

AGREEMENT

EFFECTIVE AUGUST 17, 2019 – AUGUST 19, 2022

BETWEEN

AMERICAN ORDNANCE LLC

IOWA ARMY AMMUNITION PLANT

AND LOCAL LODGE NO. 1010

INTERNATIONAL ASSOCIATION OF MACHINISTS &

AEROSPACE WORKERS

(UNIT I)

(CRAFT UNIT)

(PROFESSIONAL FIREFIGHTERS UNIT)

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PREAMBLE

THIS AGREEMENT is to be effective on the 17th day of August, 2019, between the American Ordnance LLC (hereinafter called the Company) for and on behalf of itself and Local Union No. 1010, International Association of Machinists and Aerospace Workers (Unit 1) (Craft Unit) (Professional Firefighters Unit) (hereinafter called the Union) on behalf of the employees in such unit(s) as follows:

WITNESSETH THAT:

For and in consideration of the mutual promises contained herein and their performance, the Company and the Union hereby agree as follows:

ARTICLE 1 - PURPOSE

It is the purpose of this Agreement to assure the efficient, economical, and profitable operation of the Plant, to secure and sustain high levels of productivity of each employee covered by this Agreement; to assure that the requirements and expectations of our customers are met efficiently and economically; to foster an environment of continuous improvement in quality and productivity; to maintain a harmonious relationship between the employees in the bargaining unit and the Company; to establish wages, hours and working conditions; to provide a procedure for the prompt and equitable settlement of grievances; to avert strikes, slowdowns, and any other disturbances which interfere with or interrupt production; and, further, to set forth the rates of pay, wages, and other conditions of employment to be observed by the parties hereto.

ARTICLE 2 - RECOGNITION

The Company recognizes the Union as the exclusive collective bargaining representative for all employees of the Company in the Unit(s).

ARTICLE 3 - TERMS OF AGREEMENT AMENDMENTS

This Agreement shall be effective as of August 17, 2019, and shall continue in full force and effect until midnight 19 August 2022, and from year to year thereafter unless it is modified or terminated as hereinafter provided.

If either party desires to modify this Agreement upon its expiration date, notice of such a desire shall be given by either party to the other by registered or certified letter not earlier than 90 nor later than 60 calendar days prior to midnight 19 August 2022.

If negotiations pursuant to suggested modifications are not completed prior to 19 August 2022, this Agreement shall terminate on that date unless extended by mutual agreement of the parties.

Any Amendment to this Agreement, which may be made at any time by mutual consent of the Company and the Union, or become appropriate as a result of negotiation between the Company and Union as provided herein above, shall be reduced to writing, state the effective date of the Amendment, and be executed in the same manner as this Agreement.

ARTICLE 4 - SCOPE OF AGREEMENT

Section 1: Facility Use Contract

The provisions of this Agreement and any of its obligations shall apply to the Company's manufacturing of munitions and/or ordnance work by its employees relating to the load, assemble, and pack of ammunition on IAAAP property which arises out of the contracts which the Company has with the U.S. Government and/or third-party contractors/small business contractors. Further, this Agreement only applies to other munitions and/or ordnance load, assemble, and pack work that American Ordnance LLC marketing brings to American Ordnance LLC at this facility and American Ordnance LLC employees are utilized.

Section 2.

- A. Actions of the Government are not actions of the Company. Should the Government cancel the Facilities Use Contract with the Company, this Agreement shall automatically terminate. Should the Government issue another Contract or agreement with the Company, the provisions of this Agreement will be extended to the new contract.
- B. Should the Government modify any contract or take back work being performed by the Company for the Government, the terms and conditions of this agreement shall no longer apply to the work changed and/or no longer being performed by the Company. In the event a Government initiated change results in a provision of this agreement having an adverse economic or

operational impact upon the Company, such provision will cease to be in effect to the extent it creates such adverse impact. The Company will notify the Union of such changes and meet with the Union to explore alternative options.

ARTICLE 5 - DEFINITIONS

For the purpose of this Agreement, the terms listed below shall have the definitions indicated:

PART 1

Applicable to All Units

1. **Unit** - All persons employed by the Company at the Iowa Army Ammunition Plant in the job classifications appearing under each separate unit of this Agreement.
2. **Employee(s)** - Person(s) included in the Unit and carried on the Company's employment roster. When the masculine term is used, it applies equally to female employees.
3. **Plant** - The Iowa Army Ammunition Plant, the property of the United States Government, located near Middletown, Des Moines County, Iowa.
4. **Complaint** - The format in which an employee initiates an action under the Complaint and Grievance Procedure.
5. **Grievance** - A misunderstanding, controversy, or dispute between an employee or Union and the Company, which involves the interpretation or application of or compliance with the provisions of this Agreement.
6. **Base Rate** - The rate of pay per hour for the applicable job classifications as established in this Agreement.
7. **Cost-of-Living Allowance** – The amount paid to an employee in addition to his regular wages in accordance with this Agreement.
8. **Layoff** - A period during which an employee is temporarily relieved from duty on account of the lack of work but is not terminated from the employ of the Company.
9. **Reduction-in-force** - Termination of employment on account of the lack of work.
10. **Call-in** - A situation whereby an employee has clocked out and is called back to perform work outside his regularly scheduled hours of work.
11. **Service** - Total employment on the Company's Employment Roster except construction.

12. **Single Shift Operation** - Work which is scheduled for one shift only each workday.
13. **Multiple Shift Operation** - Work which is scheduled as a continuous operation involving two or three shifts each workday. Employees who are relieved or who provide relief are multiple shift employees. This will determine the 80% for multiple shifts.
14. **Pay Rate** – The rate at which an employee is paid; the sum of the applicable Base Rate and the Cost-of-Living Allowance.
15. **Category A Employee** - An employee hired on or prior to 7 September 1984 or on a recall list as of 7 September 1984 and is subsequently recalled before his/her seniority rights expire.
16. **Category B Employee** - An employee hired after 8 September 1984.
17. **Job Bid Location: A line, group of buildings, building or section of a building associated with a specific Operational Department, which is represented as such on the bid.**
18. **Act of God – A natural hazard outside human control as determined by the Company.**

PART 2

Applicable to All Units Except the Professional Firefighters Unit

1. **Workweek** - A period of 168 consecutive hours beginning on Sunday and ending the following Sunday.
2. **Workday** - A period of 24 consecutive hours.

PART 3

Applicable to Professional Firefighters Unit Only

1. **Workweek** - A period of 168 consecutive hours beginning at 7:00 a.m. Monday and ending at 7:00 a.m. the following Monday.
2. **Workday** - A period of 24 consecutive hours beginning at 3:00 p.m. and ending at 3:00 p.m. the following day.
3. **Normal Tour of Duty** - A 24-hour period beginning at 7:00 a.m. and ending at 7:00 a.m. the following day.
4. **Eight Hour Tour of Duty** - A period of eight consecutive hours, occurring once each workweek during which an employee is on duty in a compensable status and at the end of which, reverts to an "off duty" status until resuming his next normal tour of duty.
5. **Certification Pay** – The rate of pay per hour for the applicable certification(s) as established in this Agreement.

6. **Pay Rate** – The rate at which an employee is paid; the sum of the applicable Base Rate and Certification Pay plus the Cost-of-Living Allowance.
7. **Firefighter I** - Person certified by DOD, IFSAC, or NPQB as a Firefighter I.
8. **Firefighter II** – Person certified by DOD, IFSAC, or NPQB as a Firefighter II.
9. **Driver Operator/Pumper** – Person certified by the DOD, IFSAC, or NPQB as a Firefighter I.
10. **Fire Inspector I** - Person certified by the DOD, IFSAC, or NPQB as a Firefighter I.

ARTICLE 6 - STRIKES AND LOCKOUTS

Section 1. **No-Strike Lockout** - The Union, its representatives and members agree not to picket or honor a picket line except as set forth in paragraph 2 and will not authorize, instigate, aid, or condone a strike, work stoppage, or slow down, including actions of a sympathy nature; and the Company agrees that it will not engage in a lockout during the term of this Agreement or any extension thereof. The Union further agrees that it will take every reasonable means which are within its power to induce employees engaged in a strike or work stoppage in violation of this Agreement to return to work.

Section 2. **Honoring Picket Lines** - Employees may honor a picket line of another legally striking Local Union representing IAAAP employees provided (1) the strike is authorized by the Local Union, (2) the strike is not in breach of the Local Union's Agreement with the Company and (3) the strike is based upon a dispute arising out of issues directly and solely involving IAAAP and the Company's operations in Middletown, Iowa.

Section 3. **Non-Abridgement of Rights** – Other than the contractual commitments noted above, no provision of this Article shall be construed or interpreted as abridging the rights of the Company or the Union under the National Labor Relations Act, as amended.

Section 4. **Emergency Recall for Firefighters** - For the purpose of this section, an emergency shall be fire, explosion or any other condition which endangers life or property. The Union, recognizing the importance of the firefighter position at IAAAP, fully support the recall of firefighters

who are on strike or lockout, during emergencies only, for the purpose of providing aid to the Company and its employees. Firefighters are not required to respond but each firefighter willing to provide their services during an emergency covered in this section, will inform the Company of their availability, upon request.

ARTICLE 7 - UNION-COMPANY RELATIONS

Section 1. **Employee Rights** - There will be no interference with, coercion, or restraint of employees in connection with the exercise of their rights to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purpose of collective bargaining or other mutual aid and protection.

Section 2. **Management Rights** - There will be no interference with, coercion, or restraint of the Company in its exercise of the function of Management. It is recognized that the Company shall exercise its exclusive responsibility to manage the Company and direct the working forces.

Section 3. Company Rights

- A. As long as the action of the Company does not violate any specific provision of this Agreement, it shall have the absolute and unqualified right to, in its sole discretion and without limiting the generality of Section 2, plan, direct and control Company operations; to select, instruct, and direct the working force; to hire, assign and transfer; to suspend, discharge, or reprimand employees for just cause; to schedule the working hours; to make and enforce reasonable Plant rules; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the layout and equipment to be used in the business, the processes, techniques, methods, and means of production and distribution; to introduce new and to change existing operational methods, materials, machines, processes, or facilities; and to determine job content and classification, except as specifically abridged, delegated, granted, modified, or limited by other provisions of this Agreement. The choice, control, and direction of the supervisory staff are vested exclusively in the Company.

- B. All work customarily performed by the Company in its own plant and with its own employees shall continue to be performed by the Company and its employees unless, in the judgment of the Company, such work can be performed more economically or expeditiously otherwise or the government dictates otherwise. In case one of these determinations by the Company adversely affects the bargaining units, the Company, provided time permits, will meet with the Union to explain the reasons for considering the action and allow input on how to keep work at the facilities. Such action will be considered to affect the bargaining unit adversely only if it directly results in the termination of bargaining unit employees.
- C. The Company may establish quality standards and judgment of workmanship required and determine and enforce reasonable quantitative standards (levels) of production.

Section 4. **Inclusion of Rights** - It is agreed that the enumeration above of management prerogatives shall not be deemed to exclude other management prerogatives not herein specifically enumerated provided that the exercise of such rights shall not be in conflict with any provision of this Agreement.

Section 5. **Exercise of Rights** - The exercise or non-exercise of rights hereby retained by the Company shall not be deemed a waiver of any such right or prevent the Company from exercising such rights in any way in the future.

Section 6. **Union Rights** - Nothing in Article 7 restricts the Union from exercising its rights under Article 30 - Complaint and Grievance Procedure.

Section 7. **Harmonious Relations** - There will be no harassment of the Company or the Union by either Union or non-Union employees. Any report of an employee making anti-Union or anti-Company statements, or otherwise attempting to damage the relationship of the Company and the Union, will be considered proper basis for grievance.

Section 8. **Union Business Outside the Plant**

- A. **Long Term** - The Union may designate not more than three employees from the bargaining unit(s) to perform Union

business outside the Plant which involves activities pursuant to this Agreement. In such event, the designated employee(s) will terminate employment with the Company by giving a minimum of 24-hours written notice specifying the duration of the assignment, but not to exceed one year. The one-year period may be extended in increments of one year by mutual agreement between the Union and the Company. During the time an individual is employed by the Union under the provisions of this Section, the only benefit of this Agreement which will accrue to the individual is continued seniority in the bargaining unit(s) and seniority group(s) which were applicable at the time of termination from employment with the Company.

- B. **Short Term** - The Union may designate not more than four employees from the bargaining unit(s) for the purpose of attending a meeting, conference, or similar event as a duly elected or appointed representative of the Union. The Company will grant such employee(s) an Unpaid Leave of Absence not to exceed 14 calendar days in any 12-month period beginning with the effective date of this Agreement. In addition, one employee will be granted a similar leave not to exceed 14 calendar days for the purpose of attending the Union's National Convention. The only benefits accruing to an employee during a Leave of Absence under this subsection are continued seniority accrual.

ARTICLE 8 - REGULATORY PROVISIONS

Section 1. **Designation of Stewards** - The Company recognizes the right of the Union to designate a reasonable number of chief stewards, stewards, and alternate stewards among employees of each shift. Elections for the purpose of selecting stewards will not be conducted on Company time.

Section 2. **Union Business During Working Hours** - Except as otherwise provided in Article 30, representatives of the Union will not conduct Union business or deal with employees during working hours. Any employee, including representatives of the Union in any capacity, will obtain permission of his supervisor before leaving his job during working hours. Employees will be allowed to pick the steward of their choosing with the time of the meeting approved by the supervisor. A chief steward

will be given the opportunity to investigate legitimate grievances during working hours with the approval of the Human Resources Manager/Superintendent.

Section 3. Notification of Disciplinary Action - If a bargaining employee covered by this CBA is to be issued a formal discipline as outlined in the CBA the Union will receive a copy of any disciplinary actions.

Section 4. **Posting of Notices** – The Company shall provide ten (10) bulletin boards with suitable space for the use of the Union in break areas/lunchrooms normally occupied by Bargaining Unit personnel. The boards shall be covered with glass and under lock and key of which will remain in the possession of a designated Union Chief Steward(s). These boards will be used for Union business only. It is agreed that no material posted will reflect against or discredit the Company. The Union will also be allowed to post the same Union material on the Company’s kiosk bulletin board.

Section 5. **Printing of Agreement** - The Company will print this Agreement in its final form for the purpose of distribution to the employees and interested parties to the contract. If for any reason a typographical variance occurs between a commercially printed Agreement and the original signed Agreement, the latter will govern.

Section 6. **Safety** - An employee is to report hazardous conditions (such as unsafe equipment or at risk behavior) or environmental concerns to his/her appropriate supervisor or to the employee’s union steward. In the event a union steward becomes aware of any unsafe, health, or environmental condition, the union steward will immediately report such condition to his supervisor. The employee may also report safety problems by telephone on the Safety Hotline by calling SAFE (319/753-7233). The employee, or the union steward as the case may be, will be advised in writing within a reasonable time, not to exceed ten (10) working days, of the disposition of such matters as are reported under the provisions of this Section.

Any steward not reporting a hazardous condition (such as unsafe equipment or at risk behavior) or environmental concerns to his/her appropriate supervisor will not be subject to any form of discipline.

The Company will furnish a form to the stewards to be filled out and given to their supervisors.

The Company will have a training day the first day after each bid goes into effect.

Section 7. **Personnel Security**

A. **Regulations** – Anti-sabotage, anti-espionage, and plant protective measures, including access to the Plant, approved or prescribed by the Department of the Army or its representatives, will be binding upon management, employees, and their representatives. Such measures will, insofar as practicable, be prominently posted throughout the Plant and otherwise made available to employees. Violations of any of these rules or regulations will be grounds for disciplinary action, including immediate dismissal. The Company will furnish any identification credentials required in connection with employment at the Plant.

B. **Clearances**

1. The Union agrees that where Government security regulations are placed upon the Company, such regulations shall govern the acceptance, rejection, or removal of an employee from work coming under those regulations. It is further agreed that neither the granting, denial, nor revocation of a security clearance shall be grounds for grievance or arbitration.
2. The Company agrees that any employee who has been removed from work requiring a security clearance because of the denial or revocation of such clearance shall be entitled, in accordance with his seniority status and the applicable seniority provisions of this Agreement, to other work not requiring such clearance as may then exist within his job classification. It is expressly understood between the parties that a grievance arising under this paragraph shall be subject to Article 30 of this Agreement.
3. When production work mandates employees to have a security clearance, the Company will ask for volunteers to apply for such clearances. Seniority will prevail. If there are insufficient volunteers, the Company may require those junior employees from the master seniority list to obtain the security

clearance. Having obtained security clearance, the employees will be required to work the classified project(s). The employee will keep his/her security clearance for a minimum of one (1) year – after which the employee may surrender the clearance if he/she so desires. The employee will remain assigned to the classified project until a replacement employee obtains a clearance. An employee who surrenders their clearance may be allowed to reapply for clearance which will be decided by the government. All employees with security clearances will be subject to all seniority provisions of the contract. However, if such provisions impair the operation of the classified project(s) or the government fails to allow clearance for new hires or re-applicants, the Company and Union will mutually agree on how to keep the project fully staffed.

- C. **Subversive Activities** - Discharges directed by the Government for suspicion of subversive activities will be handled in accordance with directives issued by the Government.

Section 8. **Equipment**

- A. **Furnishing of Clothing and Equipment** - The Company will furnish and the employee will wear such clothing and equipment as the Company deems necessary to ensure the safety or health of the employee in the performance of a job assignment. In areas where coveralls are not required, the employee has the option of wearing coveralls if he/she so desires as long as the coveralls are available and not otherwise needed for employees working in areas that require the coveralls. The Company recognizes the need that coveralls should be in a state of good repair and to that end will monitor the condition of the clothing as it's being laundered and periodically replace excessively worn clothing as needed. Employees will be assigned their coveralls. Every employee required to wear these coveralls shall be issued three (3) pair. Additionally, a process will be put into place following negotiations where excessively worn coveralls can be placed for either repair or discard by the laundry employee.

1. **Prescription Safety Glasses** - Where prescription safety glasses are required by the Company, such glasses will be furnished at Company expense; however,

prescriptions will be provided by employees at their expense.

2. **Replacement of Safety Glasses as Prescription Changes** - In the event a prescription change warrants new prescription safety glasses at any time after the second anniversary of the date of issue of the individual's current safety glasses, new prescription safety glasses will be furnished at no cost to the employee, except that the employee will bear the cost of optical examination. New lenses which are required because of a prescription change prior to the second anniversary of the date of issue of the individual's current safety glasses will be furnished at no cost to the employee upon certification of need by a physician in the practice of Ophthalmology. In such case, the employee will bear the cost of the optical examination.
3. **Plano Safety Glasses** - When required by the Company, non-prescription (Plano) safety glasses are provided to employees without cost. Thereafter, if prescription glasses are required due to a change in the employee's eye condition, such will be furnished to the individual without cost except that employee will bear the cost of the optical examination. In this circumstance, the two-year waiting period will not apply.
4. **Loss or Breakage of Safety Glasses** - If in the line of duty an employee breaks his safety glasses or damages them to the extent that continued use would further impair the person's vision, the Company will repair or replace the glasses as appropriate without cost to the employee. Should similar breakage or damage occur away from the job or through the individual's negligence while at work, the cost of repair or replacement will be borne by the employee.
5. **Applicable to Professional Firefighters Unit Only** - The Company will furnish and replace such items of apparel and equipment which are required to be a firefighter, specifically, uniform, cap, and badge. Additional items of clothing necessary to firefighting activities while on duty, such as coveralls, bunker coats, bunker pants, helmets, and boots will also be furnished by the Company. Station safety boots in accordance with AP&P 0164 will be

provided. All such items issued to Firefighters will meet OSHA standards.

6. The Company will furnish insulated coveralls to bug drivers who are required to spend the majority of their work day driving in un-insulated ramp and/or buildings. These coveralls are not to be taken off Company property and will be laundered by the Company also.

B. Loss of Equipment - Employees will not be assessed for loss or damage of tools, clothing or other property provided by the Company in connection with their employment unless negligence is shown.

C. Working boots - The Company will provide working boots to employees pursuant to AP&P 0164. However, the amount to be paid by the Company per year will be at the cost not to exceed \$175. The employees who are regularly exposed to adverse wet conditions in the field will be entitled to an additional pair of work boots in 2020.

Section **9. Working Rules** - The Company will furnish within one week to the Union, upon request, a copy of those working rules governing employees which are reduced to writing, posted, signed by a representative of Management, and do not contain classified security information.

Section **10. Notice of Termination** - Except when discharged for just cause, or when a termination is a result of closing operations, or where an immediate shutdown of an operation is directed by the Government, every employee will be given at least three working days prior notice of termination. Employees away from work for any reason will be notified by letter mailed to the employee's last known address on record with the Company and postmarked in compliance with the specified three days' notice as fulfillment of the Company's obligation under the provision of this Section.

Section **11. Rest Periods** - A rest period of ten minutes' duration in accordance with past Company Policy and as near the middle of each half of the shift as operating conditions permit will be granted employees in Unit 1. In the event the Company schedules a workday of more than ten hours, employees shall be entitled to a ten-minute rest period as near to eight hours into the shift as operationally possible. In no case will a rest period

be denied as a disciplinary measure.

ARTICLE 9 - CHECK-OFF

Section 1. **Union Dues Deductions** - Upon receipt of a properly signed authorization from an employee, the Company will deduct Union dues from the employee's earnings in equal bi-weekly payments. When employees are recalled, dues collection will be reinstated if a current card is on file.

- A. Deductions will be made weekly from any net earnings, and the Company shall have no obligation to collect the dues of any employee whose net pay in that payroll week, after other previously authorized deductions, are insufficient to cover the dues; however, the Company will attempt to deduct two weeks' dues from such employee in the next deduction period only.
- B. Dues collected by the Company pursuant to this Article shall be paid to the Union by check not later than ten days after the close of the month during which earnings are subject to deductions for dues.
- C. State and/or federal law takes precedence over the wording on the authorization card.
- D. The Union shall hold the Company harmless for any loss on account of its performance under this Article.
- E. The Company will provide to the Union on a monthly basis the names of employees on STD, LTD, and terminations.

ARTICLE 10 - UNION SECURITY

Section 1. **Determination of Legality** - The Company agrees that if in the event, during the term of this Agreement, it is determined by a Court of proper jurisdiction or Iowa State law or Federal law that a Union Shop or Agency Shop is legal at the Iowa Army Ammunition Plant, then within 31 calendar days after such decision becomes final, the Company will implement such Union Shop or Agency Shop provisions as are then authorized by law.

Section 2. **Notification of Employees** - Each employee who is affected by the provisions of this Article will be promptly informed by the Company regarding its requirements.

ARTICLE 11 - WORK TASK ASSIGNMENT

Section 1. Recognizing that the work task assignment claims of the other Unions having contracts with the Company at this Plant are competing and, as such, necessarily overlap with the work task assignment claims of this Union, the Company will administer this provision in a manner consistent with this Agreement. Job assignments of work tasks usually performed by employees in these bargaining units at this Plant will be maintained for the term of this Agreement, subject to the provisions of this Article.

Section 2. If a question of work task assignment arises in connection with a job assignment, the Union may protest the Company's action through the formal grievance procedure. In any step of the grievance procedure, any other Union(s) may enter the proceedings in its own interest and will be recognized by the parties hereto as a participant, provided that in exercising this prerogative, such participant agrees to be bound by the decision reached under the grievance procedure. In the event any such grievance reaches arbitration, the expense of the arbitrator will be borne as stated in Article 30 of this Agreement.

Section 3. Continuation of Work

- A. There will be no refusal by an employee to perform any work that may be assigned on the basis that a question of work task assignment exists.
- B. There will be no strike, work stoppage, or slow down on the basis that a question of work task assignment exists.

Section 4. Supervisory or other salaried exempt, non-bargaining unit employees shall not be permitted to perform bargaining unit work tasks except in the following types of situations:

- A. In emergencies - For the purpose of this Article, an emergency shall be fire, explosion, flood, hurricane, storm, line rupture, power failure or any other conditions which endanger life or property, national emergency and directions given by the Government to the Company. Written confirmation given to the Company from the Government will be provided to the Union.
- B. In experimental work which requires special techniques and knowledge and for which bargaining unit employees are not qualified.

- C. In the instruction of employees.
- D. In the performance of necessary work when production difficulties are encountered on the job. Production difficulties mean those difficulties requiring supervisory assistance to determine the cause and to prevent shutdowns.
- E. In the performance of any work requiring no more than thirty (30) minutes total time for the entire shift.

Section 5. Incidental Duties

- A. Excluding lead persons and project persons, when an employee is assigned and working on a job he will be permitted to perform those duties of another classification, whether in these bargaining units, in another bargaining unit, or in an hourly-rated non-bargaining unit classification which he is capable of performing, except that the time spent in such activities will not exceed 30% of the time in a workday. At no time shall an employee be assigned duties which he has neither the knowledge nor skill to accomplish or which would compromise his personal safety or the safety of others.
- B. Excluding lead persons and project persons, when an employee in another bargaining unit or in an hourly-rated non-bargaining unit classification is working on a job, he will be permitted to perform those duties of a classification in these bargaining units which he is capable of performing, except that the time spent in such activities will not exceed 30% of the time in a workday. At no time shall such employee be assigned duties which he has neither the knowledge nor skill to accomplish, or which would compromise his personal safety or the safety of others.
- C. Any such assignment of incidental duties will not result in a change in classification or base rate for the employee assigned such incidental duties.

Section 6. Demilitarization Disposal - The appropriate classification of employees may perform demilitarization disposal functions falling within their scope of work if they are qualified to safely and efficiently perform this work.

Section 7. Total Productive Maintenance (TPM)

- A. Production operators and other employees in the bargaining units covered by this Agreement may assist mechanics in any bargaining unit in repair work when they are waiting for machinery/equipment to be repaired. Production operators and other employees in these bargaining units may keep their equipment clean and lubricated. Production operators and other employees in the bargaining units covered by this Agreement may do minor repairs such as tightening small screws, nuts, etc., which can be accomplished with simple hand tools such as a screwdriver, pliers, or wrench.
- B. Production operators and other employees in the bargaining units covered by this Agreement performing these functions will be trained as necessary.
- C. No reduction in craft employees will occur as a result of this program.

Section 8. Any employee of this Plant, bargaining unit or non-bargaining unit, including a supervisor, who uses a motor vehicle on or off the Plant may, while operating such motor vehicle, transport persons working with or under the supervision of such employee and transport and deliver papers, parts, tools, supplies, materials, equipment, or other objects used in connection with work tasks performed by such employee or employees working with or under the supervision of such employee.

Applicable to Professional Firefighters Unit Only

Section 9. Firefighter Emergency Provisions

- A. During emergencies, all bargaining firefighters will be called, as needed. Before another individual performs firefighter duties or mutual aid is received, the Company will make a concerted effort to contact all off duty bargaining firefighters. Those off duty firefighters reporting to work will receive call in pay as outlined in the current CBA. This provision does not apply to the Company using someone to assist with performing certain firefighter work which does not require certification, except that the time spent in such activities will not exceed 30% of a work day.
- B. All bargaining unit firefighters are required to assist on ambulance calls, as determined by the Company.

ARTICLE 12 - HOURS OF WORK

PART 1

Applicable to Unit 1 and Craft Unit Only

Section 1. **Workday** - The workday will be as defined in Article 5, Part 2 of this Agreement.

Section 2. **Workweek** - The workweek will be as defined in Article 5, Part 2 of this Agreement.

Section 3. **Days of Work** - Normally, work will be scheduled on a four-day, 10-hour day, 40-hour workweek with consecutive days being Monday through Thursday. When required by conditions of the work, revised schedules will be utilized. On a five-day, 8-hour day, 40-hour workweek, the days worked would normally be five consecutive days, Monday through Friday. On a three-day, 12-hour day, 36-hour workweek, the days worked would normally be three consecutive days, Friday, Saturday and Sunday.

Section 4. **Hours of Work** - Normally, work will be scheduled on shifts as follows:

A. Single Shift Operation (Day Shift)

4-day workweek	<u>4:00 a.m. – 2:30 p.m.</u>
	<u>5:00 a.m. – 3:30 p.m.</u>
	<u>6:00 a.m. – 4:30 p.m.</u>
	<u>6:30 a.m. – 5:00 p.m.</u>
	7:00 a.m. to 5:30 p.m.
5-day workweek	7:00 a.m. to 3:30 p.m.

B. Two Shift Operation

4-day workweek	
Day Shift	<u>6:00 a.m. – 4:30 p.m.</u>
	<u>6:30 a.m. – 5:00 p.m.</u>
	7:00 a.m. to 5:30 p.m.
Night Shift	<u>4:30 pm. – 3:00 a.m.</u>
	<u>5:00 p.m. – 3:30 a.m.</u>
	5:30 p.m. to 4:00 a.m.

5-day workweek	
Day Shift	7:00 a.m. to 3:30 p.m.
Night Shift	3:30 p.m. to 12:00 midnight

C. 3-day workweek (12-hour shifts)

7:00 a.m. – 7:00 p.m.

7:00 p.m. – 7:00 a.m.

D. Multiple Shift Operation (5-day Workweek)

Shift #1 7:00 a.m. to 3:00 p.m.

Shift #2 3:00 p.m. to 11:00 p.m.

(Start Up Shift) Shift #3 11:00 p.m. to 7:00 a.m.

Shift #1 8:00 a.m. to 4:00 p.m.

Shift #2 4:00 p.m. to 12:00 a.m.

(Start Up Shift) Shift #3 12:00 a.m. to 8:00 a.m.

E. When a line has 2 – 10-hour shifts that have different starting times operating simultaneously they will maintain separate identities in all matters of work requirements such as overtime unless mutually agreed by the Company and Chief Steward.

When a line has both 8-hour shift(s) and 10-hour shift(s) operating simultaneously they will maintain separate identities in all matters of work requirements such as overtime unless mutually agreed by the Company and Chief Steward.

A and B categories include a thirty (30) minute unpaid lunch period. Employees working Shifts C and D will be allowed thirty minutes time to eat without loss of pay. However, eight, ten or twelve hours' pay will be granted for completion of a each shift; provided that employees assigned to jobs for which they are required by the Company to bathe and/or change clothes at the beginning and end of the shift will perform these functions before and after the specified starting and ending times of the shift. The eight, ten or twelve hours' pay provided herein will be considered to include an adequate allowance to compensate for time spent in performing these functions.

Employees who are required to wear PPE will be allowed five (5) minutes at the start of their shift to don such PPE and likewise five (5) minutes at the end of their shift to change out of their PPE. Melt operators who are required to bathe after work will be released, at the Company expense, 20 minutes prior to the end of their shift to do so.

Section 5. **Special Provisions**

- A. The Company agrees to arrange an employee's work schedule so that he will have two consecutive days off in a workweek. Employees will be advised of their days off not later than two days prior to the beginning of each pay period. Any employee who is required to work on his scheduled day off will not be required to take another day off in that workweek in lieu thereof. Should the Company's operations require an employee to work a six-day or seven-day workweek, the provisions of this Section will not apply.
- B. Manufacturing employees (Unit 1) and Craft Unit employees assigned to multiple shift operations will work fixed shift assignments.
- C. When the number of employees on a line and shift assigned to multiple shifts constitute more than 80% of the total shift, all employees on that line and shift will be considered multiple shift employees.
- D. Time off requests for non-scheduled workdays will only be accepted and approved by the Company up to 14 days prior to the requested days off, except for some compelling personal or family reason satisfactory to the Company.

Section 6. Special requirements for 12-hour shift - The 12 hour shifts will only be used in the 1-12 building located in Line 1. If a weekend work schedule is needed for other buildings and/or lines due to customer requirements, the Company and Union agree to meet and negotiate a weekend shift schedule and related terms for those affected locations.

PART 2

Applicable to Professional Firefighters Unit Only

Section 1. **Workday** - The workday will be as defined in Article 5, Part 3 of this Agreement.

Section 2. **Workweek** - The workweek will be as defined in Article 5, Part 3 of this Agreement.

Section 3. **Normal Tour of Duty** - A normal tour of duty will be as defined in Article 5, Part 3 of this Agreement.

Section 4. **Eight-Hour Tour of Duty** - An eight-hour tour of duty will be as defined in Article 5, Part 3 of this Agreement.

Section 5. **Days and Hours of Work** – Professional Firefighters Unit employees will normally work during each workweek, on a rotating platoon basis, a schedule comprised of two Normal Tours of Duty and one Eight-Hour Tour of Duty as follows:

A. Schedule A

7:00 a.m. Monday - 7:00 a.m. Tuesday
3:00 p.m. Wednesday - 11:00 p.m. Wednesday
7:00 a.m. Friday - 7:00 a.m. Saturday

B. Schedule B

7:00 a.m. Tuesday - 7:00 a.m. Wednesday
11:00 p.m. Wednesday - 7:00 a.m. Thursday
7:00 a.m. Saturday - 7:00 a.m. Sunday

C. Schedule C

7:00 a.m. Wednesday - 3:00 p.m. Wednesday
7:00 a.m. Thursday - 7:00 a.m. Friday
7:00 a.m. Sunday - 7:00 a.m. Monday

The rotation each week between these schedules will normally be Schedule A to Schedule C to Schedule B to Schedule A.

Applicable to Part 1 and Part 2

Section 1. In making the record of hours worked each day by each employee required by law, the Company may select the method of record keeping, which may include the use of electronic devices. The company will provide a means for employees to view their hours recorded into the payroll system.

ARTICLE 13 - WAGES AND PREMIUM PAYMENTS

Part 1

Applicable to All Units Except Professional Firefighters Unit

Section 1. **Base Rates** - The job classifications that will be applicable and the base rates at which employees will work and be paid during the period of this Agreement are as reflected in this Agreement.

Section 2. 12-Hour Shift Pay

An employee who is assigned to work the 12-hour shift will be paid an additional four (4) hours of straight time pay, so long as the employee either:

- a. actually works thirty-six (36) hours during the workweek, or
- b. is in compensable pay status for thirty-six (36) hours during the workweek.

Employee work time missed due to Company Convenience or Non-Scheduled Work Day will be considered as time worked for purposes of this section.

Section 3. Shift Differential - A shift differential of 35 cents per hour will be paid to employees for all work performed on shifts other than the day shift. A shift other than a day shift occurs when the majority of an employee's regularly scheduled shift hours are outside of 6:00 a.m. to 6:00 p.m.

Section 4. Temporary Higher or Lower Rated Job - If an employee is assigned to a lower rated job, he will receive his regular rate of pay for the hours worked in the lower rated job. If an employee is assigned to a higher rated job, he will receive the higher rate of pay for the hours worked in the higher rated job.

Section 5. Premium Pay

A. Extended Work in a Workday or Workweek

1. Employees scheduled to work eight hours in a workday will be paid 1 ½ times their pay rate for all hours worked in excess of eight in a workday or eight in one continuous period or 40 hours in a workweek, subject to the limitations of Part 1, Section 6 of this Article.
2. Employees scheduled to work ten hours in a workday will be paid 1 ½ times their pay rate for all hours worked in excess of ten in a workday or ten in one continuous period or 40 in a workweek, for four ten-hour workdays in a workweek, subject to the limitations of Part 1, Section 6 of this Article.
3. Employees scheduled to work 12-hour shifts under this Section will be paid 1 ½ times their pay rate for all hours

worked in excess of twelve (12) in a workday, or after twelve (12) hours in one continuous period, or after thirty-six (36) hours in a workweek, subject to the limitations of Part 1, Section 6 of Article 13.

4. When an employee receives pay for a holiday not worked on their scheduled work day as provided in Article 21 of this Agreement, loses time for Company caused reasons, or all other hours paid, those hours will be considered as time worked for purposes of calculating hours in excess of 40 hours in a workweek, for those employees working 8 or 10 hour shifts, or those hours in excess of 36 in a workweek for those employees working a 12-hour shift. When a holiday is observed on an employee's scheduled day off, the foregoing will not apply.

5. Any hours of work performed outside of the employees assigned/bid shift, as found in Article 12, will be considered overtime hours and will be paid accordingly, as appropriate for the day involved.

- B. **Sunday Work**– An employee who performs work on a Sunday will be compensated at two times his pay rate for all hours worked on that day, subject to the limitations of Part 1, Section 4 of this Article.
- C. **Holiday Work** - For work performed on a holiday listed in Sections 1 and 2 of Article 21, or a day recognized in lieu thereof, an employee will be paid 1 ½ times his regular pay rate for all hours worked on the holiday, such payment being in addition to the eight hours, ten hours or twelve hours allowed at his pay rate as specified in Article 21.
- D. The Company will not intentionally reschedule an employee to avoid the payment of overtime.

Section 6. **Non-pyramiding of Premiums** - When hours of work requiring premium pay under any Article of this Agreement coincide, only one premium will be paid, and that will be the highest.

Section 7. **Rates for Different Types of Work** - In the event an employee works at two or more different types of work in one workweek for which he receives different base rates, overtime pay will be based on the base rate in effect during the overtime hours.

Section 8. **Dividends** - Wage rates established in this contract are minimums. Any profit or productivity payment is at the Company's option.

PART 2

Applicable to Professional Firefighters Unit Only

Section 1. **Base rates** - The job classification that will be applicable and the base rates at which employees will work and be paid during the period of this Agreement are as reflected in this Agreement. These base rates are applicable for computing pay for 40 hours of work in a workweek, with the employee's scheduled hours of work in the workweek being 56 hours. The difference of 16 hours between the 40 hours of work and the 56 hours the employee is scheduled to be on the premises shall be two eight-hour sleeping periods for which no compensation will be paid, except as designated in Section 4 of this Part.

Section 2. **Premium Pay**

- A. **Extended Work in a Workday or Workweek** - Employees will be paid 1 ½ times their pay rate for all hours worked in excess of 40 hours in a workweek, or eight hours in a workday in accordance with the provisions of the Fair Labor Standards Act (with variance granted 21 May 1965 by the Solicitor of Labor, U.S. Department of Labor) subject to the limitations of Section 4 of this Article.
- B. **Holiday Work** - For work performed on a holiday, or day recognized as a holiday, an employee will be paid the 1 ½ times their pay rate for all hours worked plus ten hours holiday pay at his/her regular pay rate. An employee working on a holiday may either receive the 10 hours holiday pay or add the 10 hours to his vacation hours.

Section 3. **Non-pyramiding of Premiums** - When hours of work requiring premium pay under any Article of this Agreement coincide, only one premium will be paid, and that will be the highest.

Section 4. **Sleeping Periods** - When an employee works a 24-hour shift pursuant to a platoon system, the entire eight-hour sleeping period is excluded from hours worked under the following conditions:

- A. It is a regularly scheduled period of not more than eight hours.

- B. It is not interrupted by a call to duty. All interruptions to an employee's sleeping period, resulting in a call to duty, will be considered time worked and paid for. If a call to duty prevents an employee from obtaining at least five hours of sleep during the scheduled sleeping period, the entire eight-hour period will be considered time worked.
1. If the employee cannot obtain five hours of sleep, the employee will be paid 1 ½ times his pay rate for hours worked , during the interruption of sleep with the employee receiving a minimum of two (2) hours, for the first interruption. The balance of the eight hours will be paid at his pay rate.
 2. If the employee is required to be held over into a consecutive shift after working a 24 hour period and they were unable to obtain five hours of consecutive sleep they would be given the opportunity to obtain five hours of consecutive sleep unless there was a call to duty.
- C. Wherever applicable under the terms of this Agreement, the designated eight-hour sleeping period will be from 10:00 p.m. to 6:00 a.m. unless the Company notifies the Union in advance of any change.

ARTICLE 14 - CLASSIFICATIONS AND PAY RATES

Section 1. Effective August 16, 2016, employees in Unit 1 with less than twenty-four (24) months of active employment, will receive pay rates based on active employment as follows: Date of hire through 12 months 85% of Category B pay rate; 13 months through 24 months, 90% of Category B pay rate; after 24 months , 100% of Category B pay rate. Layoffs or leaves of absence of more than fourteen (14) calendar days will not be counted as active employment.

Section 2. Upon execution of this agreement, the pay rate of all Unit 1 employees, including Category A and Category B, will be increased as follows:

Classification	Rate prior to ratification	2 nd PP After Ratification 2019	FPP August 2020	FPP August 2021
Production Operator A (P-1A)	\$22.60	\$23.30	\$23.90	\$24.50
Production Operator B (P-1B), 100% of B rate	\$21.53	\$22.23	\$22.83	\$23.43
P-1B (13 mo - 24 mo), 90% of B rate	\$19.38	\$20.01	\$20.55	\$21.09
P-1B (Hire - 12 mo.), 85% of B rate	\$18.30	\$18.90	\$19.41	\$19.92
Inspector A (I-1A) *certified rate	\$23.10	\$23.80	\$24.40	\$25.00
Inspector B (I-1B) *certified rate	\$22.03	\$22.73	\$23.33	\$23.93
Change house, Laundry Operator B (L-2B)	\$19.83	\$20.53	\$21.13	\$21.73
Change house, Laundry Operator A (L-2A)	\$22.50	\$23.20	\$23.80	\$24.40

Part 2 Applicable to Craft Unit Only

Section 1. Upon execution of this agreement, the pay rate of all Craft Unit employees, including Category A and Category B will be increased as follows:

Classification	Rate prior to ratification	2 nd PP After Ratification 2019	FPP August 2020	FPP August 2021
Millwright (M1)	\$25.68	\$26.60	\$27.35	\$28.16
Automotive Mechanic/Inspector (A7)	\$25.68	\$26.60	\$27.35	\$28.16
Locksmith (L8)	\$25.68	\$26.60	\$27.35	\$28.16

Section 2. A new hire or transferee into a classification listed above will be paid at a pay rate of 95% of the pay rate for the classification. Upon satisfactory completion of the 90 day probationary period, the new hire or transferee will be paid 100% of the pay rate for the classification. The transferee into a higher pay classification will not be paid less than the rate they were making in the previous classification.

Section 3. **Off-Hours On-Call**

The Company may assign an employee to be on-call during the employee's off hours in the workweek. If the employee accepts the on-call assignment, the employee will be required (1) to carry a beeper or other electronic communication device at all times during such off hours, (2) to remain within an area close enough to the Plant to respond to a call-in and return to the Plant within one hour, and (3) to remain prepared to come to the Plant and work up to a full work shift when called. In the event no employee accepts the off-hours for call work, the Company will assign such work to the least senior employee in the seniority group provided such individual(s) is qualified.

The off hours when an employee is on-call will not be work hours, but the employee will, for the workweek when on-call, have his pay rate increased by Two Dollars (\$2.00). Unless some unforeseen event prevents such employee on-call from being available for the entire seven days of the workweek, an employee on-call will not be changed during such seven-day period. If it becomes necessary to substitute another employee to be on call for the remainder of the workweek, the employee who substitutes will be paid the extra 2.00 per hour only for the hours worked during such seven-day period after being given the on-call assignment. The employee who finds it necessary to be relieved from the on-call assignment will be paid the \$2.00 per hour extra only while in the on-call status.

Section 4. Asbestos Pay – Employees who are asbestos certified will receive an additional \$0.10 per hour above their base rate. When an employee is required to suit up and perform work involving friable asbestos or asbestos abatement the employee will receive an additional One Dollar (\$1.00) above their base rate for all hours spent performing this work.

Part 3 **Applicable to Unit 1 and Craft Unit**

Section 1. **Working Lead Person** - Should the Company determine the need for a lead person in a classification, the Company will select the employee whom it determines to be the best suited to be lead person. The pay rate for a lead person in Unit 1 will be One Dollar (\$1.00) and in the Craft Unit will be One Dollar and Fifty Cents (\$1.50) above the highest

pay rate paid an employee in the classification except for another lead or project person. The lead person, at the discretion of the company, may be used to perform bargaining type work and coordinate assignments in their area of work, unless mutually agreed otherwise by the parties. Either the Company or the employee can opt out of the lead person position. Lead persons will not hire or fire or take disciplinary action against employees. Lead persons will be subject to all seniority provisions of the contract. The Company's selection of who will be a lead person will not be subject to the grievance procedure.

Section 2. **Project Person** - Should the Company determine the need for a project person, a bid sheet will be posted to determine those employees interested and the Company will then select the employee(s) whom it determines to be the best suited to be project person. The pay rate for a project person will be One Dollar (\$1.00) above the highest pay rate paid an employee in his classification except for another project or lead person. The project person may be used on any shift and at any location. Either the Company or the employee can opt out of the project person position and the employee would then return to their bid assignment as seniority allows. Project persons will not hire or fire or take disciplinary action against employees. Project persons will be subject to seniority provisions of the contract as it applies to a reduction in force. Project persons will continue to participate in the regular bid process and return to the bid location their seniority allows upon completion of their project person assignment. The Company's selection of who will be a project person will not be subject to the grievance procedure.

Part 4
Applicable to Professional Firefighters Unit Only

Section 1. Upon execution of this Agreement, the pay rate of all Professional Firefighters Unit employees, including Category A and Category B, will be increased as follows:

Classification	Rate prior to ratification	2nd PP After Ratification 2019	FPP August 2020	FPP August 2021
Firefighter (F1)	\$22.70	\$23.40	\$24.00	\$24.60

Section 2. **Classifications and Base rates**

A. The Professional Firefighters Unit will have only the classification of Firefighter.

- B. The pay rate for firefighters will be increased for an employee with certifications as follows:
1. Firefighter I, 10 cents per hour;
 2. Firefighter II, 15 cents per hour;
 3. Emergency Medical Technician (EMT) \$.10 cents per hour.
 4. Advance Emergency Medical Technician (AEMT)\$.15 cents per hour.

Section 3. A new hire or transferee into the classification of firefighter will be paid at a pay rate of 95% of the pay rate for the classification. Upon satisfactory completion of the 90 day probationary period, the new hire or transferee will be paid 100% of the pay rate for the classification. The transferee into a higher pay classification will not be paid less than the rate they were making in the previous classification.

Section 4. Should the Fire Chief determine the need for a Lead Firefighter, the Fire Chief or his designee will select the firefighter whom it is determined to be best suited to be a Lead Firefighter. The Lead Firefighter will fill the Emergency Medical Technician positions during absences. The pay rate for a Lead Firefighter will be One Dollar and 50 cents (\$1.50) above the highest pay rate paid another firefighter except another Lead Firefighter. Understanding a firefighter can decline the request to be a Lead Firefighter, once an individual has committed to a shift(s), he must fulfill his obligation barring an unforeseen personal emergency. Lead Firefighters will not hire or fire or take any disciplinary action against employees. Lead Firefighters will be subject to all seniority provisions of the contract. The Fire Chief's or his designee's selection of who will be a Lead Firefighter will not be subject to the grievance procedure.

ARTICLE 15 - REPORTING TIME AND IRREGULAR ASSIGNMENTS

Section 1. **Report Guarantee** – Employees reporting for work at their regular starting time, unless previously notified not to report, may at the option of the proper supervisory authority be required to (a) stand by, (b) perform any service in their regular line of work, or (c) be released. If released, employees assigned to a five eight-hour day schedule will be paid four hours' pay at their pay rate or such premium rate as is applicable

for the day involved; employees assigned to a four ten-hour day schedule will be paid five hours' pay at their pay rate or such premium rate as is applicable for the day involved; employees assigned to a three twelve-hour day schedule will be paid six hours' pay at their pay rate or such premium rate as is applicable for the day involved. If an employee works more than four hours but less than eight hours on an eight-hour schedule, he will receive a minimum of eight hours' pay at his pay rate or such premium rate as is applicable for the day involved. If an employee works more than five hours but less than ten hours on a ten-hour schedule, he will receive a minimum of ten hours' pay at his pay rate or such premium rate as is applicable for the day involved. If an employee works more than six hours but less than twelve hours on a twelve-hour schedule, he will receive a minimum of twelve hours' pay at his pay rate or such premium rate as is applicable for the day involved. However, if an employee requests and is granted permission to leave the job or leaves per Voluntary Company Convenience prior to the completion of the shift, he will be paid only for the hours worked.

Section 2. Show Up Pay- In case of a work cancellation to the entire Job Bid Location, the Company will cancel work at least two (2) hours prior to the start of a shift by calling the affected employees. If the Company is successful in meeting this two (2) hour requirement, no one will be paid report pay should they arrive at work. In cases where the Company is unable to provide this two (2) hour notice, persons that show up for work will be paid a minimum of two (2) hours. That two (2) hours will be considered "show-up pay." If the Company retains the employee past the normal starting time, the Report Guarantee language would be in effect.

Section 3. **Act of God** – In case of an Act of God, the Company will cancel work at least two (2) hours prior to the start of a shift via area radio stations. If the Company is successful in meeting this two (2) hour requirement, no one will be paid report pay should they arrive at work. In cases where the Company is unable to provide this two (2) hour notice, persons that show up for work will be paid a minimum of two (2) hours. That two (2) hours will be considered "show-up pay."

Section 4. **Call-in Guarantee**

- A. Any employee reporting for work on "call-in," as that term is defined in Article 5, will receive a minimum of five hours' pay at 1 ½ times his pay rate. Pay for work performed after the five-

hour period stated above will be computed at the rate specified in this Agreement for the day and circumstance involved. In the event that the call-in period continues into the employee's regular shift, payment will be made at the rate of 1 1/2 times the employee's pay rate for the first five hours worked, straight time for the remainder of his regular shift, and 1 1/2 times his pay rate for all hours worked beyond his regular shift. Only those hours actually worked will be counted in determining overtime pay. Refusal to perform any work in his classification that may be assigned will forfeit all claim to payment of wages, except for such actual time the employee worked, and that time will be computed at the rate specified in this Agreement for the day involved.

- B. If an employee is given at least eight hours' notice to report for work at a given time, the "call-in" provision of Section 3. A will not apply. In such instance, the minimum pay provision of Section 1 of this Article will be applicable.
- C. A manager/supervisor must approve employees called in for mechanical purposes, except for emergencies.

Section **5**. **Emergency Work Assignments** - An employee will perform any assigned work not covered by his regular job classification under the following conditions:

- A. The provisions of the Company's Disaster Plan or IAAAP War Emergency Plan are in effect.
- B. The immediate services of an employee are needed and requested to render assistance in the event of any accident involving personal injury or property damage.
- C. Work assignments under this Section will not be made for periods longer than required to best serve the welfare of employees involved or until such time as the company is able to secure appropriate personnel to replace those performing the work temporarily.

ARTICLE 16 - PAYDAYS

Section 1. **Payment Schedule** – Wages will be paid bi-weekly (every other week), not later than five calendar days after the end of the payroll period in which the wages were earned. When a regular payday falls on a holiday or non-scheduled workday, wages will be paid on the preceding

workday. When the regular payday for employees is Friday, persons assigned to an evening shift will be paid on the preceding Thursday.

Section 2. **Termination Payment** - An employee whose services with the Company is terminated will be paid in full the next regular payday for the time worked. Pay for unused accrued vacation and unused sick or STD bank per the policy will be paid the following payday after the employee receives his final check for wages.

Section 3. **Notification of Business Representative** - Should a situation arise wherein the Company would be unable to comply with its intended practice, the proper Union Business Representative will be notified accordingly.

Section 4. **Retroactive Pay** - Should retroactive pay become due a former employee, the Company will forward the former employee's check by certified mail to the last known address as reflected on Company records. Should the letter be returned unclaimed, the Company will notify the appropriate Union Business Representative who will assist in attempting to locate the former employee. If, after 60 calendar days from the date of such notification, neither party has been able to effect delivery of monies due, the Company will be relieved of further efforts and liability for payment, subject to applicable Federal or State laws as are then in effect or may later become effective. This provision will not apply if the affected former employee is in the service of the Armed Forces of the United States of America.

Section 5. When the employee returns to work after being on a leave of absence where insurance premiums have gone unpaid for the employee, the Company will allow the employee to reimburse the Company for any unpaid premiums through future payroll deductions provided the employee requests a payment plan before the payment is withheld. In the event the employee does not make a request for a payment plan, the total amount will be taken from the employee's first payroll check. The reimbursement plan will allow the employee to receive the employee's first paycheck with normal insurance deductions. The paychecks following will deduct the normal insurance deductions as well as an equal amount for reimbursing the Company for the advanced insurance premiums. Should the employee terminate employment prior to reimbursing premiums that are due, the Company will be entitled to take

all remaining monies owed out of any remaining paycheck(s) and/or request that payment be made in full.

ARTICLE 17 - WORKER'S COMPENSATION AND SOCIAL SECURITY

Section 1. **Compliance with the Law** - The Company will comply with applicable Federal and State laws relative to worker's compensation, unemployment compensation, and social security.

ARTICLE 18 - VACATION AND SICK LEAVE POLICIES

Beginning January 1 of each year, each employee who has satisfactorily completed the probationary period will accrue vacation each week (a) during which the employee works at least one full scheduled workday, (b) during which the employee is on vacation, including holiday pay, bereavement pay, jury duty pay and annual two-week National Guard or Reserve Training, or (c) during which the employee is on temporary layoff of fourteen (14) calendar days or less, as follows:

- A. 1.538 hours for an employee with less than 9 years continuous employment at the Plant. Upon satisfactory completion of the probationary period, a new hire will have accrued hours from date of hire. *(Can accrue up to a maximum of 80 hours for 52 weeks)*
- B. 2.307 hours for an employee with 9 but less than 15 years of continuous employment at the Plant. *(Can accrue up to a maximum of 120 hours for 52 weeks)*
- C. 3.077 hours for an employee with 15 or more years of continuous employment at the Plant. *(Can accrue up to a maximum of 160 hours for 52 weeks)*

Section 2. If the employee's continuous employment reaches the next category during the calendar year, the employee's accrual for the entire year will be in accordance with such category.

Section 3. Vacation Bank

- A. It is recognized that an employee may within each calendar year have need to use vacation even though the employee has not yet accrued sufficient vacation for such need. To resolve this concern, each employee who has successfully completed the probationary period will, at the beginning of each calendar year beginning January 1, 2020, have a vacation bank credit in the amount of the total of such hours which the employee is expected to accrue in 52 weeks of credited service within the year.
- B. Upon completion of the probationary period, an employee will, in addition to accrued vacation which the employee will receive upon successful completion of the probationary period, be granted a vacation bank credit in an amount of the total of such hours which such employee will be expected to accrue during the remainder of the calendar year. A probationary employee will have no bank credit vacation and can use no vacation until the successful completion of the probationary period.
- C. The employee may draw on this bank only for personal vacation taken during the calendar year for which the bank credit is granted. Should the employee be separated from employment before the employee's accrual of vacation is sufficient to cover the hours borrowed from the employees unaccrued usage, the employee shall be required to make payment for such deficiency from the employee's last paycheck, if required by the Company.
- D. In the event an employee had not taken or donated all of his accrued PTO by June 30, 2014, such PTO hours were placed in a Special Company PTO Bank ("Special PTO Bank") which is kept in safe keeping by the Company until the employee terminates his employment with the Company. At such time, the employee will be paid the value of his Special PTO Bank. The Company reserves the right to pay the employee the value of his Special PTO Bank at any time prior to termination or extend the period of time to allow an employee to use his PTO hours in his Special PTO Bank.

E. Employees currently with twenty years of service or those employees upon reaching twenty years of service as of December 31, 2022, will be credited with twenty (20) hours of additional vacation eligibility as of January 1 of each respective year, under subsection 3A above, for each year of the agreement in which they have at least twenty(20) years of service.

Section 4. An employee may take vacation, including bank credited hours, at any time in increments of one-half ($\frac{1}{2}$) hour or more for any reason, provided the employee obtains prior approval for such vacation. An employee must make such request to his or her supervisor or designated alternate for approval no later than the day before in which the vacation is requested. In the event of a denial, the employee may also seek approval from the next level of management.

Section 5. Employees can use up to four (4) same day notification vacation days per year. An employee must notify his supervisor or designated alternate no less than one hour before the employee is to report to work. The line/department will establish and post the method of notification. If the employee does not give timely notification as required in this section, the employee will receive a letter of counsel prior to being subject to the disciplinary policy.

Section 6. An employee will be allowed to carry over to the following calendar year any unused vacation from the current calendar year up to 100% of current annual accrual plus 120 hours. An employee who reaches 100% of current annual accrual plus 120 hours will not accrue any further vacation hours, the provisions of Section 1 notwithstanding.

Section 7. Upon separation from employment by termination, resignation, or death, the employee or the employee's estate will be paid for all remaining accrued hours of vacation. This will not include any vacation except that which has been accrued and not used.

Section 8. An employee may, at the employee's discretion, donate accrued, but not bank credited, hours of vacation to the credit of another employee at the Plant in accordance with established donated time policy.

Section 9. Employees who qualify for a short term disability claim may reserve the last 40 hours of his/her vacation bank. The last 40 hours of an employee's vacation bank will be applied as currently done against approved FMLA unless the employee notifies the company prior to 12:00 pm (noon) on Monday before payroll is processed for the applicable work period that the employee's vacation bank is not to be reduced.

Section 10. A probationary employee may not use/take vacation/sick time until the successful completion of the probationary period unless granted at the discretion of the Company.

SICK LEAVE

Section 1. As of January 1, of each year, each employee who has satisfactorily completed their probationary period will be awarded 40 hours sick pay for each calendar year. For the year in which an employee completes his probationary period prior to January 1, the number of sick pay hours for the remainder of that year shall be based upon the quarter of the year in which the employee was hired. (If hired in May and the employee's probation is completed in July, the employee would receive 30 hours of sick pay leave.)

Section 2. APPLICATION FOR USE:

- A. An employee must take sick leave pay at any time in increments of one-half hour (1/2) to receive such leave pay. An employee must notify his or her supervisor or designated alternate just as soon as this reasonably can be done, but no later than one-half (1/2) hour before the time the employee is to report for work. The line/department will establish and post the method of notification. An employee will receive his sick pay, if available, if the employee does not give timely notification as required in this section, the employee will receive a letter of counsel prior to being subject to the disciplinary policy.
- B. For the purposes of this Article, when an employee misses work (except for Company Convenience or non-scheduled work days), the employee will be required to take any unused sick time or accrued vacation time.

Section 3. UNUSED ALLOCATED SICK PAY: Except for the limitation noted in Section 4, any unused designated sick pay as of December 31 of each respective year, will be rolled over into a special short term disability (STD) bank which can be used by the employee (a) during a STD waiting period and/or (b) added to the employee's STD pay while on STD which would allow an employee to receive up to 100% of the employee's regular forty (40) hours of compensation while on STD.

Section 4. LIMITATION TO ROLLOVER OF SICK LEAVE PAY: As noted herein above, an employee will be entitled to rollover any unused allocated sick leave pay into his/her STD bank. The STD bank, however, is limited to 120 hours and may not be increased over and above such amount.

Section 5. Upon separation from employment by termination, resignation, retirement or death, the employee or the employee's estate will be eligible to receive a maximum of 40 hours of the unused sick leave pay or prior sick leave hours in an employee's STD bank. In regard to payment of unused sick leave, payment is limited to 10 hours for each quarter worked. For example, if an employee works until June 20th and has already taken 20 hours sick leave, the employee would not be entitled to additional payment of unused sick leave since the employee only worked two quarters

ARTICLE 19 - BEREAVEMENT LEAVE

Section 1. **Application for Benefits** - Upon a properly supported application, an employee will be paid Bereavement Leave for eight hours when scheduled eight hours, Bereavement Leave will be paid ten hours when scheduled ten hours, and Bereavement Leave will be paid twelve hours when scheduled twelve hours for scheduled workdays lost, not to exceed three, for a member of his immediate family, and for reasonable travel time for lengthy distances before and/or after the funeral, notwithstanding the foregoing, the application of this benefit will in no case generate in any one workweek more than the number of hours in the Company's established workweek in effect for the employee involved during the time Bereavement Leave is taken. For the purpose of this Article, the term "immediate family" shall mean the employee's husband, wife, son, stepson, foster son, son-in-law, daughter, stepdaughter, foster daughter, daughter-in-law, father, stepfather, foster father, father-in-law, mother, stepmother, foster mother, mother-in-law, brother, half-brother,

stepbrother, brother-in-law, sister, half-sister, stepsister, sister-in-law, grandparent, grandparent-in-law, step-grandparent, domestic partner (as defined by the company), grandchild, and step-grandchild. No employee will receive bereavement pay and holiday pay for the same day.

Section 2. **Notification** - An employee shall notify his supervisor of the death of the member of his immediate family during his regular shift on the first day that he is absent.

Section 3. **Extended Travel** – In the event an employee is required to travel from the employee's home address per the HR record which is over 500 miles to a funeral, the employee will be entitled to an additional paid workday.

ARTICLE 20 - JURY LEAVE

Part 1

Applicable to All Units Except Professional Firefighter Unit

Section 1. In the event an employee is called to serve as a juror, the Company will pay the employee for his scheduled work hours lost due to examination, selection, subpoena as a witness, and/or actual service on a jury. Jury duty will be paid eight hours when scheduled eight hours, it will be paid ten hours when scheduled ten hours, and it will be paid twelve hours when scheduled twelve hours. Payments made by the Company to an employee under this provision shall not exceed the equivalent of eight (8) hours if scheduled eight (8) hours or ten (10) hours if scheduled ten (10) hours or forty (40) hours in one workweek when scheduled to work eight (8) or ten (10) hour shifts, nor shall it exceed the equivalent of twelve (12) hours if scheduled twelve (12) hours or thirty-six (36) hours in one workweek when scheduled to work twelve (12) hour shifts less the amount the employee is paid for his jury duties. No employee will receive Jury Pay and Holiday Pay for the same day.

Section 2. If an employee assigned to a day shift is released from jury service at or before half of their shift, he will be required to return to work and complete the remainder of his shift. If released after half of their shift, the employee will not be required to return to work and will be compensated for the eight, ten or twelve hour period as provided above.

Also, a day shift employee will not be required to report for duty at his regular starting time if the jury is convened at or prior to 10:00 a.m.

Section 3. The Company will continue the practice of accommodating night shift employees on a case-by-case basis. However, if an employee is required to be on jury duty for over 5 hours, they will not be required to report to work that night. If they are required to report to jury duty the next day they will be allowed to leave at the half-way point of their shift.

Part 2

Applicable to the Professional Firefighter Unit Only

Section 1. In the event a firefighter is called to serve as a juror, the Company will pay the employee for his scheduled work hours lost due to examination, selection, subpoena as a witness, and/or actual service on a jury. Payments made by the Company to an employee under this provision shall not exceed the equivalent of his scheduled work hours in one workday or 40 hours in one workweek, less the amount the employee is paid for his jury duties. No employee will receive Jury Pay and Holiday Pay for the same day.

Section 2. If an employee is scheduled for a 7:00 a.m. to 3:00 p.m. shift and is released from jury service at or before 12:00 noon, he will be required to return to work and complete the remainder of his shift. If released after 12:00 noon, the employee will not be required to return to work and will be compensated for the eight-hour period as provided above. Also, a 7:00 a.m. to 3:00 p.m. shift employee will not be required to report for duty at his regular starting time if the jury is convened at or prior to 10:00 a.m.

Section 3. If an employee scheduled for a shift other than 7:00 a.m. to 3:00 p.m. is released from jury service during scheduled working hours, he will be required to return to work and complete the remainder of his shift. An employee scheduled for a 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m. shift will report to work as scheduled regardless of attendance at jury service earlier that day.

ARTICLE 21 - HOLIDAY LEAVE

Section 1. **Designated Holidays** - The following are designated as holidays during the term of this Agreement:

New Year's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day before Christmas Day
Labor Day	Christmas Day

Section 2. **Floating Holidays** - The Company will each calendar year designate two holidays in addition to the eight holidays listed. These holidays will be referred to as "floating holidays." The Company may designate such "floating holidays" for specific dates within the calendar year, or the Company may designate one or both of such "floating holidays" as a personal holiday to be taken by the employee on the date of the employee's choosing provided the employee schedules such holiday with the employee's supervisor at least 30 calendar days in advance. Any Company designated "floating holidays" will be scheduled according to an employees' shift assignment, eight and ten hour shifts will be scheduled on Monday through Thursday and twelve hour shifts will be scheduled on Friday, Saturday or Sunday.

Section 3. **Days Observed as Holidays** - Holidays will be observed and treated accordingly under the provisions of this Agreement, on the officially designated calendar date, except as provided below:

- A. Holidays which fall on Saturday will be observed on the preceding Friday.
- B. Holidays which fall on Sunday will be observed on the following Monday.
- C. In the event two successive holidays fall on Sunday and Monday, the Sunday holiday will be observed on the preceding Friday.
- D. In the event two successive holidays fall on Friday and Saturday, the Saturday holiday will be observed on the following Monday.
- E. If the Company wishes to deviate from the current contract language for "Days Observed as Holidays" so as to better utilize the plant and to provide a better sequence of days off that is

mutually beneficial to both the Company and its employees, the Company will contact the Union. The Company and the Union will then discuss the proposed change and attempt to reach an agreement that is mutually acceptable. If an agreement cannot be reached, the current language of Article 21 Section 3 Items A – D will be applicable.

- F. This section shall not be applicable to any employees who work in the firefighters unit or any employee from Unit 1 or the Craft Unit who are assigned to work twelve hour shifts and those employees will observe the holidays on the actual days they fall unless mutually agreed by the parties.

Section 4. **Eligibility** - To be eligible for pay for a holiday not worked, an employee must meet one of the following conditions:

- A. Have worked the scheduled day before and after or the holiday, if scheduled to work the holiday.
- B. Be on layoff.
- C. Have been terminated from employment without prejudice during the workweek in which the holiday falls; or, in case of a holiday which falls on Sunday and is observed on the Monday following, have been terminated during the previous workweek.
- D. Be on approved sick leave provided that no employee will receive benefits under the sick leave provisions of this Agreement and holiday pay for the same day.
- E. Be on approved vacation under the provisions of Article 18; provided that no employee will receive benefits under vacation provisions of this Agreement and holiday pay for the same day.
- F. Absent on account of occupational illness or injury provided that no employee will receive benefits under the provisions of Article 17 (Worker's Compensation and Social Security) of this Agreement and holiday pay for the same day.
- G. Serving on a jury.

Section 5. **Holiday Pay** - For employees assigned to a five eight-hour day schedule, holidays will be paid eight hours. For employees assigned to a four ten-hour day schedule, holidays will be paid ten hours.

For employees assigned to a three twelve-hour day schedule, holidays will be paid twelve hours. Hours observed outside of the four ten-hour days, or three twelve-hour days, will be paid eight hours. Employees who qualify under the provisions of Section 4 of this Article will be paid their hours assigned at their pay rate, exclusive of shift premium for each of the designated holidays not worked.

Section 6. Exclusions

- A. Employees who are scheduled to work on a holiday or day recognized as a holiday and are absent from work on that day for any reason other than those set forth in Section 4 above, unless the absence is authorized by the employee's appropriate supervisor, will not receive holiday pay for that day. Employees who are on a disciplinary suspension will not be entitled to pay for a holiday occurring during such period of suspension.
- B. Pay for holiday not worked will not be granted to an employee who voluntarily terminates or is discharged for cause, prior to a holiday which occurs during the workweek in which the employee terminated.

ARTICLE 22 - FMLA

Section 1. Except for the 40 hour vacation bank withholding allowance set forth in Article 18 Section 8, employees covered under FMLA, will be required to use paid leave simultaneously with any part of the 12-week period of leave. Employer-provided insurance (health, dental, and life) will continue for employees during the leave period on the same basis as if they were actively employed.

Section 2. **Intermittent Leave/Reduced** - Employees on intermittent leave or leave on a reduced leave schedule may be transferred temporarily to an available alternative position for which the employee is qualified and that better accommodates recurring leave periods than the employee's regular position. The alternate position must have equivalent pay and benefits.

ARTICLE 23 - LEAVE OF ABSENCE

Section 1. **Military Leave** - Employees will be eligible for military leave pursuant to the Company's military leave policy as set forth in the Company's employee policies at mydayzim.com (military leave – Section 1414). However, in as much as the Company's military leave policy either equals or exceeds federal law, the Company retains the absolute discretion to delete or modify any of the provisions which exceed federal law. The Union will be notified of any changes. Any employee having a question concerning the military leave policy should see the HR Manager.

Section 2. An employee who has unused accrued vacation and/or sick leave hours (excluding STD Bank as set forth in Article 18 Section 8), must use such before any consideration will be given for unpaid leave except under Section 1 above. Except for Family and Medical Leave and leave because of extended temporary disability, unpaid leave will be granted only for urgent personal reasons and after approval in accordance with Human Resources Practices. Ordinarily, such leave will not be for more than one (1) week, but such leave may be extended to as much as 30 calendar days for good cause.

ARTICLE 24 - GROUP LIFE, HOSPITALIZATION, MEDICAL AND SURGICAL BENEFITS

- A. All Benefits (Group Life, Hospitalization, Medical and Surgical Benefits) and premium rates as of January 1, 2019 shall remain in effect through December 31, 2019
- B. Effective January 1, 2020

Section 1. Each employee may participate in the group, life, hospitalization, medical and surgical, vision, dental, and parental plan made available by the Company. The details of each plan and premiums to be paid by the employee are set forth by the Company and/or in the plan booklets provided to each employee during open enrollment or when an employee begins his employment with the Company. Employees may participate in the insurance programs under the following terms:

A. Medical Plan Premium Contributions

<u>Medical Plan</u>	<u>Tier</u>	<u>2019 Rates Semi-Monthly</u>	<u>2020 Rates Semi-Monthly</u>	<u>2021 & 2022</u>
<u>Bronze Choice Care</u>	<u>EE</u>	<u>\$35.23</u>	<u>\$28.60</u>	<u>TBD*</u>
	<u>EE+1</u>	<u>\$73.63</u>	<u>\$60.65</u>	
	<u>Family</u>	<u>\$101.82</u>	<u>\$81.90</u>	
<u>Bronze Plus Choice Care</u>	<u>EE</u>	<u>\$49.62</u>	<u>\$49.20</u>	<u>TBD*</u>
	<u>EE+1</u>	<u>\$103.70</u>	<u>\$103.70</u>	
	<u>Family</u>	<u>\$143.40</u>	<u>\$141.40</u>	
<u>Silver PPO</u>	<u>EE</u>	<u>\$102.50</u>	<u>\$95.66</u>	<u>TBD*</u>
	<u>EE+1</u>	<u>\$214.22</u>	<u>\$200.45</u>	
	<u>Family</u>	<u>\$296.22</u>	<u>\$259.67</u>	
<u>Gold PPO</u>	<u>EE</u>	<u>\$111.70</u>	<u>\$123.53</u>	<u>TBD*</u>
	<u>EE+1</u>	<u>\$233.45</u>	<u>\$257.99</u>	
	<u>Family</u>	<u>\$322.80</u>	<u>\$342.35</u>	

Note: The Day & Zimmermann Corporate insurance rates at the lowest salary tier, currently \$75,000, will be used for the rates for all bargaining unit employees. These rates are based off the recommendations of Trion.

The medical plan premium contributions to be made by an employee is noted above. **No employee will be required to pay more than the amount set forth in the below chart** for the plan in the year in which this limitation is applicable. Example: Assume the Bronze Plus family plan premium for AO employees is increased by the Company to a rate of \$160 in 2021. The chart sets the limitation for Bronze Plus family at \$152.71. The employee would pay \$152.71 and not the \$160 set by Trion for the Company.

NOT GREATER THAN

<u>Semi-Monthly Limitation Premium Chart</u>			
<u>Medical Plan</u>	<u>Tier</u>	<u>2021</u>	<u>2022</u>
<u>Bronze Choice Care</u>	<u>EE</u>	<u>\$30.89</u>	<u>\$33.36</u>
	<u>EE+1</u>	<u>\$65.50</u>	<u>\$70.74</u>
	<u>Family</u>	<u>\$88.45</u>	<u>\$95.53</u>
<u>Bronze Plus Choice Care</u>	<u>EE</u>	<u>\$53.14</u>	<u>\$57.39</u>
	<u>EE+1</u>	<u>\$112.00</u>	<u>\$120.96</u>
	<u>Family</u>	<u>\$152.71</u>	<u>\$164.93</u>

<u>Silver PPO</u>	<u>EE</u>	<u>\$103.31</u>	<u>\$111.58</u>
	<u>EE+1</u>	<u>\$216.49</u>	<u>\$233.80</u>
	<u>Family</u>	<u>\$280.44</u>	<u>\$302.88</u>
<u>Gold PPO</u>	<u>EE</u>	<u>\$133.41</u>	<u>\$144.09</u>
	<u>EE+1</u>	<u>\$278.63</u>	<u>\$300.92</u>
	<u>Family</u>	<u>\$369.74</u>	<u>\$399.32</u>

B. Dental Plan Premium Contributions

(Calculation Formula: Multiply monthly premium as determined by the Company by the percentage. Divide the total by 2 to determine the amount paid by the employee twice each month.)

-	<u>2020 Percentage</u>	<u>2021 Percentage</u>	<u>2022 Percentage</u>
<u>Employee Only</u>	<u>50%</u>	<u>55%</u>	<u>60%</u>
<u>Employee +1</u>	<u>50%</u>	<u>55%</u>	<u>60%</u>
<u>Employee + Family</u>	<u>50%</u>	<u>55%</u>	<u>60%</u>

C. Vision Plan Premium Contributions

Employees will continue to pay the full monthly premium cost for Vision Care.

D. If the employee's spouse/domestic partner has insurance coverage available through another employer, and the employee chooses to cover him/her under the Company's medical plan, the employee will pay an additional \$35 per month on top of the premiums shown in the chart above.

E. If the employee or the employee's spouse/domestic partner smoke or use tobacco products, the employee will pay an additional \$35 per month per person on top of the premiums shown in the chart above. This fee can be waived for a maximum one year period of time, until the next benefits year, if employee or spouse/domestic partner follows all applicable guidelines as set out in the Company's tobacco cessation program and certifies that they have quit smoking.

Section 2. The Company will, at its cost, provide each employee with short-term disability insurance coverage for a period not to exceed 90 days. Long-term disability insurance coverage will also be available to employees on a voluntary basis on a cost-sharing basis. The Company will pay 50% of the premium and the employee will pay 50% of the

premium for Long-term disability. At all times, the plan documents shall control the terms and conditions of the plan benefits and shall supersede this Agreement in the event any conflicts exist.

Section 3. The Company will, at its cost, provide each employee with basic life and accidental death and dismemberment insurance. Optional additional life insurance on each employee and the employee's spouse will also be made available to each employee. Such insurance benefits will be set forth in a plan booklet for employees. At all times, the plan documents shall control the terms and conditions of the plan benefits and shall supersede this Agreement in the event any conflicts exist.

Section 4. The insurance carrier for the plans may be changed by the Company during the term of this Agreement.

Section 5. Additional benefits may be made available to the employees during the term of this Agreement; and, all benefits may be subsequently changed, modified or eliminated altogether at the discretion of the Company after giving notice to the union of such changes and giving the union an opportunity to discuss such changes.

ARTICLE 25 - PENSION/401(k)

Section 1. Freezing of Retirement Plan As to Participation and New Accruals. The Retirement Plan for Bargaining Employees at IAAP (As Amended and Restated Effective January 1, 2013), as amended (sometimes referred to in this Article as the "Plan") will be amended, consistent with any applicable requirements of the Employee Income Security Act of 1974, as amended ("ERISA"), and as more particularly described below, so as to cease all new participation in the Plan and to cease all new accrual of, and all other increases in, benefits in the Plan effective as of the date that is 45 days after ratification of this Agreement or as of such later date as the Company shall establish by written notice to the Union (such date being referred to, in either event, as the "Freeze Date"). This amendment of the Plan as of the Freeze Date is sometimes referred in this Agreement as the "freezing of the Plan." The effect of the freezing of the Plan will result, without limitation, in the following:

- (a) Subject to the other terms of the Plan, as it is amended for the freezing of the Plan, any Participant under the Plan on the Freeze Date will be eligible to continue participation after the Freeze Date

and will continue to accrue Service or “continuous service” solely for vesting purposes (i.e. determining Years of Vesting Service) as per the terms of the Plan.

- (b) No Participant will accrue after the Freeze Date any additional Accrued Benefit or any additional full or partial Years of Credited Service or other additional or increased benefits (including pre-retirement death benefits) attributable to any service (including, without limitation, “Service,” as defined under the Plan) and/or age or other status that would otherwise arise or accrue after the Freeze Date, and no “applicable benefit rate,” “benefit credit rate” or “benefit rate” under the Plan (including, without limitation, any such rate set forth in any Appendix to the Plan) will be recognized for any period of service or reemployment after the Freeze Date regardless of the bargaining unit or other group of employees, if any, to which any such rate may be assigned under or pursuant to the Plan. The statutory dollar maximum limitation on benefits and compensation imposed by Code Sections 415 and 401(a)(17) under the Plan shall be governed solely by such dollar limitations as in effect on the Freeze Date, and they shall not be adjusted for any reason thereafter.
- (c) All prior freezing of benefits, cessations and/or voluntary waivers of participation, in the Plan for any or all categories of Participants will remain in effect. If a Participant rejoins the Plan following a reemployment occurring after the Freeze Date, the Participant will participate in the Plan, but only under the terms of the Plan as it is amended including the freezing of the Plan that is effective as of the Freeze Date.

All capitalized terms in this Paragraph 25 will have the meaning given to them in the Plan unless the context requires otherwise.

Section 2. The Company will continue to provide a 401(k) Plan with the Company match as set forth in the plan for all active employees and as amended effective January 1, 2017. Details of the plan are available in the plan booklet.

ARTICLE 26 - EQUAL OPPORTUNITY

Section 1. **Employment Practices** - The Company and the Union agree that no person employed or seeking employment shall be discriminated against by reason of race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Section 2. **Age Provisions** - No person employed or seeking employment shall be discriminated against by reason of age, except on the basis of a Bona Fide Occupational Qualification, retirement plan, or statutory requirement.

Section 3. **Compliance with Laws and Regulations** - The parties agree to comply with all applicable Federal laws and executive orders pertaining to nondiscrimination and equal opportunity in employment, including all orders issued by the Office of Federal Contract Compliance and any orders which are applicable to Government contract operations conducted by the Company at the Iowa Army Ammunition Plant.

Section 4. **Affirmative Action Plan** - The parties recognize the requirement that the Company, as a Federal government contractor, adopt an affirmative action plan which includes goals, objectives, and timetables for the recruitment, employment, training, and upgrading of minority employees, female employees, handicapped employees, disabled veterans, and veterans of the Vietnam Era employees. The contracting Union(s) agree to support the Company's Affirmative Action Plan and will assist in the achievement of established goals and objectives within the bargaining unit(s) covered by this Agreement. The contracting Union(s) will be advised of applicable goals, objectives, and timetables.

Section 5. **Americans with Disabilities Act (ADA)** - The Union and the Company will comply with the provisions of the Americans with Disabilities Act.

Section 6. **Special Provision** – The provisions of this Article will not operate to invalidate any other term or condition of this Agreement.

Section 7. **Posting of Policy Statements** - Copies of the Company's nondiscrimination policy shall be posted by the Company in conspicuous places available to employees and applicants for employment.

ARTICLE 27 - APPRENTICESHIP PROGRAM

The Company may conduct an apprenticeship program which, if installed, will be consistent with the standards set by the United States Department of Labor, Bureau of Apprenticeship. The initial establishment and continuance of an apprenticeship program will be at the Company's discretion.

Applicable to Professional Firefighters Unit only

The Company and the Union both recognize the need to follow the requirements set forth by the Company's contract (Contract Number W52P1J-09-E-0001 or the most recent) with the government. The Company agrees to reimburse up to \$100 per year, per employee for work-out attire consisting of up to two (2) sweatpants, two (2) sweatshirts, and one (1) pair of shoes to be used for all physical fitness programs. The company will pay the cost for Pro-Board/IFSAC certification through the State of Iowa. When approved by the Company, the Company will follow the most recent AP&P travel policy to reimburse employees for travel expenses occurred while conducting Company required training.

ARTICLE 28 - MEDICAL EXAMINATIONS

Section 1. **Post-Employment Offer of Employment Examinations** - A satisfactory medical examination, according to the Standards set by the Company, shall be a condition of employment, with the cost of such examination borne by the Company. No compensation will be made to the potential employee for time consumed in undergoing an examination under this section.

Section 2. **Periodic Examinations** - The Company will provide, at its expense, a licensed qualified designated medical advisor who will examine employees at intervals during the term of their employment. Employees will submit to the examination as a condition of continuance of employment. Employees have the option of not having a breast examination as part of such periodic physical examination.

Section 3. **Termination Examination** - Employees will submit to physical examinations, including chest X-rays, at the Company's expense, immediately prior to termination of employment when required by the Company. Further, the Company agrees that an employee may request and receive an exit physical examination, including X-rays, if appropriate and necessary, at the Company's expense and be given a copy of the Company's physical classification rating as a result of such examination.

Section 4. **Work-Related Examination** - If an examination reveals an employee has sustained an injury or disease that is related to his work, the Company will provide remedies required by law.

A. If an examination reveals an employee has developed susceptibility to injurious effects from material with which he works, the employee will immediately be removed from the job involving exposure to the materials for a period as determined by the Medical Director. If such a job is available in the Unit, the employee will be assigned a job involving no exposure to similar materials. Such assignment, if made, will be subject to the seniority provisions of this Agreement and subject to the condition that the rate established for that job will be applicable during the prescribed period. Should another physical examination reveal continued susceptibility to injurious effects from exposure to those materials, the employee will be removed permanently from the job requiring such exposure and given an appropriate physical classification rating. The affected employee will replace another similar employee having less seniority in the same job classification. If there are no other such employees in the same job classification with less seniority, the Company will endeavor to assign the affected employee to other work in another job classification in the same seniority group not involving exposure.

Section 5. **Contested Examination** - In addition to the specific provisions of Section 4 above, the Company's Medical Director shall in other cases determine whether or not an employee is physically able to perform the duties of an assigned job. However, any employee may, if in his opinion an injustice has been done him arising out of an examination performed by a Company physician, or a determination by the Medical Director, have himself re-examined at his expense by another physician of his choice, who after being properly informed as to the exact nature of

the duties to be performed by the employee, will render a written statement as to the employee's ability to perform the assigned jobs. If no agreement can be reached between the Company's physician and the employee's physician, the question will be referred to a third physician, mutually satisfactory to the Company and the employee, who, after being properly informed as to the exact nature of the work involved and the physical condition of the employee, including a further physical examination of the employee by himself or specialist(s) selected by him, will decide the medical questions involved. Expenses incurred in connection with the services of the third physician, including fees, travel, and all other associated costs, will be shared equally by the Company and the employee. If, after settlement of all medical questions by the above procedure, the parties cannot agree as to other aspects of the case, the employee may resort to the grievance procedure, including arbitration, as provided in Article 30 of this Agreement, for final disposition.

ARTICLE 29 - SENIORITY

Section 1. **Purpose** - The purpose of seniority is to provide an objective and mutually agreeable standard by which certain interactions between employer and employee may be governed. Seniority provides management with a useful vehicle to objectively determine which employee has priority over other members of his seniority group when circumstances as discussed herein require his selection. Through seniority each employee has a vested right accruing as a result of his tenure within the seniority group which may be exercised to his benefit as the occasion arises.

Section 2. **Procedures** - Seniority will be calculated as the length of continuous service with the Company in a designated seniority group. Seniority shows the relationship of one employee to all others in the same seniority group with respect to the application of the provisions of this Article. The employee in the seniority group who has the longest cumulative period of service in that seniority group, no part of which has been forfeited under any terms of this Agreement or any prior Agreement, shall have the highest seniority in that seniority group.

Section 3. **Seniority Accrual and Records**

A. **Seniority Within a Group** - During the first 90 calendar days that an employee is employed in a seniority group, such

employee shall have no seniority or seniority rights in that group. Upon completion of this period, seniority will then have accrued from the first day the individual was employed in that job classification. After an employee has performed such work as has been assigned to him for as long as first 90 calendar days, he will be considered as having the ability to perform the work of the job classification he holds. However, such a determination is not considered irrevocable; and continued employment is dependent upon continued satisfactory job performance. Any contention by the Company that an employee's service is unsatisfactory may, at the employee's option, be reviewed through the established grievance procedure, except that which is determined during his first 90 calendar days in a given seniority group. Intermittent periods of employment which are separated by a termination from the Company for any reason, except as otherwise specifically provided in this Agreement, shall not entitle an employee to accrue time toward the qualifying period of calendar days referred to in this Section.

- B. **Seniority Groups** - An employee will be credited with seniority in the seniority group within which the particular job classification falls. The seniority group within which an individual's seniority is maintained is based on job classifications requiring related skills. The composition of such seniority units is as follows:
1. All Production Operator
 2. Inspector
 3. Change house-Laundry Operator
 4. Crafts
 5. Firefighter
- C. **Seniority Lists** - Seniority lists covering present employees who have been in the Company's employ 90 calendar days or longer, will be provided by the Company, posted on the bulletin boards, and copies furnished to the Union. Revised lists will be prepared at intervals of six months. It will be the responsibility of the employee, directly or through the appropriate union representative, to protest his status with respect to any seniority list posted by the Company. However, a protest shall have no validity whatsoever if made after an

employee has been terminated from the Company's payroll records unless the protest is made within the time limitations specified in Article 30 of this Agreement.

D. **Termination of Seniority** - Any of the following causes will terminate the seniority of an employee or former employee:

1. Voluntary quitting.
2. Retirement under the Pension Agreement.
3. Discharge for just cause.
4. Failure to accept re-employment in accordance with the recall provisions of this Agreement, or the "Seniority Procedures", unless working for the Company in another job at this Plant.
5. Award of compensation for permanent total disability on account of occupational injury or illness.
6. Failure to resume active work or accept recall with the Company within two weeks after being released from a physician's care in case of disability on account of occupational or non-occupational injury or illness.
7. Failure to report to work for three (3) consecutive workdays without an explanation satisfactory to the Company. This limitation will not apply if an employee is honoring a legal picket line of a union that represents a bargaining unit of employees at this Plant.
8. Expiration of 30 months since date of reduction-in-force.
9. If, after promotion or transfer to a new job assignment outside the Unit and/or seniority group under the provision of Section 1E below, an employee, after completing the established probationary period, voluntarily leaves the new assignment or is involuntarily removed as a result of an action initiated by the Company, such seniority as has been accrued in the new Unit and/or seniority group will be forfeited.
10. Being on a leave of absence, STD or LTD for six (6) months. The Company may remove an employee from the active payroll (termination) after six months absence for medical reasons; subject to reinstatement as set out hereinbelow:

An employee on extended medical absence will continue to accrue seniority for 30 months following the last day of active work.

An employee separated from the active payroll must apply for reinstatement within two weeks after being released to return to work; otherwise the employee waives reinstatement rights. The employee must, within that period, present a physician's release to work certification to the Company. The physician's certification must set out any limitations or accommodations requested. The employee must be released to perform the full duties of the job or, if the employee meets the definition of an ADA "person with a disability," the employee must be able to perform the essential elements of the job, with a reasonable accommodation if necessary. An employee requesting an ADA accommodation has the obligation of making that request known, in writing, to the Company.

The employee may, at the Company's option, be required to pass a drug test and a physical examination by a Company selected physician.

The employee will be restored to the active payroll recognizing his or her seniority in accordance with established practice.

The employee must successfully complete updating and recurrency training and demonstrate his or her ability to perform the full duties of the job or, alternatively, be approved for an ADA reasonable accommodation.

An employee reinstated under this agreement who, within six months after return to work, again becomes medically unable to work due the same condition, will continue where they left off in the previously established 30 month seniority accrual period that began the last day of active work.

A restored employee will be awarded vacation and sick pay in accordance with Article 18 of the contract. The amount of vacation and sick leave will be pro rated for the year, based on the return to work date. The vacation and sick leave calculation will recognize up to 30

months seniority accrual after the last day of active work.

Seniority and reinstatement rights terminate upon an award of social security benefits or a statement from the employee's physician that the employee is permanently unable to work.

This settlement is retroactive to January 1, 2000, and will be applied to all long term medical disability cases arising since that date. This settlement shall have no applicability or precedent in any case other than medical disability.

- E. **Assignment Outside Seniority Group** - Any employee accepting an assignment outside the Unit or seniority group but remaining in a job classification represented by the Union at this Plant, shall retain that seniority he has accumulated and continue to accrue seniority in the Unit and shall assume whatever job his seniority entitles him should he later return to the Unit and/or seniority group. However, in the event an employee working in a job covered by this Agreement is promoted to a supervisory position with the Company, he will retain and continue to accrue seniority in his seniority group(s) up to six months. Any employee accepting an assignment outside the jurisdiction of the union shall retain that seniority he has accumulated and shall assume whatever job that seniority entitles him should he later return to the Unit and/or seniority group.
- F. **Forfeiture of Seniority Upon Accepting an Assignment Outside the Bargaining Unit** - If an employee accepts an assignment outside the bargaining unit and completes the stated probationary period in the new assignment and thereafter voluntarily returns or is involuntarily returned by the Company to his/her former unit and seniority group, such employee will forfeit the seniority he/she attained in the most recent job classification.

Section 4. **Uses of Seniority**

A. **Layoff**

1. If a layoff is projected to not last more than seven (7) calendar days, those employees whose work is reduced or stopped will be placed on temporary layoff. Employees working in the affected building operation will be polled. The senior employees will be awarded the layoff. If there is an insufficient number of volunteers, the affected line will be polled. Seniority will prevail. Should there be insufficient volunteers after polling the affected line the least senior employee on the affected line will be required to take the layoff. All such moves are contingent on the remaining employees possessing sufficient ability to perform the essential functions of the remaining jobs.
2. If a layoff extends, or is expected to be in effect beyond seven (7) days, but less than thirty (30) consecutive calendar days, employees working on the affected line/shift will be polled. The senior employees will be awarded the layoff. If there is an insufficient number of volunteers, the least senior employee(s) on the affected line/shift will be required to take the layoff, provided the remaining employees possess sufficient ability to perform the essential functions of the remaining jobs. But such employee must return to work in the event of a recall or forfeit seniority.
3. If a layoff is projected to last more than 30 days total the Company may, at it's discretion, poll and allow the more senior employee(s) to accept layoff or force the least senior employee(s) to take the layoff provided the remaining employees possess sufficient ability to perform the essential functions of the remaining jobs. Such employees must return to work in the event of a recall or forfeit seniority.
 - a. If the need for a reduction in the workforce continues beyond the originally anticipated or agreed-upon period of time, employees on layoff will be re-polled.
 - b. When the employee returns to work, the employee will return to the shift from which the employee left,

if seniority allows. If the shift is not in operation, the employee will return to an available opening.

- c. It is the responsibility of an absent employee to notify the production line by noon the day before the last regular working day prior to the layoff if they are interested in volunteering.
4. An employee will have the option to use or not use vacation/sick leave while on layoff.
5. Seniority benefits and vacation/sick leave shall continue during this time period.
6. When a layoff is projected to last beyond 21 calendar days, a Chief Union Steward will be notified as soon as possible. The company will distribute to all Chief Union Stewards a listing of names of the individuals being placed on layoff through the plant mail.
7. **Address/Phone Number Responsibility**
It will be the employee's responsibility to maintain current address/telephone listing where the employee can be reached. When a change in this information occurs, an employee must complete Form PER-48, "Employee Name and Address and Emergency Information Changes". Such forms can be obtained from and turned in to the employee's supervisor. The Company will not be responsible to the employee in any way for telephone calls which are not completed, or messages left with a third party and communicated to the employee in error or not at all.

B. Reduction-In-Force

1. Seniority shall be the determining factor in a reduction-in-force. The affected personnel will be reduced from the bottom of the master seniority list of the appropriate seniority group.
2. When a reduction in force is made, a Chief Union Steward will be notified as soon as possible. The company will distribute to all Chief Union Stewards a listing of names of the individuals being reduced in force through the plant mail
3. For a period of time not to exceed two weeks following a reduction in force, the Company may retain certified

employees outside of seniority for the purpose of training their replacements.

C. Recall –

1. When the work force is to be increased, the company shall offer employment to former employees in accordance with the following procedure. An employee who is away from work on a leave of absence, and in accordance with the seniority provisions of this agreement is terminated due to a reduction-in-force during the period of absence, will be subject to these provisions should the employee be recalled to work prior to the expiration of the leave of absence.
2. An employee who established seniority in a seniority group identified in Article 29, Section 3B, and is subsequently terminated as a reduction-in-force, shall be eligible for recall to employment in his/her seniority group(s) provided that the employee's seniority has not been terminated under the provisions of Article 29, Section 3D.
3. Recall will be by telephone. If this is unsuccessful, a certified letter, return receipt requested, will be mailed to the employee's address which the employee has furnished to the company. A period of three (3) calendar days from the date of receipt of such written notice will be allowed for the laid off employee to reply to the Company and indicate whether or not the employee will accept employment. If the offer of employment is refused, the employee's seniority will be terminated.
4. If the offer of employment is accepted, the individual shall report to work on the date specified by the Company or within ten (10) calendar days from the date the recall notice is mailed, unless otherwise mutually agreed between the Company and former employee. The Company may take such interim measures as are necessary to supply the needed personnel while in no case interfering with any individual's recall rights under this Article. If the individual fails to report for work within the time limits specified above, the employee's seniority will be terminated.

5. If a former employee is ill (including pregnancy) or injured at the time of recall to the degree that the individual is unable to accept employment, and such condition is supported by a written statement from a physician or an appropriate licensed practitioner, the employee will not forfeit recall rights but will be continued in an eligible status for the remainder of the period set forth in Article 29, Section 3D. An individual affected by this provision may return to work at any time prior to the expiration of the aforementioned period, provided the employee obtains permission of the Company's medical director, furnishes at least ten (10) days' notice to the Company, and has sufficient seniority to displace a junior employee.
6. Where the duration of work assigned is determined by the Company to require an employee(s) for 14 calendar days or less, the Company will not be required to invoke the recall procedure to accomplish such work.
7. In the event an employee has retention rights in more than one seniority group in a bargaining unit represented by the Machinists union, and while in a reduction-in-force status, the employee is recalled to more than one job simultaneously, the employee will have the option to select whichever assignment he/she prefers and retain recall rights to the non-selected assignment for the duration of the recall period associated with that job.
8. **Address/Phone Number Responsibility**
It will be the employee's responsibility to maintain current address/telephone listing where the employee can be reached. When a change in this information occurs, an employee must complete Form PER-48, "Employee Name and Address and Emergency Information Changes". Such forms can be obtained from and turned in to the employee's supervisor. The Company will not be responsible to the employee in any way for telephone calls which are not completed, or messages left with a third party and communicated to the employee in error or not at all.
9. The Company will distribute to the Chief Steward(s) of the seniority group affected a listing of names of the individuals being recalled through the plant mail.

D. Certification

1. When the duties of a job assignment require employees who have been specially trained/certified for that work, work assignments and overtime will be distributed to those employees with training/certification at the time the work begins.
2. There will be a wish list for certified jobs maintained in the Company's database. Each line will post next to the time clocks a Notice of Certified Jobs indicating the various certified jobs that are in the Company's database for that Job Bid Location. This list will be updated as changes occur. When an employee desires one or more of the certified jobs, that employee must contact the Supervisor or line office and request his name be added to the Certified Job Wish List. Except for inspectors, when there is a shortage or a need to add to a certified job the Company will first draw on those on the wish list by seniority. At no time shall an employee be assigned duties which he has neither the knowledge nor skill to accomplish or which would compromise his personal safety or the safety of others.
3. In the event that a person is not selected from the wish list the employee and a Chief Steward will be notified as to the Company reason for not selecting the employee.
4. For a period of time not to exceed two weeks following a personnel move, the Company may retain certified employees for the purpose of training their replacements by polling by seniority. If there are no volunteers then force the least senior certified employee. The retained operators will receive lead pay for training purposes.

E. Bidding

1. Bids – Employees off on Long Term Disability will complete a bid sheet that will be retained by Human Resources. They will be required to complete their bid cards with all job bid locations. When they are released by the AO Clinic their bid card will be reviewed to determine where they will be assigned. They will be assigned to their highest bid choice that has an opening.
2. Notice of Vacancies, Start Up Crew, and Special Projects – Employees off on Medical without a medical

release from the AO Clinic will not be allowed to sign for these postings.

Section 5. **All Production Operators and Inspectors**

A. **Work Location and Shift Assignments, and Excess**

1. Employees will be permitted to bid for shift and job bid location by seniority twice a year. The first bid period will occur from July 1 to September 1 each year. The second bid period will occur from January 1 to March 1 each year. Job bid location and shift starting and ending times will be posted for each such semi-annual bid.
2. Personnel movements from building to building in between such bids within the line will be made at the Company's discretion as long as the shift remains days or nights. The Company may also move employees from one line to another line, referred to as excessed, by seeking volunteers by seniority or by borrowing the least senior employees from that line provided the shift remains days or nights. In the event personnel movements are required which involve moving an employee from days to nights or vice versa, the Company will poll the affected line and seniority will prevail pursuant to Section 4D(1) both as to who volunteers and then who may be assigned the work. In the event circumstances require a specific skill, the Company will confer with a Chief Union Steward to determine the assignment of a person(s) to a different line as long as the shift remains days or nights.
3. In the event an employee is moved, by excess, during the first 30 days of the move, the employee must return to their original assignment (line and or shift). This return to the original assignment is contingent upon there being an opening and pursuant to Section 4D(1). Before the 30 days is complete, if there are no openings at their original excess location, all those employees must receive a letter stating they are still assigned to their original bid and not considered part of their current location. A copy of the letter will be provided to the union. Should all these employees not receive a letter then on the 30th day they would then be considered part of their current location

until the next bid. Excess personnel movement between these 30 day “excess bids” will be handled according to Section 5.A.2 of this Article, with the excess employees being the first ones considered to move to another line.

4. Operators with Work Restrictions and Bidding: Operators with known or anticipated work restrictions that prevent them from performing a majority of the duties required for a specific job classification will not be allowed to bid into that job classification until all other openings have been bid.

An employee who finds him/herself, once the bid is exercised based on seniority, in a job classification that he/she is unable to perform due to restrictions, will be switched with the lowest senior employee, without a restriction for said job, in a classification that the restricted employee can perform on the same line and shift. Should the restriction be lifted at any time prior to the next bid move, the affected employees will be switched back to their original bid job classification.

If there are no available operators on the same line and shift to make the switch, Step 2 will be to switch with the lowest senior operator, without a restriction for said job, plant wide on the same shift. If there are no available operators on the shift to make the switch, Step 3 will be to switch with the lowest senior operator, without a restriction for said job, plant wide on any shift. If there are no available operators plant wide on any shift to make the switch, then the Company will notify the Union and discuss any other possible options.

It will be the employee's responsibility to properly and timely notify the employer once restrictions are lifted and the employee is capable of performing their bid job classification.

5. (IMX Melt Operators) An employee who does not pass the Company's IMX job requirement test, will not be eligible to be placed or remain in the position. The employee will switch with the highest senior employee on

a wish list to be created by the Company and has passed the IMX job requirement test. In the event there are no employees on the wish list to be assigned and eligible for performing the IMX work, the employee leaving IMX will switch with the lowest senior plant wide operator capable of performing this job on the same shift.

B. Start Up Crew

The Company can elect the use of a start up crew in the event of a special project, restart of a production item, or start up of a new item. The Company may choose up to ten (10) employees (excluding probationary employees), regardless of seniority, each of who has right of refusal. The start up crew will be required to accept the necessary transfer of line and or shift change and after four (4) weeks may remain on that assignment or return to their original assignment. In the event employees elect to remain on the start up crew assignment, the balance of jobs necessary for the start up operation will be posted plantwide.

C. Notice of Vacancies – Whenever any of the following situations occur, a one time Notice of Vacancies will be posted plant wide for a 48-hour period during the normal work week or Thursday through Monday in the event there is a 12-hour shift:

1. Starting production of a new item.
2. Restart of a previous production item.
3. Increased work on an existing item.
4. Prior to New Hire assignments.

The Notice of Vacancies will reflect the job classification, line, shift, estimated number of job openings, and estimated start date. Seniority will prevail. A Notice of Vacancy will not be posted if there are excess operators on a line that can fill the positions.

An employee is eligible to apply for a vacancy and move to another job bid location once prior to the next semi-annual bid.

D. Overtime Assignment:

1. When voluntary overtime work is required the employee or employees on the line will be polled. The overtime will be assigned by seniority. If there are insufficient qualified volunteers the least senior qualified employee or

employees assigned to the line will be assigned to work such overtime. Overtime hours will be posted for the scheduled hours or until the work is complete. The completion is to be determined by Management. The Report Guarantee will not be subject to this overtime assignment.

a. The exception will be if a line has 2 – 10 hour shifts with different starting times, of more than one hour, operating simultaneously they will maintain separate identities.

1. Voluntary Overtime will be polled by shift. If there are not enough volunteers, poll of operators from adjoining shift will be conducted. If there are not enough volunteers, lowest seniority for the required shift will be forced.

2. If voluntary overtime is scheduled on a non-scheduled workday on one shift, all employees from both shifts will be polled and awarded by seniority.

2. When mandatory overtime work is required the employee or employees on the line will be required to work the overtime. Employees whose work is reduced or stopped will be polled within the affected building after working five (5) hours. An employee will be excused from mandatory overtime work only for some compelling personal or family reason satisfactory to the Company. The Company is required to give at least 24 hours' notice for weekday mandatory overtime. The Company is required to give at least 24 hours' notice for mandatory overtime worked on Friday and 48 hours' notice for Saturday/Sunday mandatory overtime.

3. Employees who are absent due to jury leave, military leave, bereavement leave, vacation and sick leave, or absence with leave will be eligible for the overtime. This eligibility is dependent upon the absent employee taking the action of calling the line production office before the end of the shift preceding the scheduled overtime to establish that the employee desires to be scheduled. Supervision will take no action to contact the employees who are absent at the time the overtime is scheduled.

4. When the Company determines a voluntary overtime assignment is necessary and requires more than one (1) day to be worked, only employees available and agreeable to working all the days in the assignment will be considered, unless the Company waives such requirement.
5. Employees working voluntary or mandatory overtime must have at least eight (8) hours off between shifts and under no circumstances will an employee be required to work mandatory overtime for more than sixteen (16) hours in one continuous period.

E. Inspection

1. The inspector job classification will consist of Melt Inspectors (I5) and Production Inspectors (I1). These will be a certified jobs and an employee can place their name on the wish list to be an inspector even if not certified. There will be two wish list: Full Time Inspection Wish List and Temporary Fill In Wish List. The Full Time list will allow for employees to designate themselves as wanting a full time position when it becomes available. The Temporary Fill In Wish List will allow employees to act as a fill in inspector to be used by Inspector Job Bid Location (IJBL) and shift. All positions will be filled according to wish list seniority. Wish list seniority will be assigned by sign up date. The Full Time Inspection Wish List and Temporary Fill In Wish List will each run independently and have their own sign up date assigned separately. If multiple employees sign up at Bid, Production Seniority will be used to determine their seniority on either wish list. Those employees with the temporary fill-in designation are not required to get certified. Those who elect full time position designation will still be used in order by seniority to fill temporary openings in their current IJBL.
2. Certified inspectors on the wish list have priority over uncertified inspectors which will be offered inspector positions by seniority. After the certified inspectors have been asked and there remains an opening, the uncertified employees on the wish list will be offered the inspector position(s) by seniority. If an uncertified

inspector is currently occupying a full time inspector position, the employee must become certified by the next bid. For an uncertified employee to place their name on the full time inspector wish list, the employee must agree to become certified as an inspector by the next bid. Failure to become certified by the bid will result in the employee being removed from the list until becoming certified. If an employee is asked and rejects the Company's offer to fill a full-time inspector position twice in a one year period, the employee's name will be removed from the list for a full bid cycle. In the event all employees on the wish list elect not to take an inspector position, full time designation or temporary fill in designation the least senior employee with that designation on the wish list will be required to fill the position.

3. The Company may move employees who are available from a Production Inspector (I1) or Melt Inspector (I5) by seeking volunteers by seniority then forcing the lowest senior inspector.
4. It is the responsibility of the Inspector who is going to be off on Company Convenience (CC) to email the Quality Supervisors of their interest in filling temporary openings, this is not mandatory.
5. The Rover is intended to be used to fill temporary openings expected to last 14 calendar days or less.
6. The Company reserves the right to assign the work if there are no names on the wish list or the Company has not selected any of the employees from the wish list due to IJBL and shift availability in temporary situations. In the event that a person is not selected from the wish list the employee and a Chief Steward will be notified.
7. Temporary openings will be filled as follows; see also Diagram A attached:

- a. The Company may move employees who are available from an Inspector (I1) or Melt Inspector (I5) by seeking volunteers by seniority then forcing the lowest senior inspector.
 - b. Inspector who notified supervisors by email as being available. (See 4 above)
 - c. On days use Rover if available and opening is 14 calendar days or less.
 - d. Full Time Inspection Wish List by IJBL and shift availability.
 - e. Temporary Fill In Wish List by IJBL and shift availability.
 - f. Force lowest operator in IJBL/shift from Full Time Wish List, if no one on Full Time Wish List then force from Temporary Fill Wish List.
 - g. If there are no names on either wish list on same IJBL and shift the Full Time Wish List will be reviewed for fill by shift only.
 - h. Force lowest operator on shift from Full time wish list.
 - i. Poll operators to fill inspection job and if not filled by a volunteer force the lowest operator excluding those on a special project or certified position.
8. Uncertified inspectors (I1) will be considered level 1 and receive 25 cents more than the operators while doing the work. Certified inspectors (I1) will be considered level 2 and receive 50 cents more than the operators while doing the work. Uncertified melt inspectors (I5) will be considered level 1 and receive 25 cents more than the operators while doing the work. Certified melt inspectors (I5) will be considered level 2 and receive 50 cents more than the operators while doing the work.
9. The Company will provide the Union with a current and updated inspection status and wish list seniority per their sign-up date.

F. IMX

There will be a wish list maintained for IMX melt operators job classification in the Company's database. This list will be updated annually. When an employee desires to work in the IMX job classification, that employee must contact the line office and request his name be added to the IMX Wish List. When there is an IMX opening as determined by the Company, the employee with the highest seniority who has passed the job requirement test will be transferred into the IMX melt operators job classification.

A melt inspector (I5) and a melt operator (M5) who pass the Company's IMX job requirement test and when performing IMX work will be paid a premium of \$1.00 per hour.

Section 6. **Craft Unit –**

- A. **Identification of Seniority Groups** – The following seniority groups will be recognized:

Seniority Group	Job Classification
Group 1	Millwright
Group 2	Automotive Mechanic/Inspector
Group 3	Locksmith

- B. **Use of Seniority**

1. **Work Assignments**

- a. The Millwright group will be given the opportunity to select work location and shift once per year in January. Such assignments will be made on the basis of seniority provided the employee(s) has sufficient ability to do the work. Between annual bids, the Company may move employees from one line to another line, for temporary replacement purposes, by borrowing the least senior employee(s) from that line provided the shift remains days or nights. The employee must return to their original assignment within seven (7) consecutive calendar days.
- b. An employee may exercise seniority to determine a choice of shift, provided that a vacancy exists on the selected shift and the employee has sufficient ability to do the work in between such annual bids. Notice

of shift vacancies will be posted on the appropriate bulletin boards.

- c. In the event an Automotive Mechanic/Inspector is off work for a temporary period of time, a Millwright may fill this vacancy only for the time the Automotive Mechanic/Inspector is off work. Upon the return to work of the Automotive Mechanic/Inspector, the Millwright will return to his original work location and shift. At no time will the Millwright be used as a permanent replacement in the event the vacancy becomes permanent.

2. **Overtime Assignment:**

- a. When voluntary overtime work is required the employee(s) assigned to the work will have the first opportunity to work the overtime. If there are insufficient volunteers, qualified volunteers will be solicited from the entire seniority group. The employee(s) with the least amount of overtime who is qualified will have the first choice.
- b. When mandatory overtime work is required the employee(s) assigned to the work will be required to work the overtime. An employee will be excused from mandatory overtime work only for some compelling personal or family reason satisfactory to the Company.
- c. If by mistake an employee is not assigned overtime work, the employee will not be paid for such missed assignment, but will be given the next available overtime assignment.
- d. Overtime will be accounted for as follows:
 1. An employee will be charged for overtime which occurs when serving as a temporary foreman or lead person.
 2. An employee will be charged for overtime which occurs during periods of vacation and sick leave, bereavement leave, jury leave or military leave.

3. Overtime will be charged at the applicable overtime rate for each hour worked or declined.
4. When an employee is scheduled to work overtime and for any reason does not perform the assigned duties, the employee will be charged for those hours as overtime worked.
5. All employees will begin each calendar year with zero overtime hours in seniority order.
6. The company will maintain a record of all overtime.
7. A new employee will be credited on the overtime list with the highest number of hours credited to an existing employee on the list.

Section 7. Change house-Laundry Operators

A. **Work Assignments** – An employee may exercise seniority to determine a choice of shift provided that a vacancy exists on the selected shift.

B. **Overtime**

1. When overtime is required, the employee(s) in the crew regularly assigned to the work will be assigned such overtime work. Overtime work will be rotated among such crew so far as this is practical. An employee who declines or is not available for overtime work will, for the purpose of rotation, be credited with having worked the overtime. If, by mistake, an employee is not assigned overtime, the employee will not be paid for such missed assignment but will be given the next available overtime work assignment for the employee's crew.
2. If there are not sufficient volunteers for such overtime work, the least senior employee(s) within the work crew involved will be assigned to work such overtime.
3. An employee will be excused from an overtime work assignment only for some compelling personal or family reason satisfactory to the Company.

B. **Temporary Replacements**

Each year a wish list will be posted and employees from Unit 1 (all Production Operators) who are interested in filling a temporary vacancy as a change house-laundry operator may sign. When an employee is needed to fill a temporary vacancy,

the wish list will be reviewed in seniority order for consideration of who will be assigned to the job. If an employee is asked and rejects the Company's offer twice during the year, the employee's name may be removed from the list. If no one elects to sign the wish list the company may select any employee in Unit 1 as long as the employee agrees with the assignment. If the employee does not agree to the company's offer the Company can elect to assign the junior employee from the master seniority list.

Section 8. Professional Firefighter Unit

A. Identification of the Seniority Group - The following seniority group shall be applicable for purposes of establishing seniority:

Seniority Group & Job Classification
Firefighter

B. Use of Seniority

1. **Reduction-in-force** - As provided in this Agreement, seniority will be earned and accrued based upon the employee's continuous service in the seniority group.
2. **Call-in and Overtime**
 - a. The Company will, to the extent practicable, assign "call-in" work to qualified individuals in the firefighter unit, with the objective of distributing such extra work equitably among all employees in the unit. When an individual is precluded from making a timely response to a "call-in," he will be bypassed but will remain in his same relative position on the list for the next occasion.
 - b. When overtime work is needed in the Firefighters unit, a voluntary overtime list and a mandatory overtime list will be utilized pursuant to this Subsection. Voluntary overtime opportunities will be offered to employees in order of rotation, based on their seniority (polled from the most senior to the least senior) provided the individual has not worked 72 consecutive hours in a workweek or will not work in excess of 72 consecutive

hours in a workweek when given the assignment. An employee must indicate their acceptance or refusal of voluntary overtime and the employee's response will be recorded on the voluntary overtime list. In the event that an employee is unavailable and cannot be contacted, the individual will be marked as a "No Contact" and the next senior employee will be asked. If coverage for overtime work is still needed after employees on the voluntary overtime list have been polled, mandatory overtime will be assigned in order of rotation (assigned from the least senior to the most senior). An employee will be excused from mandatory overtime work only for some personal or family reason satisfactory to the Company. In the event of an emergency, the foregoing overtime rules will not apply.

- c. If, by mistake, an employee is not assigned overtime work, the employee will not be paid for such missed overtime assignment but will be given the next available overtime assignment for the crew involved.
3. Employees will be permitted to select by seniority a choice of platoons once each year.

ARTICLE 30 - COMPLAINT AND GRIEVANCE PROCEDURE

Grievances will be settled exclusively by the following procedure:

Section 1. **Steps in Procedure** - Consisting of three steps, the first and second steps of this procedure will be good faith efforts by both parties to settle the dispute promptly and earnestly by open discussion and negotiation. The third step will be binding arbitration.

Section 2. **Initiation of a Complaint** - A grievance is initiated as a complaint, which may be raised by any employee or by the Union.

Section 3. **Employee Initiated Complaint** - A complaint initiated by an employee will be processed as follows:

- A. **Preliminary Step** - Any employee having a complaint relating to the administration of the Labor Agreement shall discuss the matter with his department head or an appropriately designated Company representative within five working days from the date of the incident. An employee will be instructed that he may request the assistance of a steward if he wishes.
- B. **Step One** - If a satisfactory disposition of the complaint is not reached within three working days through the preliminary discussion step, the employee shall reduce his complaint to writing, using the form provided by the Company for this purpose. The form shall be signed by the employee and by the steward, if applicable. The appropriate supervisor will forward one copy to the Human Resources Department immediately upon initiation of the written complaint. The department head or designated Company representative will then have two working days to submit his answer to the employee's complaint and state his position on the matter. If the answer is accepted, the employee and steward, if applicable, shall sign the form indicating acceptance. If it is not accepted, the department head or designated Company representative shall, within two additional working days, sign the form and enter it in Step Two. The two additional working days may be extended up to one week by mutual consent of the parties. Any additional extensions must have the written approval of the Business Representative and the Human Resources Manager.
- C. **Step Two** - If the complaint is not satisfactorily disposed of in Step One, the forms will be forwarded to the Human Resources Department. At regularly scheduled meetings held monthly, or as otherwise agreed between the parties for the purpose of discussing such complaints, the matter will be reviewed by the Business Representative and appropriate steward and the Human Resources Manager or his designated representative, with such other parties in attendance as are called by the principal participants. The Company and the Union shall earnestly strive to resolve the complaint in Step Two during the regularly scheduled meetings. If the parties fail to reach agreement in Step Two and determine that the subject of the complaint is a proper subject for a grievance as that term is defined in Article 5, then the complaint shall at that time be

recorded as a grievance. The Company must answer the grievance within seven working days of the monthly meeting at which the grievance was discussed. If the Company does not respond within the seven-day period, the grievance is considered settled in favor of the Union provided the Union first serves on the Human Resources Manager or designated representative a written statement that the Union intends to claim that the grievance is settled in favor of the Union and a statement of just what such settlement in favor of the Union will be and allows the Company two (2) workdays to respond in writing to the Union either accepting or rejecting the Union's proposed settlement. If the position of the Company is unacceptable to the Union, a period of seven working days from the next membership meeting following the Company's response will be allowed for referral to Step Three.

- D. **Step Three** - A dispute not resolved in Step Two may be referred to arbitration by the Union or the employee within the period provided above. Notice of intent to arbitrate shall be forwarded by the originating party to the Company via registered or certified mail, return receipt requested. The time of delivery of the aforementioned notice shall govern with respect to compliance with the time limitation involved. If no notice of intent to arbitrate is forwarded within the specified time limit, further processing of the grievance shall be barred.

Section 4. **Union Initiated Grievances** - Complaints originated by the Union will be handled as outlined in Section 3 of this Article, except that Step One will be omitted and the matter discussed initially in Step Two. The Business Representative, any officer, or properly designated steward, may originate a grievance on behalf of the Union.

Section 5. **Arbitration** - The procedure for binding arbitration will be as follows:

- A. It shall be the responsibility of the Union to secure from the Federal Mediation and Conciliation Service a panel of arbitrators uneven in number and listing not less than five candidates. This request to the Federal Mediation and Conciliation Service shall be made in the form of a letter not later than 90 calendar days from the date of the notice of intent to arbitrate, with a copy of such letter furnished to the Company.

In the event no such request has been made at the expiration of the 90-day period specified above, further processing of the grievance will be barred.

- B. Within five calendar days from the date the panel of arbitrators is received by the Union, representatives of the Company and the Union will meet for the purpose of selecting a sole arbitrator. At the meeting, the Company and the Union shall strike from the panel alternately until only one name remains and he shall be the sole arbitrator.
- C. The arbitrator shall have no right to change, modify, or amend any part of this Agreement. The decision and award of the arbitrator shall be in writing and shall be final and binding upon the parties thereto, including any award with regard to compensation for lost time. In cases of grievances involving lost time or money in connection therewith, the parties may agree to, or the arbitrator may order, reinstatement and/or back pay; but, in no event shall back pay be awarded for any period of time prior to the date the grievance occurred.
- D. Fees and necessary expense of travel, food, and lodging incurred by the arbitrator will be shared jointly and equally by the aggrieved employee or Union(s) and the Company (Article 11, Section 2).
- E. The parties may agree to employ the services of a reporter to record the proceedings of the arbitration hearing. If such is a mutual agreement, the fees and necessary expense of travel, food, and lodging shall be paid jointly and equally by the Union and the Company. If only one of the parties desires the services of a reporter, this will be permitted; however, in such event, the fees and other expenses will be the sole responsibility of the party engaging the reporter. Further, in such instance, all recorded data produced by the reporter will become the sole property of the party bearing the cost of the service. An arbitrator may not order the services of a reporter.
- F. Deliberations in arbitration will not exceed two calendar days. During this period, each party will be limited to eight hours for the presentation of evidence.

Section 6. **Investigation of Grievance** - One Union steward will be allowed up to one hour off during normal working hours without loss of normal pay to investigate a single grievance subject with the aggrieved, but

prior consent must be obtained from his immediate supervisor. For purposes of this Section, the time will be granted consistent with operating conditions, but not later than one hour prior to the end of the shift during which the request is made.

Section 7. **Compensation of Witnesses** - Compensation of any witness called by either party for participating in any step of a grievance, including arbitration, shall be the responsibility of the party calling that witness, except that an aggrieved employee and/or his steward may attend meetings held during their normal working hours without loss of pay.

Section 8. **Independent Grievance Action** - Notwithstanding any other provision of this Article, any employee, at any time and in any step of this procedure, may personally present his grievance and have such grievance adjusted in a manner consistent with this Agreement without intervention of, or expense to, the representing Union; but the Union will be given an opportunity to have a representative present at such adjustment.

ARTICLE 31 - SEPARABILITY OF PROVISIONS

If any provision or provisions of this Agreement are/or may become contrary to any law or any regulation having the force of law, that provision or those provisions are abrogated and the remaining provisions are not affected.

ARTICLE 32 - INCENTIVE PAID TIME OFF

Section 1. If the Company determines that there will be a plant shutdown for a period of not more than two weeks, written notice of this will be given to employees as far in advance as this reasonably can be done.

Section 2. Any employee who will be scheduled to work on any of the shutdown days will be advised of this by the employee's supervisor as soon as this reasonably can be done.

Section 3. Incentive paid time off of up to forty (40) hours for use by those employees affected by a shutdown of the Plant may be earned by employees collectively meeting pre-established Company goals for the IAAAP facility which will be measured quarterly. Such goals and incentive

PTO-hours will be Company-wide including the employees at this Plant. Employees working 12 hour shifts on Friday, Saturday and Sunday will observe any earned incentive days during their normal scheduled work week either before or after the plant shutdown, whichever will provide the employees with the most consecutive days off in conjunction with observed holidays. Employees may utilize vacation to replace unearned incentive days, but cannot exceed forty (40) hours of compensation during such workweek.

Section 4. An employee who works any of the shutdown days will be paid his ten (10) incentive PTO hours for the day worked plus his regular hourly pay for hours worked.

ARTICLE 33 - COST-OF-LIVING ALLOWANCE

The Agreement which this Union made with Mason & Hanger Corporation which became effective September 7, 1996, contained a cost-of-living allowance article which provided that "use of this Article has been suspended for the duration of this contract." This same article is set forth below. The use of such article entitled "Cost-of-Living Allowance will be suspended and will have no effect during the term of this Agreement or any extension thereof.

Section 1. Effective at the beginning of the first pay period commencing on or after the effective date of this Agreement and thereafter during the period of this Agreement, each employee covered by this Agreement shall receive a Cost-of-Living Allowance (referred to herein as COLA) as set forth in this Article.

Section 2. The amount of the COLA shall be determined and re-determined as provided below on the basis of the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (1967 = 100), referred to herein as the Index. (See Section 10).

Section 3. Continuance of the COLA shall be contingent upon the availability of the Index, in the forms specified in Section 2 above, unless otherwise agreed upon by the parties.

Section 4. In the event the Bureau of Labor Statistics does not issue the appropriate Index on or before the beginning of the pay period referred

to in Section 10 and Section 11 below, any adjustment in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of the Index.

Section 5. No adjustments, retroactive or otherwise, shall be made in the amount of the COLA due to any revision which later may be made in the published figures for the Index for any month on the basis of which the COLA has been determined.

Section 6. Changes in the Index will have no influence on hourly base wage rates provided in Appendix A of this Agreement.

Section 7. The COLA shall be taken into account and used in computing overtime, work performed on holidays and in determining call-in pay, pay for unworked holidays, bereavement pay, jury differential pay, military leave differential, report pay and vacation and sick leave.

Section 8. Pay adjustments made in any period applicable to any previous period will include the COLA applicable during the period to which the adjustments relate.

Section 9. The COLA in effect 7 September 1990 under the prior Agreement was \$2.14. Sixty-four (64) cents of this was rolled into the base rate making the current COLA \$1.50.

Section 10. The COLA will be adjusted \$0.01 per hour for each 0.3 point change in the Index as follows: Commencing with the first Monday in December 1985, and at quarterly intervals thereafter during the life of this Agreement, the applicable Governing Index for each quarter, as set forth below, will be compared to the applicable Base Index, as set forth below, and the COLA will, when appropriate, be adjusted downward or upward to reflect the difference between the applicable Governing Index and Base Index. The actual increase or decrease in COLA will be limited to a maximum of 0 cents per hour during the first year of this agreement, 0 cents per hour during the second year of this Agreement, and 0 cents per hour during the third year of this Agreement. COLA adjustments will be determined in accordance with the following schedule and formula.

COLA Schedule

Base Index	Governing Index	Adjustment Effective 1 st Monday
Sep	Oct	Dec
Sep	Jan	Mar
Sep	Apr	Jun
Sep	Jul	Sep
Sep	Oct	Dec
Sep	Jan	Mar
Sep	Apr	Jun
Sep	Jul	Sep

COLA Formula (Not applicable to the first year of the agreement)

$$\text{COLA} = \text{Base}^* + 0.01 \times (\text{Governing Index} - \text{Base Index}) \text{ 0.3 Points}$$

*Second year of Agreement = \$1.50

*Third year of Agreement = \$1.50

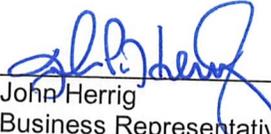
Section 11. This COLA Agreement shall terminate as of 7 September 1999. However, any COLA granted within the terms of this Agreement and still in effect on that date shall be subject to removal and discontinuance when the Index declines below the July 1990 Index. Adjustments will be made effective the first Monday in each month at a rate of \$0.01 for each 0.3 point change in the Index until no COLA exists.

ARTICLE 34 - COMPLETE AGREEMENT

This Agreement supersedes and replaces all previous agreements, oral or written, and all proposals, counter-proposals, and discussions during negotiations for this Agreement between the Union and the Company and includes the full and complete agreement between the Union and the Company for the term of this Agreement. This Agreement becomes effective when signed by the authorized representatives of the Union and the Company and cannot be amended except by mutual agreement between the Union and the Company reduced to writing and signed by their authorized representatives.

When a revision in the form of a Memorandum of Understanding (MOU) is agreed upon and signed by the Company and the Union, the Company is required to post a copy of the MOU plant-wide within seven (7) calendar days of the signing. The posting of the MOU will be done in such a manner that both employees and management personnel will be advised of the revision.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed to be effective this 17th day of August, 2019.

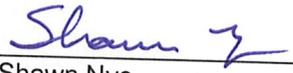

John Herrig
Business Representative, District 6
Local Lodge No, 1010

10-02-2019
Date


Michael Allbee
Human Resource Director
American Ordnance LLC

10-2-19
Date

Chief Stewards:


Shawn Nye

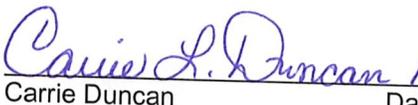
10-02-19
Date


Wayne Johnson, Jr

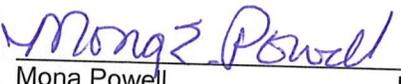
10-2-19
Date


Charles Cravens

10-02-19
Date


Carrie L. Duncan

10-2-2019
Date


Mona Powell

10-02-19
Date

**ADDENDUM TO
2019 COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

American Ordnance LLC (AO)
Iowa Army Ammunition Plant
Middletown, Iowa 52638

AND

International Association of Machinists & Aerospace Workers
Local Lodge No. 1010

Subject: Disciplinary Actions

Minor offenses which fall within normal discipline will be handled as follows:

- First infraction –documented verbal warning
- Second infraction - written warning
- Third infraction –final written warning/suspension
- Fourth infraction - termination

Serious offenses such as gambling, fighting, theft, insubordination, use of drugs or alcohol, card playing on Company time, filling out another's time card, bringing contraband on to reservation, horseplay, willful disregard of safety instructions, immoral conduct, loafing or sleeping on the job, fraud, misuse of Government property, environmental disregard, and willful disregard of a security procedure may result in suspension or termination for a first offense.

This is not a complete list of serious offenses. Other infractions will be dealt with according to the seriousness of the offense.

The document in and of itself will not be subject to the grievance procedure, but action taken is subject to the grievance procedure. Disciplinary actions which are over 18 months old will not be used in determining which numbered infraction that individual is at.

A letter of counsel can be issued at the discretion of the company but is not required to be issued prior to a disciplinary action nor does it initiate the disciplinary process as an automatic progression. (An employee could have multiple letters of counsel and not automatically be moved to the four step process.)

 10-02-2019
Date
John Herrig
Business Representative, District 6
Local Lodge No, 1010

 10/7/19
Date
Michael Allbee
Human Resource Director
American Ordnance LLC

 10-02-19
Date
Shawn Nye
Committee Chairman

MEMORANDUM OF UNDERSTANDING

BETWEEN

American Ordnance LLC
Iowa Army Ammunition Plant
Middletown, IA 52638

AND

International Association of Machinists & Aerospace Workers
Local Lodge No. 1010

Subject: Melt Operator (M-5) Classification

The purpose of this MOU is to resolve some grievances by establishing a job classification of Melt Operator (M-5). The Melt Operator (M-5) classification includes melt, drilling, sumping operations, knocking funnels, and screening powder.

An individual currently working as a Melt Operator (M-5), will have the same seniority date which they have as a Production Operator (P-1). The Melt Operator (M-5) classification will receive the same bid sheet that a Production Operator (P-1) would receive.

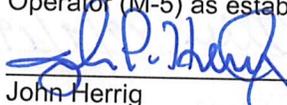
If there are an insufficient number of Melt Operator (M-5), Production Operators (P-1) will be polled to fulfill the number of positions required. If there are insufficient qualified volunteers, the least senior qualified Production Operator(s) will be assigned to the Melt Operator (M-5) classification.

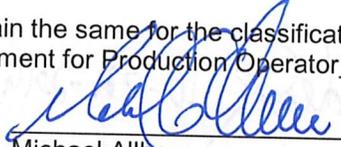
When voluntary overtime work is required in the Melt Operator (M-5) classification, employees in the Melt Operator (M-5) classification will be polled by line and shift. The overtime will be assigned by seniority in the Melt Operator (M-5) classification. If there are insufficient qualified volunteers the least senior qualified Melt Operator (M-5) will be assigned to work such overtime.

When mandatory overtime work is required, employees in the Melt Operator (M-5) classification within the line will be required to work the overtime. An employee will be excused from mandatory overtime work only for some compelling personal or family reason satisfactory to the Company.

If there is no overtime available in the Melt Operator (M-5) classification, the Melt Operator (M-5) will be eligible for overtime as a Production Operator (P-1) on their assigned line, based on seniority and provided an overtime vacancy exists once all Production Operators (P-1) have been polled for the opportunity. The Melt Operator (M-5) will be polled for these vacancies. If there are an insufficient number of employees to fill the vacancies, the least senior qualified Production Operator(s) will be assigned to work such overtime. If there are still vacancies, then the least senior qualified Melt Operator (M-5) will be assigned to work such overtime.

Pay rate and all other provisions not mentioned above, will remain the same for the classification of Melt Operator (M-5) as established in the collective bargaining agreement for Production Operator (P-1).

 10-02-2019
John Herrig Date
Business Representative, District 6
Local Lodge No, 1010

 10-7-19
Michael Allbee Date
Human Resource Director
American Ordnance LLC

 10-02-19
Shawn Nye Date
Committee Chairman

MEMORANDUM OF UNDERSTANDING

BETWEEN

American Ordnance LLC
Iowa Army Ammunition Plant
Middletown, IA 52638

AND

International Association of Machinists & Aerospace Workers
Local Lodge No. 1010

Subject: Reduction in force and Vacation and Sick Leave

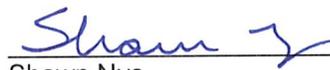
In the event of a reduction in force (RIF), the Company will continue to utilize its procedures for granting/denying sick leave/vacation to the employees affected by the RIF. However, the Company agrees to not adopt a universal ban denying sick leave/vacation to affected employees except for the last two weeks prior to the RIF, recognizing during this two week period, the Company can allow affected employees to take sick leave/vacation for approved compelling reasons.

 10-02-2019

John Herrig Date
Business Representative, District 6
Local Lodge No, 1010

 10-7-19

Michael Allbee Date
Human Resource Director
American Ordnance LLC

 10-02-19

Shawn Nye Date
Committee Chairman

MEMORANDUM OF UNDERSTANDING

BETWEEN

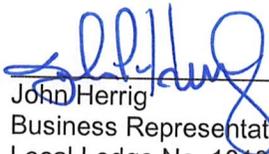
American Ordnance LLC
Iowa Army Ammunition Plant
Middletown, IA 52638

AND

International Association of Machinists & Aerospace Workers
Local Lodge No. 1010

Subject: Union Steward time during new hire orientation

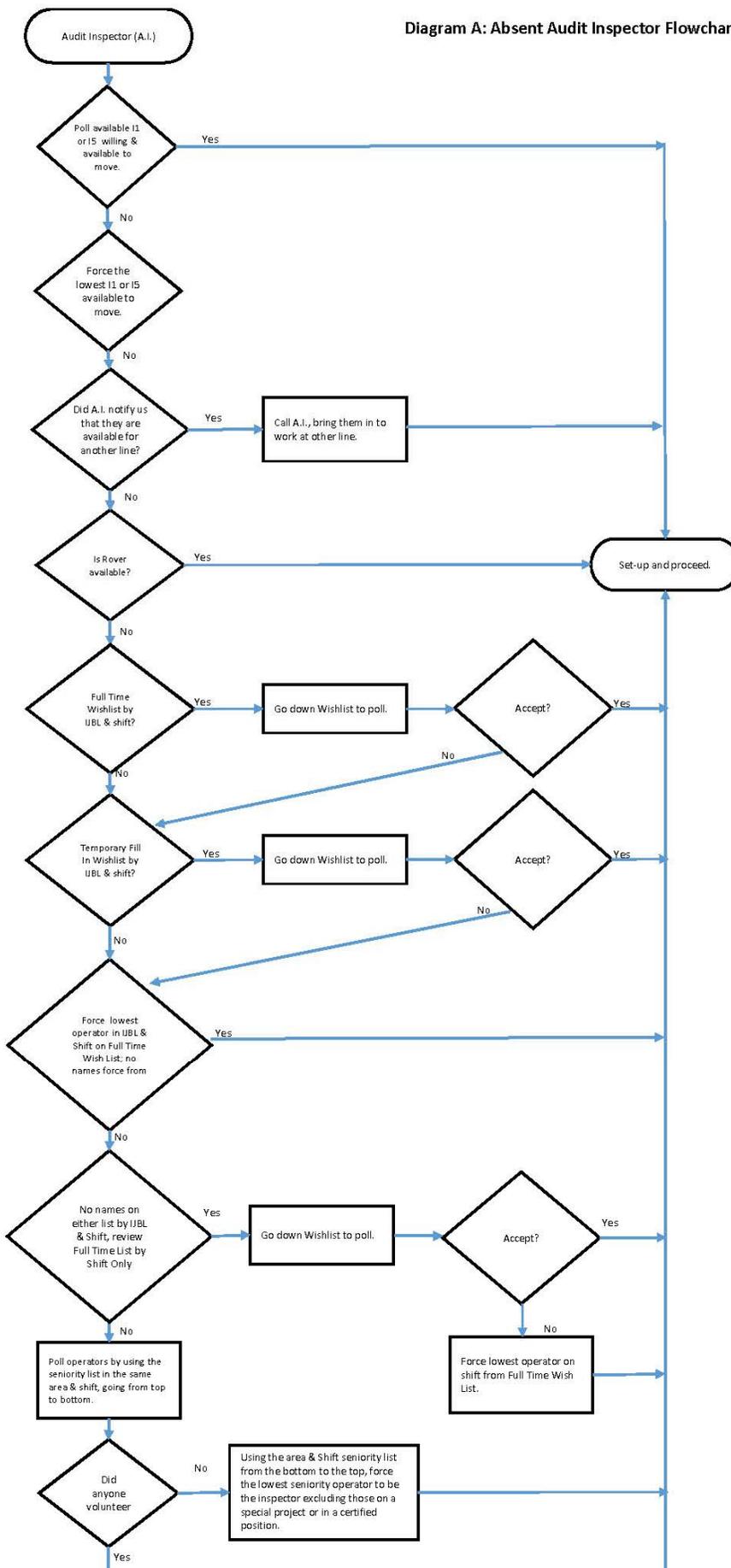
The purpose of this MOU is to state that the parties agreed in recent negotiations to allow Union stewards up to 20 minutes at the end of an orientation session to meet with new hires who might be interested in the Union.

 10-02-2019
John Herrig Date
Business Representative, District 6
Local Lodge No, 1010

 10-7-19
Michael Allbee Date
Human Resource Director
American Ordnance LLC

 10-02-19
Shawn Nye Date
Committee Chairman

Diagram A: Absent Audit Inspector Flowchart



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