, and additional employees will be required, the Union Committee shall be duly notified and the needed additional junior employees shall be required to perform such work.

C. In order to receive vacation benefits, as provided above, an employee must have worked a total of twelve hundred (1,200) hours during the full vacation year. An employee who works less than twelve hundred (1,200) hours but more than six hundred (600) hours in a full vacation year shall receive pro rata vacation pay and time based on the number of hours worked in said vacation year, times the rate applicable to the employee in Appendix "A" times the percent applicable to the employee in the vacation schedule of Section 8.1.

D. A vacation must be taken within twelve (12) months after eligibility for it has become established. Carryover of vacation will be granted for up to one week if the requested vacation time was not approved in the last two months of the vacation year. The vacation carryover must be taken within the first two months of the new vacation year.

E. Payment in lieu of vacation shall not be made except as provided in Paragraph (F) below.

F. Upon termination of employment for any reason between June 30 and the vacation period, an employee shall be paid the vacation pay for which he is otherwise eligible.

G. If an employee dies while on the payroll of the Company, vacation pay, as provided above, shall be paid to his heirs, executor or administrator, as the case may be. The payment will be made no later than two (2) weeks after notification of their passing.

H. An employee placed on retirement shall be paid a prorated vacation payment based upon his service from June 30 to date of retirement and shall receive vacation pay no later than two weeks after date of retirement.

I. An employee may be required to take up to the first five (5) days of his vacation during the plant vacation shutdown period. Any remaining vacation time may be taken in half-day increments.

J. An employee eligible to take vacation days in one-day(s) and/or half-day increments, provided employee has sufficient time available (employees are responsible to track their own time), other than vacation shutdown, must request to take such vacation day(s) no later than prior to the employee's scheduled lunch period the day before the day(s) the employee wishes to take vacation with the exception of two (2) days. The supervisor will respond to the employee's request and inform the employee that such request has been approved or disapproved by the end of the shift on the day the request is made. When such approval is obtained, the vacation day(s) will be guaranteed.

The two (2) emergency vacation days, however, may be taken in four half-day increments or as full days without obtaining advanced approval as long as prior notification is provided to supervision. Emergency vacation days shall be unrestricted on all days other than the months of June, July, August and the day before and the day after a holiday. In cases that scheduled vacations are at maximum limits, the two (2) emergency vacation days will not be permitted during such periods. When limits are reached, notice will be posted.

K. Vacation schedule limits will be capped at 33% (rounded up) within the individual classifications of Power Bend, Power Extrude, Power Spin, Special Fittings, Header Operator, Group Leader, and warehouse while all other production areas (excluding Tool Room, and Maintenance) will be capped at 15%; with the exception of the period between June 15 through August 15, which will be capped at 12%.

ARTICLE IX Leaves of Absence

Section 9.1 Excused Absences.

A. The Company will give consideration to a request made by an employee for leave of absence not to exceed ninety (90) days in duration. The decision as to whether any such request will be granted will be based on such factors as: reason for request, length of absence desired, the employee's length of service and attendance record, operational requirements of the business, etc. If an extension beyond ninety (90) days is requested by the employee, it shall not be granted without consent of the Company. No leave of absence shall be granted to an employee for the purpose of accepting employment elsewhere, except that not to exceed one (1) Union member in any one year accepting a full-time job with the Union, will upon certification by the Union, be granted a leave of absence not to exceed one (1) year. This leave will be extended for similar periods upon thirty (30) calendar days' written request prior to termination of the leave. Upon return from any such leave, the employee will be reinstated to his shift and to his former classification, but if such classification is not in existence, then to a comparable classification.

B. Pregnancy leaves shall be handled in accordance with the procedures for sick leave.

C. Failure to report for work on the first working day following the end of the authorized leave of absence will mean the employee is subject to termination, or other appropriate disciplinary action.

D. An employee falsely stating his reason for a leave of absence will be terminated for cause upon discovery of the falsification.

E. Sick Leave. A Sick Leave will be granted for absence periods of seven (7) calendar days or longer, due to personal illness or injury, providing proper certification is received. This certification shall

include a medical statement of facts and estimated length of disability submitted no later than the seventh calendar day of the absence period. Any medical leave extension must be verified prior to the expiration of the current medical leave by submitting necessary documentation as listed above. In cases of extraordinary circumstances, such time limits will be extended.

F. The parties have agreed that employees who are on an approved Family Medical Leave (FMLA) will be required to take 1-week (only) vacation, concurrently with that leave if the reason for the leave is their own personal illness, if an employee is only allotted 1-week (total) vacation for the year then they will not be required to use vacation time. Employees who take an approved FMLA leave for other reasons will be obligated to use ½ of their remaining vacation time. The parties further agree that employees will continue to accrue seniority during approved FMLA leaves of absence. Detailed procedures are provided in the Human Resources Department.

Section 9.2 Military Service.

Veteran's seniority shall be administered in accordance with the Universal Military Training and Service Act of 1951. The parties shall have the right to rely upon and act in accordance with such law and any action in accordance therewith shall not constitute a violation of this Agreement.

Section 9.3 Visitations by Servicemen.

The Company shall permit a returning serviceman on furlough to enter the plant for the purpose of conversing with his fellow employees after the serviceman has received authorization to enter the plant from a responsible Company official.

Section 9.4 Funeral Leave.

An employee covered by this Agreement will be granted three (3) consecutive work days leave with pay at eight (8) times his straight-time hourly rate, in the event of a death, or the removal of life support systems, of the employee's immediate family (father, mother, step-parent, sister, brother, step-brother, step-sister, spouse, child, step-child, mother-in-law, father-in-law, step parent in-law, grandparents, great-grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law or daughter-in-law) for the purpose of attending funeral services, or the removal of life support systems. Such leaves of absence shall not include pay for Saturdays, Sundays, or holidays. Evidence of the facts in any case must be furnished upon request of the Company.

Only in instances of paid funerals will any scheduled vacation period be converted to funeral leave and the appropriate remaining vacation days restored, if requested by an employee.

An employee who is absent to attend a funeral or a second shift employee attending visitation between the hours of 3:15 p.m. – 7:15 p.m. of a person other than a member of his immediate family listed above shall not be compensated for such absence; however, this absence shall not be charged against the No Absent Day Bonus Plan as outlined in Appendix C or the Attendance Program. An employee will be allowed one (1) day absence, with a limit of three (3) excused days per contract year, without pay to attend a funeral of a person that is not a member of his immediate family in the local area (within a 150-mile radius of Elkhart) and two (2) days for such absence outside the local area. An employee will need to give 24-hour notice, to their supervisor and must call the call-in service, prior to shift start, the day of the funeral. An employee will be required to submit to the Company upon return to work verification that he attended the funeral of an individual other than an immediate family member listed above.

Any employee falsifying the reason for such absence shall be automatically discharged.

Section 9.5 Extended Absences.

An employee who suffers a compensable occupational disease or industrial injury shall be automatically granted a leave of absence for the duration of such illness or injury. An employee who is absent from work by reason of a non-occupational illness or injury shall be eligible for a medical leave of absence in accordance with Article IX, Section 9.1 for such causes for a period of time equal to the employee's length of service, at the time of medical leave, but not to exceed twenty-four (24) months. An employee

that is on a medical leave for a non-occupational illness or injury for a period longer than his length of service with a maximum of twenty-four (24) months shall no longer be eligible for reinstatement and shall be considered as terminated.

Any employee falsifying his reasons for a leave of absence shall be automatically discharged.

Section 9.6 Jury Leave.

An employee who serves as a juror will be paid the difference between their regular straight time base rate earnings and the fee received for jury service not to exceed eight (8) hours for each day of such service to a maximum of fourteen (14) calendar days during the term of this Agreement. Regardless of shift, an employee reporting for jury duty and who serves as a juror on a day they are scheduled to work will be excused from work on that day.

**ARTICLE X
Wages**

Section 10.1 Schedule of Wage Rates.

An employee covered by this Agreement shall be paid basic hourly rates in accordance with the attached Appendix A "Schedule of Wages" which is hereby made a part of the Agreement. "Basic hourly rate" as used in the Agreement shall mean the straight time rate of pay per hour of the individual employee, exclusive of any premium pay, whether shift premium, overtime premium or other premium.

Section 10.2 Training Rate.

Employees attending formal training during scheduled work hours will be paid a training rate equal to 95% of the employee's base rate and red circle rate if applicable.

Any employee, other than a group leader who is assigned to provide training to another employee will be paid an additional \$1.00 per hour for time spent in training and will be required to complete daily evaluations. Employees who are normally assigned to a specific job will be requested to provide training for specific skills, and senior employees will be requested to provide general training.

Section 10.3 Out of Classification Assignment.

An employee may be temporarily assigned to work which is normally performed by employees in another job classification. When such an assignment is to be made, the Company may request any employee in a classification to accept such assignment; if employees refuse, then the most junior qualified employee or employees in the classification must accept the assignment. Such out of classification assignments shall not be for a period of more than fifteen (15) days unless the assignment is to cover for an employee granted a personal leave by the Company, fill in for vacation, temporary openings, or a medical leave, substantiated by a doctor's statement. When the Company becomes aware that a temporary opening will exceed fifteen days (15) (excluding permanent openings) the chairman of the shop committee will be notified of the expected length of the opening. When the opening is a permanent opening and exceeds fifteen (15) days the job will be posted for bid. Upon termination of such assignment, an employee will be returned to his former classification. Employees on leave who are expected to return to work at a later date will have their jobs held open (not bid). However, if an employee is on leave indefinitely the Company may bid the job or use temporary transfer. If the position is filled through job preference procedure, upon the employees return they shall be allowed to fill a position in accordance with Article IV, Seniority Section 4.4 (Reduction in Force).

Whenever possible we will use the most senior qualified employee who has a job preference on file when filling a temporary opening. It is understood there will be times when the Company will not be able to use the most senior employee in a temporary transfer situation.

Employees who are placed on temporary assignments will not be disqualified from such assignment without first being notified of their performance problems and given a reasonable time to improve. If

disqualified, such disqualification will be for a maximum of one year, unless agreed by the Company and the Union Committee.

Preventive maintenance activities involving cleaning, lubing, inspection, painting, and documentation are considered normal production duties of each classification.

ARTICLE XI Miscellaneous

Section 11.1 Severability.

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of proper jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

Section 11.2 Waiver of Rights.

The failure of either party to this Agreement to exercise any right given herein in a particular instance shall not constitute a waiver of such right with respect to exercising such right upon proper occasions thereafter.

Section 11.3 Bulletin Board.

The Company will provide a locked bulletin board upon which the Union may post notices of activities, social affairs, and educational activities. A duplicate key to this bulletin board will be provided to the Chairman of the Shop Committee. Notices will be cleared through the Chairman of the Shop Committee and approved by the Plant Manager or the Human Resources Manager whose approval will not be unreasonably withheld. The Company will also provide a bulletin board for the posting of items which employees have for sale, such items to be cleared by a designated Company representative and to be posted for a maximum of seven (7) calendar days.

Section 11.4 Rest Periods.

Employees shall be allowed one (1) ten (10) minute rest period during the first half of their shift and, when the scheduled work day is longer than nine (9) hours in any twenty-four (24) hour period, there shall be ten (10) minutes rest period in the last half of the shift.

When working back-to-back double shifts (totaling ten (10) hours on a weekend), the employee will be given an additional ten (10) minute break at the beginning of the second five (5) hour shift.

Section 11.5 Discharges.

No employee shall be discharged or disciplined without good and sufficient cause. Subject to Section 4.3, an employee who has been discharged shall, if he so requests, be granted an interview with his chosen Shop Steward and/or committee representative before he is required to leave the plant, in cases where the reason is considered to be a hostile situation (including abuse, threats and violence), the interview with his shop steward will be disallowed. In any case in which an employee who has completed his probationary period does not request such an interview, the Company will notify his Shop Steward of the discharge before the end of the shift on which the action is taken. Should there be any dispute between the employer and the Union concerning the existence of good and sufficient cause for discharge or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of Article V of this Agreement. Any time an employee is taken into the office for disciplinary purposes his Steward or Shop Committeeman will be present. The Company must issue discipline within seven (7) work days of when they become aware of the infraction. The Company can request an extension if discussed with the Union Committee. All non-attendance warnings after twelve (12) months will be removed and they will not be used for progressive discipline. Security cameras may be used to substantiate claims by either the Company or the Associate.

Section 11.6 Visitation by Union Representatives.

The Company shall permit accredited representatives of the Union to enter the plant for purposes consistent with this Agreement. The Company reserves the right to have a representative of the Company accompany such Union representative while he is in the Plant.

Section 11.7 Supervisors Working.

Supervisors are primarily to be used for the purpose of supervision and instruction and are not generally or ordinarily to be used for the purpose of performing production or maintenance work so as to displace production employees. This shall not be construed, however, to prevent the performance of production work by the supervisor in cases of absenteeism (a supervisor will: displace only those whose absence creates a shipping emergency), instruction, experimentation, or emergencies and shall not apply to supervisors in the Maintenance Department or the Inspection-Shipping Department. It is agreed that supervisors and non-bargaining unit personnel will not perform work so as to deprive bargaining unit employees of overtime.

Section 11.8 Checkoff.

The Company agrees to deduct initiation fees, reinstatement fees, and monthly dues of Union members on a weekly basis, provided the employee has executed a written authorization to make such deductions. The International Association of Machinists Local 1315 will submit a list of employees who have past due union dues. The union dues will be withheld from the individual's next paycheck. The Company will forward deductions to the Financial Secretary of the Lodge. When all Union members' monthly dues are to be increased or decreased at one time, the Union must send a letter setting forth the amount and signed by the Financial Secretary of the local setting forth the amount. This letter must be received at least thirty (30) days prior to the effective date of the change. The Union shall indemnify and save the Company harmless against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon information furnished to the Company by the Union.

Section 11.9 Group Leaders.

Group Leaders are not responsible for disciplinary action involving employees in their department. When Group Leaders are needed for overtime work, Group Leaders will be rotated within their area of responsibility to cover said work in accordance with present practice.

ARTICLE XII
Safety

Section 12.1 Industrial Injury Pay.

Any industrial injury must be reported to Supervision immediately and then handled only by the company doctor or his designate. Employees who suffer an industrial injury requiring medical attention from the company doctor during working hours on the day the injury occurs, provided that employee released by the doctor for work shall complete their regular shift hours.

An alternative company physician will be sought for work related accidents and injuries.

Section 12.2 Safety Glasses.

The company will pay for the employee's prescription lens and frames once a year for safety glasses, and for repair and replacement due to damage as needed at designated providers. If an employee desires to purchase their glasses from their personal doctor, the Company will pay up to \$35 per year.

Payment will be made on satisfactory evidence that the frames and glasses meet OSHA standards and the Company Eye Safety Program.

Section 12.3 Safety Shoes.

The Company will reimburse the actual cost, of safety shoes per contract year with a maximum of \$125.00 per year. Reimbursement will be given (through payroll), upon receipt of the proof of purchase. Cleaning line and T-Press employees may submit additional receipts, for the actual cost of shoes during the contract year for reimbursement of up to \$250.00.

Section 12.4 Emergency Volunteers.

Volunteer firefighters, emergency medical technicians, reserve police officers, reserve posse, or clergy will be excused from work for those hours spent at the scene of a bona-fide emergency that threatens life or property. It is understood that such personnel will be afforded the opportunity to make up such hours missed at a like rate of pay within seven (7) days of such absence. Failure to accept such make up opportunity will relieve the Company of any further obligation under this provision.

Section 12.5 Safety Responsibilities & Involvement.

It is the responsibility of every associate to become thoroughly familiar with safety and health rules/regulations, abide by such, and to report unsafe work conditions. It is also understood that in order to maintain a safe environment, joint effort is required. The facility will deploy a Tactical Safety Leadership Committee in which one (1) hourly associate per 100 workers (minimum of two/maximum of four) will be appointed by the Union in addition to the Union Committee Chairperson's participation on the Strategic Safety Leadership Committee.

**ARTICLE XIII
Job Preference**

Section 13.1 Job Preference Procedure.

The Company recognizes the right of employees in line with their seniority, to seek work in a different classification or, in some cases, in a different designated area of a classification. The right to select a job in accordance with this Article shall only apply to vacancies in wage classification or in certain designated areas of wage classifications and the Company retains the right to determine when there is a vacancy.

Probationary associates will be initially placed on shifts in accordance to balancing the workforce, expeditiously replace vacation absences, and in preserving job knowledge. At the time of placement, probationary employees will not displace senior employees. Prior to completing the 90th calendar day, shift assignments will be made in accordance to plant-wide seniority.

When there is a vacancy in any wage classification, other than Skilled Trades, an examination of all requests for transfers to the wage classification in which there is a vacancy shall be made. The senior employee who has a request on file and who meets the promotion requirements below shall be assigned to said position.

- A. Employees may register in writing (copy to be retained by the employee) with the Human Resources Department their desire for a job preference transfer. All written requests will expire every January 1st and July 1st, however requests may be submitted on any date in between.

Open positions will be posted for a minimum period of forty-eight (48) hours on a designated bulletin board, while shift transfer opportunities posted for twenty-four (24) hours. Within the posted time period employees will be able to add or remove their request for a job preference transfer. A job preference transfer will be awarded to the most senior employee who, in the Company's judgment, has the basic qualifications necessary for the open position. Employees who meet the above requirements must accept the job transfer.

The name of the successful bidder will be posted. If a person who has signed a second bid and accepts that job prior to the initial bid being awarded, that person may elect to accept the initial bid if offered to them. The Shop Committee will receive copies of all bids and postings awarded.

- B. Employees will be allowed to fill vacancies through the job preference procedure in areas of designated wage classifications as follows, provided the employee meets the requirements of Section 13.1 A.

In the Fabricating Miscellaneous classification, job preference transfers shall be allowed to fill vacancies between the following described areas:

- (a) Saw area (includes automatic soap tanks).
- (b) Adapter area (includes equipment utilized to manufacture adapters).
- (c) General Wrot area (balance of Fabricating Miscellaneous classification).

Vacancies in one of these designated areas shall be filled as follows:

- (a) The vacancy in the FM area shall be filled by employees in the area in which there is a vacancy, as determined by the Company.
- (b) If there is a job vacancy still open, an examination of all requests of employees in Servicing or FM for transfer to the area where the vacancy exists shall be made. The Service or FM employee who has a request on file to be transferred to the area in the Servicing or FM classification where the vacancy exists and who meets the promotion requirements of 13.1 A shall be assigned to said position.

- C. A promoted employee shall have up to ten (10) working days to perform in the new classification to determine personal preference of accepting/denying opportunity as well as for the Company to evaluate promotee's ability, with the Company retaining the right to extend said period of time up to thirty (30) working days and ninety (90) working days in the Header Operator, Group Leader classification, and all skilled jobs in the Tool Room, and Maintenance areas.

In the cases where said time period is extended, notice of such extension, the length, the employee involved, and the reason therefore shall be given to the employee and the Chairman of the Union Committee to prove his ability to perform the job in the new classification or a shorter period if: (1) the Company determined he or she is not demonstrating reasonable progress, or (2) the employee decides to disqualify themselves from the new job classification. If one of the above is exercised, then the employee will return to his previous job and shift if seniority allows. In such events (1 or 2 above), the employee will be disqualified from making a job preference application for that classification for a period of twelve (12) months and until he shows that he has attained the necessary ability to enable him to qualify for that classification.

- D. An employee who has been transferred from one wage classification to another or in certain designated areas of wage classifications, at his request, shall only be eligible to transfer one more time in a twelve (12) month period starting with the date of the first transfer.

E. Notwithstanding the above, it is understood and agreed that the procedure for assigning employees within the Servicing and/or Group Leader classifications for the purpose of giving employees an opportunity to have a primary assignment in an area but that the Company retains the full right to assign Service/Group Leader employees as needed by the Company for the purpose of carrying out the efficient operation of the Company as determined by the Company irrespective of said primary area of assignment.

The Company retains the right to assign the work in a classification or in an area, as it deems necessary to the employees in the classification in which the work needs to be done and to assign work between classifications in accordance with the provisions of 10.4 - Out of Classification Assignment.

F. In cases of a layoff or recall from layoff, this Article XIII will not be applicable and the principles of layoff and recall from layoff as set forth in Section 4.4 and 4.5 shall control.

G. If vacancies exist after exhausting the bid procedure, the Company may fill by hiring employees, by transferring consenting seniority employees, by transferring probationary employees or by assigning junior employees to said job.

H. The boxing classification is comprised of two (2) separate areas: Clean and Bag /General Boxing and Label Room.

ARTICLE XIV **Terms of Agreement**

Section 14.1 Complete Agreement.

It is hereby agreed that this Agreement, including Appendix A through F, contains the complete understandings between the parties, and that during the life of the Agreement, neither the Union nor the Company shall make any demand for any change with respect to rates of pay, wages, hours of employment or other conditions of employment, nor shall either party be required, unless with mutual agreement, to bargain with respect to any such matter.

Section 14.2 Prior Grievances.

It is understood that no incident, which occurred prior to the effective date of this agreement, shall be the subject of complaint under any of the procedures provided in this agreement.

Section 14.3 Term of Agreement.

The Company and the Union hereby agree that the Agreement between the Company and the Union, dated August 11, 2019 covering the period from August 11, 2019 through August 13, 2022 shall terminate effective at 11:59 P.M. on the night of August 13, 2022.

Employees shall be paid as outlined in Appendix A, Section 1 during the life of this Agreement. August 11, 2019 through August 13, 2022.

This Agreement shall automatically be renewed thereafter from year to year unless either party notifies the other, in writing, at least sixty (60) calendar days prior to the expiration date of the then current contract year that it desires to modify or to terminate this Agreement and negotiations shall commence at reasonable times and places agreeable to both parties, subsequent to receipt of any such notice.

Section 14.4 Insurance.

Insurance will continue to be provided to eligible employees by the IAM District 9 Welfare and Trust effective September 1, 2016. To eligible employees.

Eligibility is defined as those employees who have completed a minimum of thirty (30) calendar days.

The company agrees to the standard contract language "HEALTH AND WELFARE/DENTAL/VISION PLAN (D-9-A Plan)" Dated July 15, 2019.

Section 14.5 Pension.

A. The Company shall contribute one dollar and thirty-seven cents (\$1.40) per hour for each hour worked, up to forty (40) hours per week, for each employee in the bargaining unit, to the I.A.M. National Pension Fund, Benefit Plan B. Beginning year two of this contract, this contribution will increase to one dollar and forty-four cents (\$1.45). Beginning year three of this contract, this contribution will increase to one dollar and fifty-one cents (\$1.55).

B. The Company shall commence contributions at the completion of the employee's probationary period, but no later than ninety (90) days after date of hire.

C. Contributions shall be made no later than the twentieth (20th) of each month covering payroll ending in the previous month.

D. The Company shall sign the Standard Participation Agreement.

E. This Section contains the entire Agreement between the parties regarding pensions and retirement and no oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund, unless the Trustees consent thereto in writing. No grievance procedure settlement or arbitration decision with respect to the contribution payment obligation under the Agreement shall be binding upon the Trustees of the Pension Fund, unless the Trustees consent thereto in writing.

Section 14.6 Shutdown Inventory.

The Company and the Union agree that inventory or inventory related work shall be handled as follows:

A. Management employees shall be utilized as needed for the inventory or inventory related work as determined by the Company.

B. Additional employees needed to do inventory or inventory related work shall be assigned by the Company to do such work in the following order:

1. The Company will post for inventory assignment volunteers. Volunteers will be selected by shift, seniority, and from classifications not scheduled for normal duties on the day of inventory provided they have the necessary skill and ability to perform the work available.
2. Next, junior employees will be assigned provided they have the necessary skill and ability to perform the work available.
3. No employee shall be scheduled for more than one (1) shift on any inventory day, whether the work they perform is their normal duties or inventory related, until the inventory volunteer list is exhausted.

C. Employees required to work during inventory shall receive their normal rate of pay. Overtime rules/pay shall apply.

D. Sections 14.6B and 14.5C apply only to inventories requiring full plan production shutdown, as well as periodic full raw material inventory events (excluding all preparatory work prior to the actual inventory count). It will not apply to checks such as frequent perpetual inventory or for special situations requiring audits.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the Eleventh (11th) day of August, 2019.

COMPANY:

AALBERTS IPS-ELKHART PRODUCTS CORPORATION

By: /s/
Greg Canali
Legal Counsel
for Aalberts IPS

Greg Canali

UNION:

**LODGE 2018 OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS UNION**

By: /s/

George Dalton: George Dalton

Tom King: Tom King

Delbert Ritchie: Delbert Ritchie

Jim Chaffee: Jim Chaffee

Bob Bechtel: Bob Bechtel

Joshua Packard, Business Representative: Joshua Packard

**APPENDIX A
Schedule of Wages**

General Wage Increase

Year One (1): \$0.35-Year Two (2): \$0.35-Year Three (3): \$0.40

Classification	<u>8/11/2019</u>	<u>8/9/2020</u>	<u>8/8/2021</u>
Servicing	<u>16.89</u>	<u>17.24</u>	<u>17.64</u>
Probationary	<u>15.89</u>	<u>16.24</u>	<u>16.64</u>
Fabricating Miscellaneous	<u>16.89</u>	<u>17.24</u>	<u>17.64</u>
Probationary	<u>15.89</u>	<u>16.24</u>	<u>16.64</u>
Shafer Press	<u>20.89</u>	<u>21.24</u>	<u>21.64</u>
Probationary	<u>19.89</u>	<u>20.24</u>	<u>20.64</u>
Power Bending	<u>17.26</u>	<u>17.61</u>	<u>18.01</u>
Probationary	<u>16.26</u>	<u>16.61</u>	<u>17.01</u>
Power Extruding	<u>18.01</u>	<u>18.36</u>	<u>18.76</u>
Probationary	<u>17.01</u>	<u>17.36</u>	<u>17.76</u>
Power Spinning	<u>17.26</u>	<u>17.61</u>	<u>18.01</u>
Probationary	<u>16.26</u>	<u>16.61</u>	<u>17.01</u>
Boxing	<u>17.01</u>	<u>17.36</u>	<u>17.76</u>
Probationary	<u>16.01</u>	<u>16.36</u>	<u>16.76</u>
Tube Bay Attendant	<u>17.06</u>	<u>17.41</u>	<u>17.81</u>
Probationary	<u>16.06</u>	<u>16.41</u>	<u>16.81</u>
Hand Dip/Cleaning Line	<u>17.14</u>	<u>17.49</u>	<u>17.89</u>
Probationary	<u>16.14</u>	<u>16.49</u>	<u>16.89</u>
Waste Water	<u>17.14</u>	<u>17.49</u>	<u>17.89</u>
Probationary	<u>16.14</u>	<u>16.49</u>	<u>16.89</u>
Warehouse – Shipping	<u>17.29</u>	<u>17.64</u>	<u>18.04</u>
Probationary	<u>16.29</u>	<u>16.64</u>	<u>17.04</u>
Special Fittings	<u>17.37</u>	<u>17.72</u>	<u>18.12</u>
Probationary	<u>16.37</u>	<u>16.72</u>	<u>17.12</u>
Saw Sharpening	<u>17.37</u>	<u>17.72</u>	<u>18.12</u>
Probationary	<u>16.37</u>	<u>16.72</u>	<u>17.12</u>
Tool Crib Attendant	<u>17.37</u>	<u>17.72</u>	<u>18.12</u>
Probationary	<u>16.37</u>	<u>16.72</u>	<u>17.12</u>
Receiving / Scrap	<u>17.54</u>	<u>17.89</u>	<u>18.29</u>
Probationary	<u>16.54</u>	<u>16.89</u>	<u>17.29</u>
Multi-Process Machine	<u>18.39</u>	<u>18.74</u>	<u>19.14</u>
Probationary	<u>17.39</u>	<u>17.74</u>	<u>18.14</u>
Header Operator	<u>20.89</u>	<u>21.24</u>	<u>21.64</u>
Probationary	<u>19.89</u>	<u>20.24</u>	<u>20.64</u>
Return Goods Coordinator	<u>18.98</u>	<u>19.33</u>	<u>19.73</u>
Probationary	<u>17.98</u>	<u>18.33</u>	<u>18.73</u>
Group Leader-Headers*	<u>22.50</u>	<u>22.85</u>	<u>23.25</u>
Tool & Die	<u>24.50</u>	<u>24.85</u>	<u>25.25</u>
Tool & Die A	<u>25.50</u>	<u>25.85</u>	<u>26.25</u>
Maintenance Tech	<u>26.00</u>	<u>26.35</u>	<u>26.75</u>
Production Group Leader-Floor	<u>22.50</u>	<u>22.85</u>	<u>23.25</u>
Special Fittings Welder	<u>19.00</u>	<u>19.35</u>	<u>19.75</u>

*Group Leader – Headers will receive \$1.00 per hour more for running one or more machines.

APPENDIX A

Section 2.

Group Leaders /Set Up shall be paid the wage rate set forth above in Appendix A, Section 1.

Section 3. Group Leaders - Tool Room and Maintenance.

It is agreed that Group Leaders may be utilized by the Company in the Tool Room and Maintenance areas. Group Leaders in these areas shall be appointed and relieved of their duties by the Company, but the Company will notify the Union when a Group Leader is appointed or relieved of his duties. If no employees are available from the working force, the Company will hire employees. Employees may refuse Group Leader assignments.

Group Leaders in addition to normal work assignments, will assist supervisors in carrying out the work. This shall include, but not be limited to, teaching and assisting other workers. A Group Leader shall receive \$0.50 per hour above his normal classification pay rate.

Section 4. Wage Increases.

As of August 11, 2019 the hourly base rate increases are reflected in the Schedule of Wages.

APPENDIX B
Memorandums of Understanding

Memorandum 1. Header Training Program.

When it becomes necessary to train a new operator for the Header machines, the trainer will be assigned by the Company and the following procedure will be used:

1. Training will normally be provided by a header operator. Where appropriate, however, the training will be provided by a Group Leader or Company Supervisor.
2. When a header operator is the trainer, the trainee, for a period of up to one (1) month, will work with said trainer. Thereafter the trainee will be assigned, for a period of up to an additional two (2) months, to a split shift to work one-half the time with the trainer and one-half the time by himself. Thereafter the trainee will be assigned to the shift where the opening occurs.
3. In those cases where said training is to be done by the Group Leader or Company supervisor, and if machines are occupied by operators, and if it therefore becomes necessary to transfer the junior operator, said operator will be given the opportunity to work as a header operator on another shift or take an available job on the same shift, if one is available, all until the trainee is transferred to the other shift.

4. Job Title - Header Description

A. General Description. Operators should possess a high mechanical aptitude. They should know and understand the basic characteristics and functions of the machine and tooling and have knowledge of the extrusion and setup process.

B. Specific Skills

- 1) Ability to manipulate and read measuring tools and gages, i.e.: micrometers, calipers, height gage, telescoping gages, small hole gages and indicators.
- 2) Ability to read and understand mechanical drawings and CAD drawings of Header tooling machine components and part/process drawings.
- 3) Responsible for complete set-up of all jobs currently formed in the header(s). This includes ability to assemble tooling stack-ups according to station layout prints and to meet requirements for station-to-station part progression according to part prints.
- 4) Responsible for maintaining an up-to-date and accurate record of inventory for tooling and some machine component parts and communicating needs to management.
- 5) Responsible for reporting scrapped tools and some machine components to proper source.
- 6) Preferable to possess some knowledge of tool and die making and tool repair practices and disciplines.

Memorandum 2. Federal Apprenticeship Program.

The Apprenticeship Program for the Tool Room, jointly established, will be submitted to the U. S. Department of Labor by May 1, 2000, for federal approval with a target implementation date of June 1, 2000. This program will replace Memorandum 3 for the Tool Room unless both parties mutually agree to discontinue the government approved program. If such is the case, Memorandum 3 will again become effective.

It is the intent of the parties to secure a government approved Apprenticeship Program for Maintenance Millwrights by December 31, 2000. If it is later discontinued, Memorandum 3 will become effective.

Memorandum 3. Tool Room and Maintenance Training Program.

Employees interested in participating in a training program for a classification of Tool Room work (Benchman or Tool & Die Maker A) and Maintenance Millwright will be given consideration based on a Job Preference Application on file in the Human Resources Office.

The Company shall determine when training programs shall be operated, if any, and how many trainees, if any, shall be in a program.

++The Company shall inform the employee and the Union in writing of the major details of the program prior to implementing the program. In the event an employee accepts the terms of the program, he shall do so in writing, with a copy to the Company and Union. The training period for each training program shall be determined by the Company. The Company will select the employee based on seniority, ability, employment record, and other reasonable qualifications to do the job. An employee will be evaluated each 640 hours worked to determine whether or not he is demonstrating reasonable progress. A steward shall be present when the employee is being evaluated. During the training period the employee will be given training and experience on equipment necessary to enable the employee to become qualified in the classification for which the employee is being trained. An employee, who fails to demonstrate reasonable progress during the training period, all as determined by the Company, shall be returned to his previous classification if a job there is available, and if none is available, then to a job selected by the Company.

Employees not in the Tool Room or Maintenance areas who go into a training program will be classified as a Machinist Trainee or Maintenance trainee and will start at the 480-hour rate of a Machinist or Maintenance classification and shall progress thereafter based upon the employee's progress as determined below as the result of the 640-hour review. Employees in the Tool Room or Maintenance areas who go into a training program will be classified as a Trainee in the appropriate classification for which he is being trained and shall retain his own rate of pay and shall progress thereafter in said new classification based upon the employee's progress as determined below as a result of the 640-hour review. The employee's progress shall be reviewed each 640 hours worked thereafter, and increases shall be given as determined by the Company based on the performance of the employee. These increases shall not be less than \$0.10 per hour each 640 hours until they reach the rate immediately below the merit rate in the applicable Schedule of Wages.

Employees not in the Tool Room or Maintenance areas who go into the training program shall retain their plant-wide seniority but have no seniority over any other employee in the Tool Room or Maintenance areas. Once said employee finishes their Machinist Training Program or Maintenance Training Program and when they have three (3) years seniority in the Tool Room or Maintenance area, they shall have seniority rights in the Company and in the Tool Room or Maintenance Department as provided by the Labor Agreement. Those employees who were in the Tool Room or Maintenance Department, but who went into a training program shall continue to have plant-wide seniority for all purposes.

Memorandum 4. Training for Specific Classifications

The Company agrees to train existing employees, whenever possible in the Header, Tool Room and Maintenance classifications. However, both parties recognize that there may be situations when immediate production needs will make training existing employees impossible.

Memorandum 5. Calibrated Tooling Supplied by Company

The Company will supply all calibrated and necessary tooling for the employees. The Company and Union will discuss the continuation of purchasing tool boxes and tooling allowance.

APPENDIX C
No Absent Day Bonus

Section 1 Outline.

This section outlines the provisions of the Company paid No Absent Day Bonus Plan per month for perfect attendance that month. The purpose of this plan is to serve as an incentive to reduce unnecessary absences.

Section 2 No Absent Day Bonus.

A No Absent Day Bonus equals an amount not exceeding eight (8) times the individual employee's basic hourly rate plus shift premium. The employee's wage for this purpose is the base straight time hourly rate of his permanent classification on the last day of the perfect attendance month.

Section 3 Plan Month.

Plan month means the first day of the calendar month through the last day of the same calendar month.

Section 4 Plan Year.

The plan year is from October 1 through September 30 of each year.

Section 5 Maximum Benefit.

Maximum benefit means six (6) absent day's bonus per employee per plan year. However, if an employee has perfect attendance for the entire plan year, the employee will be entitled to one (1) additional day's pay.

Section 6 No Absent Day Bonus Accrual.

No Absent Day Bonus Accrual means a permanent employee will accrue one-half No Absent Day Bonus for each plan month in the plan year during which the employee has worked all the regular scheduled hours of each day that the employee was scheduled to work as provided for in Section 6.5 of ARTICLE VI. The following types of absences will constitute hours worked for the purpose of computing the No Absent Day Bonus:

- A. Funeral Leave
- B. Jury Leave
- C. Paid Vacation Days
- D. Approved Union Business, but not as provided in Section 9.1
- E. Personal prescheduled Doctor's visit (Employee must give a 24-hour notice for visits and provide Documentation).

Section 7 Probationary Employee.

Probationary employees will be eligible to accrue a No Absent Day Bonus for the period of time commencing with the first day of the next month after they become a seniority employee.

Section 8 Retirement.

A retiree will be paid for any perfect attendance month prior to the date of his retirement. Payment will be paid no later than two weeks after the date of retirement.

Section 9 Administration of No Absent Day Bonus Plan.

At the close of a plan year, September 30 of each year, the employee's total No Absent Day Bonus will be calculated and paid to the employee on the pay period following the anniversary date of November 1. An employee will then receive said payment provided that the employee was:

- A. An active employee of the Company on September 30 or
- B. On approved leave of absence on September 30 of the plan year, or
- C. On leave status with reinstatement rights on September 30 of the plan year.

Section 10 No Time Off.

No time off will be given for absent days.

APPENDIX D
Drug and Alcohol Program

Section 1.1.

In cases where there is reasonable cause (such as staggering, slurred speech, impaired performance, or frequent major accidents, which shall be any individuals requiring medical attention beyond that of plant first-aid, or minimal damage to company property) to believe that an employee is under the influence of unauthorized controlled substance(s), the supervisor will meet with that employee and Department Union Steward to determine the cause/solution to the immediate problem. The Supervisor will determine if a drug or alcohol test is necessary. If the results of this drug test are positive (confirmed by an independent laboratory of the Company's choice) that employee will be subject to the following disciplinary action:

First Offense	Five (5) days suspension and mandatory counseling
Second Offense	Thirty (30) days suspension with mandatory counseling
Third Offense	Discharge

If an employee refuses to participate in a drug rehabilitation program (when test results confirm positive) or the employee refuses to take a drug test, the employee will be subject to the progressive disciplinary procedure as outlined above. However, if an employee successfully completes a voluntary rehabilitation program the disciplinary action issued will be removed from the employee's record at the time of the successful completion of the rehabilitation program on a one-time basis only. Any subsequent occurrences will necessitate discipline even if the employee completes an additional rehabilitation program.

Any employee who is injured on the job and requires medical attention and/or any employee whose actions create injury to another worker will be tested. Such testing will be administered at time of medical treatment by a trained external health professional. If results prove positive, the program steps previously established will be properly activated.

Section 1.2.

In the event a test is deemed necessary, an independent laboratory chosen by the Company will administer the said test. The independent laboratory must:

- Be properly licensed
- Use accepted scientific methods of testing
- Meet all pertinent proficiency standards
- Be able to defend its position with expert testimony
- Use standard non DOT measurements

Section 1.3.

Specimen used in drug testing must:

- Be retained for thirty (30) days in the event re-analysis is deemed necessary
- Be kept in a secure place where tampering cannot occur

Section 1.4.

The Union shall be held harmless of any liability arising out of any actions taken by the Company in accordance with this program.

APPENDIX E

Re: Multiple Machine/Multiple Process Operations.

To facilitate the increase of production flow, as well as improve upon utilization of all manufacturing areas, some machine operations, processes, and/or duties may be combined. In such cases in which different classifications are combined, the higher classified rate will be paid throughout the entire assignment period. When applicable, this will be in addition to the established machine pay additives.

3 Machines / 2 Operators	\$0.50 / hr.
2 Machines / 1 Operator	\$1.00 / hr.
3 or more Machines / 1 Operator	\$2.00 / hr.

(\$1.00 for each additional machine thereafter; paid when machine(s) produce product)

It is agreed that in scheduling current multiple machine and multiple-process operations, when possible, the regularly scheduled operator will be given the assignment. In the event of an opening due to an employee leaving the area, the multiple machine operation or multiple-process machine will then be offered to the senior employee in the classification, area and shift.

In the event of an opening that is to cover for vacation or absenteeism, when possible the company will utilize the senior employee in the classification, area and shift.

However, it is understood that due to scheduling and training issues, the Company may need to schedule a junior employee for this time period.

As new multiple machine or multiple-process machines opportunities arise, the assignments will be offered to the senior operators in the area and classification.

All future multiple machine and multiple process operations are subject to management's approval for additional pay.

It is with the understanding that when merged classifications occur, the following will determine the proper incumbent:

- 1). If different classifications are merged, the senior employee in the area of the higher classification will prevail.
- 2). If same or equal classifications are merged, the senior employees within the area(s) will prevail.
- 3). If a normal operator does not exist, seniority within area will apply.

Current Multiple Machines Combinations*:

116/418a	T-Cell
1239/3518	Pines Bender
1490/1221	Reeds
867/868/869	Elbow Cell
1424/3088/429	Tappers
3698/4831	Hardware
1015/418	Elbow Cell
133/3620	Saws
4216/6091	Mazak
4066/4067	Hardware
4293/1956/4792	Tappers

*This list does not restrict the Company from changing said current combinations or from adding others as future opportunities may arise.

Multiple Process Operations.

1. When assigned to operate a recognized multiple process machine, the Multi-Process Machine rate of pay will apply.
2. Applies to current multiple processes*:

3030	Hydro Tee
4032	Elbow Center
3698/4831	Hardware
4052	Packaging
4056	Packaging
4800	Elbow Center
Palletizer	Warehouse
3090	Adapter

*This list does not restrict the Company from changing said current combinations or from adding others as future opportunities may arise.

3. Operators must be able to perform all of the following duties, or are subject to disqualification from that machine.
 - Machine set up
 - Preventive Maintenance Documentation
 - Quality
 - Must take required training
4. Current incumbents in the above listed jobs will continue to hold their positions, so long as they are able to perform the required duties noted in #3 above, after required training period.

APPENDIX F

Training.

The parties jointly recognize that changes in technology, higher quality and delivery standards, manufacturing methods, as well as ever changing customers and market demands places a continual need for EPC associates to find creative ways to maintain an efficient and cost competitive operation and to improve performance.

The parties also acknowledge management's responsibility in determining the required competencies for positions and in identifying appropriate training needs to enhance the skill levels of the workforce.

When training is deemed necessary, the Company will determine the content, time, and location of such training and will pay for time spent in training. When training is conducted outside of the local area, reasonable travel time will also be paid. When deemed necessary, training opportunities will be offered to at least one (1) senior employee within the assigned area of work.

It is understood management endorses employees taking work-related education and training as a means of preparing themselves for future job opportunities at EPC. Reasonable reimbursement including tuition and lab fees for such programs will be provided when approved on a case-by-case basis following successful completion of said program. A Letter of Understanding will be signed by the Company and the employee binding this tuition reimbursement plan agreement, prior to classroom studies or training commencing, which outlines the requirements of the agreement.

The parties agree that prerequisite skills and qualifications as they apply to certain skilled positions. The Company and Local Union Committee will establish a prerequisite qualification list for identified skilled positions so that future bidders are aware of how to enhance their standing for such job opportunities.

It is agreed that during the term of this agreement, the parties will collectively work together in researching other industrial trends in order to improve Elkhart Products' cost competitive edge in the marketplace. This research may involve training seminars, benchmarking trips, and/or utilization of outside consultants. With such discovery of new founded ways to improve the business, the parties are committed in then establishing innovative approaches to the work processes leading to high performance systems.

The concept of developing an objective bid evaluation process, including job content related training is endorsed. Any such tests, or proposed application of such, will be developed in cooperation with the Local Union Committee prior to implementation.

Finally, the parties agree to work together to identify issues of basic skills, such as reading, writing, and basic math that might be provided to EPC employees as an opportunity to raise their job performance capabilities; and will work together to provide such training to employees as appropriate.

It is understood that this memorandum is not meant to replace any existing agreements on training, but is meant to serve as an enhancement to them.

APPENDIX H

Supplemental Insurance

This Agreement acknowledges that Elkhart Products Corporation has agreed to allow the International Association of Machinists and Aerospace Workers to offer the Machinists Custom Choices Worksite Benefits program of supplemental insurance benefits to their employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members will be given an opportunity to spend fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year. Further, Elkhart Products Corporation will honor payroll deduction requests and remit premiums to the designated Third Party Administrator within 14 days of bill due date. All policyholder service will be provided by the underwriter and Employee Benefit Systems, Inc.

Article XIV, Section 14.4, Insurance

Insurance will continue to be provided to eligible employees by the IAM District 9 Welfare and Trust.

Eligibility is defined as those employees who have completed a minimum of thirty (30) calendar days.

The Company agrees to the standard contract language “Health and Welfare/Dental/Vision Plan (D-9-A Plan)”, dated July 15, 2019.

ATTENDANCE PROGRAM

RULES

1.

- Accumulation of 8 attendance points in a rolling calendar year equals termination.
- A first written warning shall be issued to an employee upon accumulation of 4 attendance points in a rolling calendar year.
- A final written warning shall be issued to an employee upon accumulation of 6 attendance points in a rolling calendar year.
- An employee who misses up to two (2) hours of his scheduled shift shall be assessed .25 points.
- An employee who misses between two (2) and four (4) hours of his scheduled shift shall be assessed .5 points.
- An employee who misses between four (4) and six (6) hours of his scheduled shift shall be assessed .75 points.
- An employee who misses more than six (6) hours of his scheduled shift shall be assessed one (1) point.
- Any Tardy or Early Out on a five (5) hour shift equals .5 points.
- Missing an entire five (5) hour shift equals one (1) point.
- An employee may be assessed no more than one (1) point per day.
- No call, no show equals one (1) point.
- Three (3) no call, no shows in one (1) rolling calendar year results in termination.
- Three (3) consecutive days with no report equals termination.
- For implementation of this new attendance program, all attendance points assessed to any employees prior to July 1, 2019 shall be removed as of the day this Contract goes into effect. All attendance points assessed to any employees from July 1, 2019 onward, shall remain on the employees' records.

2. **Excused Absences**

- a. Vacation
- b. Jury Duty
- c. Funeral Leave
- d. Job Related Injury
- e. Absence covered under the Family Medical Leave Act
- f. Approved Leave of Absence (Military, Union, Personal)
- g. Personal prescheduled Dr's visit (employee must give a 24-hour notice for visits and provide documentation).

- h. A maximum of four (4) prescheduled Dr's visits for employee's child(ren) per contract year (employee must give 24-hour notice and provide documentation). Such child(ren)'s Dr's visits shall count against perfect attendance.

3. Extended Absences

Events of the same illness of more than one consecutive day will be counted as one point for the 1st day and 1/2 point for consecutive days thereafter, up to a 7-day absence. Record of points will remain on file for up to a 7 calendar day absence period. Consecutive days after the 7-day period will not be documented as occurrences of absenteeism, provided documentation is received per sec. 9.1E.

If proper documentation is provided from a doctor for any consecutive extended absence, the points will accumulate to 1-point maximum. Documentation must be received within 48 hours of the associate's return to work.

Documentation must cover the entire time of consecutive absence.

Call-in notification is required for each day of absence.