

**LABOR AGREEMENT****Between****J. D. STRETT & COMPANY, INC.****(PARK PLANT)****and****AUTOMOTIVE, PETROLEUM, ALLIED INDUSTRIES AND AIRLINE  
EMPLOYEES UNION, LOCAL NO. 618****DURATION: JULY 1, 2019 THROUGH JUNE 30, 2022****INDEX**

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## AGREEMENT

This Agreement entered into by and between J. D. STRETT & COMPANY, INC., hereinafter called the "Employer," party of the first part, and AUTOMOTIVE, PETROLEUM, ALLIED INDUSTRIES AND AIRLINE EMPLOYEES UNION, Local No. 618, hereinafter called the "Union," party of the second part.

### ARTICLE I

#### RECOGNITION AGREEMENT

**Section 1.** The Employer recognizes the Union as the sole bargaining agent for all employees under its jurisdiction, employed by J. D. Strett & Company, Inc., in its Lube Plant operations in St. Louis and St. Louis County, with the exception of those excluded by the National Labor Relations Act, as amended or by mutual agreement. It is further agreed that no other labor organization, or group of employees, shall be recognized in any form for any purpose respective to collective bargaining. If the Employer builds a new location or moves their present location, it will automatically be covered by this Agreement.

**Section 2.** The Union recognizes the responsibilities imposed on it as the exclusive bargaining agent of the employees and realizes that in order for the Company to provide maximum opportunities for continuing employment, good working conditions and pay, the Company must be in a strong competitive position, which means it must produce at the lowest possible cost, consistent with fair labor costs. The Union and its members therefore, agree that they will cooperate with the Company and support its efforts to assure a full day's work on the part of its members; that they actively will combat absenteeism and any other practice which restricts efficiency. They further agree that they will support the Company in its efforts to eliminate waste in construction, conserve materials and supplies, improve the quality of work, prevent accidents, and strengthen good will between the Company, the employees, the customers and the public.

**Section 3.** It is also specifically agreed that the failure of this Agreement to make specific provision for, or reference to, any matter or proper subject of bargaining shall not require further negotiation during the life of this contract unless mutually agreed to by the Union and the Company.

### ARTICLE II

#### UNION SECURITY

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first day following the beginning of such employment become and remain members in good standing in the Union.

The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure to any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. The Union agrees notice shall be given to Employer at least 30 days before the Employer is required to remove an employee from his or her employment for failure to maintain membership in good standing in the Union.

The Union agrees that it will defend, indemnify and hold the Employer harmless from any lawsuit, proceeding or other action in any court or administrative agency including, but not limited to, any decree, judgment or order for damages, back pay, lost wages, benefits, interest, court costs, or other reasonable expenses of defense, and attorney's fees resulting from or arising out of any action taken by it at the request of the Union or otherwise in an effort to comply with any provision of this Agreement. No provision of Article II shall apply to the extent it is prohibited by state law.

**NEW EMPLOYEES.** The Employer shall give the Union equal opportunity with all other sources to refer suitable applicants for employment, but the Employer shall not be required to hire those referred by the Union or any other particular source.

**NOTIFICATION TO THE UNION.** The following information will be given in writing by the Employer to the Union within seven (7) days from date of hiring new employees: (1) name, home address and social security number of employee; (2) date employed.

**UNION SHOP CARD.** The Union shop card shall be displayed prominently on all customer entrances. The Union shop card, property of the Union, shall be furnished free to the Employer.

**DUES DEDUCTION.** The Employer agrees to deduct from the employees' pay all Union dues and initiation fee, and forward same to reach the Union office NOT LATER than the last day of the current month, provided employees sign and deliver to the Employer proper assignment for deductions.

**CASUAL EMPLOYEES.** Regardless of any other provision of this agreement, the Employer may hire Casual Employees at any time. A Casual Employee is an Employee who is so designated by the Employer and who is hired to meet increased labor needs of the Employer or for any other purpose as the Employer deems appropriate. Casual Employees may be employed for periods of limited or indefinite duration as the Employer deems appropriate. Hiring and use of Casual Employees and the applicability of this Agreement to them are subject to the following:

1. Casual Employees will become members of the Union in accordance with Article II, Union Security.
2. Casual Employees will not be guaranteed any minimum number of hours of employment and may be employed for such hours as the Employer deems appropriate.

3. Casual Employees will not accrue for rights, will not appear on the seniority list and the provisions of Article XV --- Seniority will not apply to them.
4. Casual Employees will not be entitled to participate in, accrue rights under or have contributions made on their behalf with respect to any fringe benefits provided under this Agreement including but not limited to those described in Articles XVIII (Vacations), X (Holidays), XI (Sick Leave), VIII (Health and Welfare), VII (401(k) Retirement Plan), XII (Funeral Leave), XIII (Leaves of Absence), XXIII (Grievance Procedure) and XXIV (Arbitration).
5. Casual Employees will be entitled to receive shift differential, where applicable.
6. Casual Employee will not be asked to work overtime unless all other Employees on the seniority list, who are actively at work and are not on layoff or sick or any other leave, have been asked to work overtime and have refused the request.
7. The Employer will maintain a list of Casual Employees. When selecting new hires for the Employer's seniority list, the Employer will extend first consideration to Casual Employees. However, in all instances, the Employer shall not be required to such Casual Employees and may hire others who, in its judgment, it considers best qualified regardless of a person's appearance on such list.
8. The Employer is limited to having six (6) casual employees. The Company is not allowed to use Casual Employees if there is any Regular Employee(s) on layoff. Current regular employees will not be reduced down to casual employees.

### **ARTICLE III**

#### **JOB SECURITY**

Under normal circumstances, the Employer shall not assign any of its employees who are not in the bargaining unit covered by this Agreement to do any of the work which is done by employees within the bargaining unit.

Whenever a contractor or subcontractor performs work within the Plant covered by this Agreement that normally has been performed by the employees covered by this Agreement, the Employer will include a provision in the applicable contract requiring the contractor or subcontractor to pay not less than the rates of pay provided in this Agreement.

### **ARTICLE IV**

#### **PURPOSE OF AGREEMENT**

**Section 1.** It is the intention of the parties that this Agreement will establish sound relations between the Company and its employees which will promote harmony, genuine cooperation

and efficiency, to the end that the employees and the Company may mutually benefit; assure a full day's work for a day's pay, and to facilitate peaceful adjustment of differences which may arise from time to time between the Company and the Union, or between the Company and any employees covered by this Agreement and to achieve uninterrupted operations and to achieve the highest level of employee performance consistent with safety, good health, and sustained effort. This Agreement is intended to set forth all the rights of the Union and the employees, all which arise as a result of this contract.

**Section 2.** It is recognized that the interests of the Company and the interests of its employees are fundamentally the same since the Company must prosper if its employees are to prosper. This requires that both the Company and the employees work together to the end that quality and costs of installation and construction will prove increasingly more attractive to the customers of the business so that the business will be continuously successful. Accordingly, the Company and the Union, do hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees covered by this Agreement and the Company, of obtaining fair treatment for all employees of the Company, and of improving efficiency and economics so that both may prosper.

## ARTICLE V

### SCOPE OF AGREEMENT

**Section 1.** The parties agree that the efficiency of any industrial enterprise requires clear management authority and freedom to make decisions and to operate its business in an efficient manner. It is further understood and agreed that this Agreement constitutes the whole Agreement of the parties concerning wages, hours, and working conditions and that all decisions on matters not expressly provided for in this Agreement are reserved exclusively to the Company.

It is agreed that management maintains and retains all of its managerial rights and that they are all vested solely and exclusively in the Company unless specifically contracted away by this Agreement and further that the enumeration of management's rights shall not be deemed to exclude any other management rights.

**Section 2.** The Company may formulate from time to time additional rules to govern working conditions in the facilities and plants and regulations of conduct of all employees.

## ARTICLE VI

### WAGES AND CLASSIFICATIONS

The following working regulations of employment set forth herein shall be effective for each respective class of employees as classified by the Company with respect to wages, hours and other conditions of employment. The term "employee" shall mean and include employees of the Lube Plant of said company, exclusive of any persons employed in an executive position, administrative or supervisory capacity; such as plant superintendent, chemist, office manager and office employees, secretaries and accountants.

The Company will pay employees in each classification listed below at rates not less than set forth in the following scale:

**FOR ALL EMPLOYEES HIRED BEFORE JUNE 1, 2012**

	<u>PER HOUR</u> <u>6-1-19</u>	<u>PER HOUR</u> <u>7-1-20</u>	<u>PER HOUR</u> <u>7/1/21</u>
Effective			
Maintenance	\$19.62	\$20.17	\$20.42
Blender	21.00	21.55	\$21.80
Leadman	19.37	19.92	\$20.17
Warehouse & Plant	18.77	19.32	\$19.57
Porter	17.73	18.28	\$18.53

(NOTE: Maintenance Technician hourly rate will be negotiated at the time of hiring. Rate to be not less than \$15.15 per hour.)

All employees hired after June 1, 2012 will be paid \$3.00 below job classification rate.

Said employees will be subject to the following wage rate progression:

Effective the first day following one (1) year employment anniversary, pay rate reduced to \$2.00 below wage rate.

Effective the first day following two (2) year employment anniversary, pay rate reduced to \$1.00 below wage rate.

Effective the first day following three (3) year employment anniversary, full classification pay rate.

**MAINTENANCE TECHNICIAN.** Duties include all normal maintenance functions, set up of packaging machinery, plus examining machines, mechanical equipment, electrical components, and other power transmission systems to diagnose and correct source of trouble. Interpretation of written specifications (blue prints, etc.), using precision measuring equipment, and fitting, installing and adjusting parts into equipment. Installing and repairing electrical equipment and working standard computations relating to load or wiring requirements. Performs both arc and gas welding; welds all types of joints in various and awkward positions; rigid tolerance requirements; knowledge of properties of common metals. Management may require specific training, testing, or experience.

**PORTER.** The job duties will consist of general clean-up activities in the plant, office, and outside areas of the property. This classification may hand repackage soiled cartons and leaking containers as long as there is no one laid off from any other classification. Porter is to receive warehouse pay for vacations and holidays. Porter to pay warehouse union dues all year.

**LEADMAN DUTIES.** The leadman duties will include, but will not include, but will not be limited to the following duties:

- a. Will be qualified and will perform the daily set-up and routine adjustments, as required, of the packaging machine in his section.
- b. Responsible for the proper training of personnel in his section.
- c. Responsible for the proper product to be in the proper container, with the proper weight per container with cartons labeled properly.

- d. Responsible for running the packaging equipment in the proper fashion to produce a neat package, reporting any problems to the Production Supervisor.
- e. Responsible for correctly preparing the production report and carrying out other appropriate assignments that the position requires.
- f. Responsible for delivering flush samples to lab and obtaining Quality Control approval prior to the packaging of any product.

When an employee is temporarily placed on a job that is rated at a higher rate of pay, the employee is to receive the higher rate, but if employee works four hours or more, employee is to receive the higher rate for the entire day.

The second shift shall receive .20¢ cents per hour premium and the third shift shall receive .20¢ cents per hour premium in addition to the above rates. Wages shall be paid weekly.

If the Company is operating on a three shift, twenty-four (24) hour schedule, employees will receive a twenty (20) minute paid lunch period.

## ARTICLE VII

### 401(k) RETIREMENT PLAN

Effective June 25, 2012, Company to provide benefits through the J. D. Streett & Company, Inc. Union Employees Retirement Plan as follows:

- a) Company will contribute 3% of compensation excluding overtime and bonuses.
- b) Company will match 50% of the first 6% of compensation (excluding overtime and bonuses) deferred by Employee.
- c) Employee will be allowed to make additional deferrals as may be allowed, from time to time, by the Plan Document.
- d) Employees employed on May 31, 2012 will be immediately 100% vested in all contributions to the Plan. For employees hired after June 1, 2012, vesting will be in accordance with the Plan Document.
- e) This Article shall not apply to any employee designated by the Employer as a Casual Employee: eligibility will be determined by the Plan Document

## ARTICLE VIII

### HEALTH AND WELFARE

All regular full-time employees in the bargaining unit covered by this Agreement, per Union policy, shall become participants in the Union's Health and Welfare Fund in accordance with the provisions as hereinafter set out.

**CONTRIBUTIONS TO THE FUND.** The Employer agrees to pay into the Automotive, Petroleum and Allied Industries Health and Welfare on behalf of each eligible employee, the regular monthly contribution as determined by the Trustees, due and payable to the Health and Welfare Administrator's office, the first (1<sup>st</sup>) day of each month in accordance with the Fund Trustees, State or Federal Regulations governing such procedure.

The monthly contributions may not exceed the following during the term of the contract:

	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/1/2021</u>
Single	\$ 629.00	\$ 665.00	\$ 712.00
Single + One	\$1,247.00	\$1,319.00	\$1,412.00
Family	\$1,481.00	\$1,567.00	\$1,677.00

**EMPLOYEE COST SHARING.** The employees agree to pay a monthly cost sharing, based on the composite rate, equal to thirty (30) percent effective 6/1/19 of \$364.50 per month, thirty five (35) percent effective 7/1/2020 of \$449.75 per month and thirty five (35) percent effective 7/1/2021 of \$481.25 per month via payroll deduction on a weekly basis. For clarification purposes, the payroll deduction will be taken out of the first four (4) weeks' paychecks of each month.

**PAYMENT – NEW EMPLOYEES.** The Employer's obligation of contribution payment on a newly hired employee shall commence the first day of the second month following the date of hire of such new employee. (If hired on the 1<sup>st</sup> day of a month, this shall be considered the 1<sup>st</sup> month.) No contributions shall ever be made for any employee designated by the Employer as a Casual Employee.

**EXCEPTION TO THE ABOVE.** If any newly hired employee has been covered by the Union's Health and Welfare Fund within twelve months preceding his date of hire, the Employer's obligation to remit contributions on behalf of such new employee, shall commence the first day if hired on the 1<sup>st</sup> day of a month, otherwise, contribution payment required the 1<sup>st</sup> day of the first month following the date of employment.

**EMPLOYEE OFF SICK.** In the event an employee is injured or becomes sick, the Employer shall continue to pay the monthly contributions until the employee's recovery from said accident or sickness, provided however, such payment shall not exceed the equivalent of Employers share of twelve (12) in number. During such time of sickness, the employee must remit payment of applicable employee cost sharing to the corporate office in order for the coverage to remain in effect for the entire 12 month period.

**EMPLOYEES ON LAYOFF – WORK STOPPAGES.** During any temporary layoff for the Employer's convenience and/or stoppage or strikes caused by another Union, the Employer shall continue to pay not more than the equivalent of Employers share of two (2) premiums after the date of such action. During such time of layoff – work stoppage, the employee must remit payment of applicable employee cost sharing to the corporate office in order for the coverage to remain in effect for the entire 2 month period.

**AGREEMENT TO SUBSCRIBE TO TRUST.** For and in consideration of benefits to be derived, and for other goods and valuable consideration, the Employer hereby adopts and agrees to be bound by the Agreement and Declaration of Trust of the Automotive, Petroleum and Allied Industries Employees Welfare Fund, including any amendments made or hereafter made thereto; and the

Employer agrees to accept and be bound by the Trustees and their successors pursuant to the terms of the Trust, and authorizes the Trustees or their successors to administer the Welfare Plan in accordance with the terms of the Trust; and hereby ratifies and accepts such Trustees and the terms and conditions of said Trust as fully and completely as if made by the Employer.

**NEW EMPLOYEE – CLAIM PAYMENT COVERAGE.** A new employee shall be eligible for payment of claims originating on or after the 1<sup>st</sup> of the first month of contribution payment. **EXCEPTION** – A new employee who has been covered by the Union's Health and Welfare Fund within the preceding twelve months of their date of hire, and not in continuous coverage prior to new hire, would be eligible for claim payment on claims originating on or after the 1<sup>st</sup> of the first month following their date of hire. (If hired on the 1<sup>st</sup> day of the month, this would be considered the first month.)

**DELINQUENCY.** Notwithstanding anything herein contained, it is agreed that in the event any employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare or Funds created under this contract, in accordance with the rules and regulations of the Trustees of such funds, the employees or their representatives, after the proper official of the Local Union shall have given 72-hour written notice to the Employer of such delinquency in Health and Welfare payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom.

## **ARTICLE IX**

### **WORK WEEK AND OVERTIME**

(a) Five (5) regular scheduled eight (8) hour shifts (exclusive of lunch period of not less than thirty (30) minutes or more than one (1) hour to be granted starting not less than the third or later than the fifth hour of employee's shift). If an employee is scheduled to work, the employee is to be paid for entire day.

(b) Time and one-half (1-1/2) shall be paid for any hours worked over 40 hours in a pay period. Holiday pay and any vacation pay for vacation scheduled at least fourteen (14) days prior to taking it shall count as paid hours worked towards a 40 hour work week. Time and one half (1-1/2) also shall be paid for all hours performed on Saturday, provided, however, that the regular scheduled shift does not extend into Saturday and provided the employee has worked his regular scheduled shift during his normal forty (40) hours Monday through Friday. In the event an employee has absented himself for any reason during Monday through Friday, he will not be prohibited from working on Saturday, but if such employee works he shall receive straight time only for his shift on Saturday.

Any grievance filed by an employee pertaining to this qualification for overtime payment shall be decided by the Steward, a representative from the Union and a representative from the Company. Such decision, based on the facts presented, shall be binding on all parties of the contract. In the event an employee has absented himself during Monday through Friday, he will not be prohibited from working on Saturday, but if such employee works he shall receive straight time only for the first

eight (8) hours of his shift on Saturday. This penalty will in no way affect any overtime earned on any shift actually worked Monday through Friday.

(c) All extra work for non-scheduled hours and non-scheduled days shall be offered to employees by rotation on the basis of seniority, and qualifications. Overtime shall be divided as equally as possible.

(d) Any hours worked on Sunday shall be at double (2) regular rates; however, all Sunday work will be avoided whenever possible and no Sunday work will be offered to an employee who has refused and was not available for work Monday through Friday preceding said scheduled Sunday work. An employee called into work outside his regular shift shall receive a minimum of four (4) hours at the appropriate rate of each time he is called, whether he works or not.

(e) Employee will be given 24 hours' notice if overtime work on Saturday or Sunday is required.

(f) In the event that all classified and qualified employees refuse a particular overtime assignment, it will be assigned to the junior qualified employee not already assigned.

**OVERTIME CALL-IN AND SATURDAY CLEAN-UP WORK.** When an employee is given time off for personal business, it is the responsibility of the employee to call the Plant Manager or his assistant to make himself available for overtime work on Saturday. The Plant Manager must be called before 3:30 P.M., and the employee must leave a phone number where he can be reached. If overtime work is required for Saturday, the Plant Manager will attempt to call the employee one time to ask if he wishes to work. If the employee fails to call before 3:30 P.M., or he cannot be reached by phone, the employee will be considered not available and the next senior man will be asked to work.

Regular clean-up work will no longer be considered maintenance work. Saturday cleaning of the boiler will be handled the same as normal production work.

## **ARTICLE X**

### **HOLIDAYS**

Insofar as possible, holiday work shall be avoided and a schedule will be set up in such a way that holiday work, when necessary, will be distributed among the various employees. Double (2) time shall be paid for all work performed on holidays, namely: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND TWO (2) FLOATING HOLIDAYS (provided the Company receives sufficient notice.) No two employees can be off at the same time on floating holidays without Company's consent. Employees will be allowed to break up one (1) floating holiday into half-days, if desired, (ex. One eight (8) hour floating holiday can be used as two (2), four (4) hour floating holidays) with a five (5) day advance notice and approval.

Employees with 720 accumulated working hours or more seniority will be entitled to holiday pay provided they have worked the last Company scheduled work day before and the Company's first scheduled work day after an observed holiday, unless they are on vacation or absent because of illness, injury, or layoff, provided the absence because of illness, injury, or layoff, did not begin more than seven (7) days prior to the holiday, and provided further that the absence because of illness or injury is substantiated by a doctor's certificate.

This Article shall not apply to any employee designated by the Employer as a Casual Employee.

**ARTICLE XI**

**SICK LEAVE**

Sick leave is an earned benefit. In order to qualify for sick leave in the employee's current anniversary year, an employee is required to have met the following hours-worked schedule in the prior anniversary year:

<b><u>HOURS WORKED</u></b>	<b><u>% SICK LEAVE EARNED</u></b>
1600 HOURS OR MORE	100%
1200 HOURS TO 1599 HOURS	80%
800 HOURS TO 1199 HOURS	60%
400 HOURS TO 799 HOURS	40%
200 HOURS TO 399 HOURS	20%
LESS THAN 200 HOURS	0%

Paid for time, paid by Employer, will count as hours worked for sick leave entitlement.

Sick leave may be accumulated up to 160 hours as described in the following paragraph. Once sick leave is accumulated it is not lost because of the employee's failure to meet the minimum hours specified above. That is, the hours worked test only relates to the earning of sick leave for the upcoming employee anniversary year. Furthermore, in the event the Employer elects to provide a bonus for employees not using any sick leave, this does not reduce their accumulated sick leave.

Each employee employed by the Employer for a period of 12 months and working 1600 hours shall be entitled to two (2) weeks, eighty (80) hours annual sick leave or % of 80 hours as outlined above with full pay during his second year. An employee who has been in the employ of the Company for a period of 2 years and working 3200 hours shall be entitled to four (4) weeks, one hundred and sixty (160) hours or % of 160 hours as outlined above with full pay during the third year less any number of days of sick leave used up during the second year. At each yearly anniversary date after the third year he/she shall have available four (4) weeks sick leave minus any sick leave taken in the preceding year in excess of two (2) weeks. If an employee works less than 1600 hours, he/she earns sick leave based on the above schedule. Sick leave is not to be misconstrued or to be used for receiving pay for temporary absences. If an employee does not bring a doctor's certificate, sick leave pay will not start until second day of absence. Also, the Employer may request a doctor's certificate as proof of any sick claim requiring an employee's absence from work.

An employee is eligible for sick pay only if he/she is absent due to illness two or more consecutive workdays. Sick pay will commence on the second (2<sup>nd</sup>) consecutive workday absent, unless the employee is hospitalized or has outpatient surgery; then, sick pay will commence on the first (1<sup>st</sup>) full day absent.

All employees shall notify the Company by 7:00 A.M. on their scheduled work day of their inability to be at work because of sickness or illness. Payment of benefits under this clause will be supplemental to and not pyramided with, those provided in the Welfare Fund or Worker's Compensation Law payments. No employees shall be entitled to sick leave compensation. Under this clause when the illness or injury is due to willful misconduct, unlawful acts, the employee's intention to injure himself or another, and intoxication or the use of drugs.

Dental hygiene is not covered under sick pay policy.

**Sick Leave Bonus.** Each year an employee(s) shall receive sick leave bonus to be paid at the rate of \$500.00 for zero paid sick days and accident free with no worker's compensation claims, \$250.00 for one paid sick day and accident free with no worker's compensation claims, and \$150.00 for two paid sick days and accident free with no worker's compensation claims.

All sick leave benefits shall not apply to any employee designated by the Employer as a Casual Employee.

## **ARTICLE XII**

### **FUNERAL LEAVE**

In the event of a member of the employee's family, a regular employee with seniority standing shall be allowed a reasonable length of time off, the last which is the day of the funeral, and will be reimbursed for the time lost from his regularly scheduled work shift at his straight time hourly rate. Time off not to exceed three (3) days consecutively shall be granted for the death of a SPOUSE, CHILD, PARENT, BROTHER AND SISTER. Time off not to exceed one (1) day shall be granted for the death of a MOTHER-IN-LAW, FATHER-IN-LAW, GRANDPARENTS, STEP PARENTS, STEP CHILD, BROTHER-IN-LAW AND SISTER-IN-LAW.

This Article shall not apply to any employee designated by the Employer as a Casual Employee.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

(a) **Military Leaves.** - Returning employees shall be credited with full seniority and will be granted the rate currently in effect for the classification.

(b) Employees covered by this Agreement may from time to time be temporarily assigned to other job classifications outside the bargaining unit for periods of less than twelve (12) months without loss of their seniority status in their regular job classifications.

(c) For all leaves of absence for personal reason, approved by the Employer, the period of absence shall be for no longer than ninety (90) days unless the parties agree to an extension, but in no event shall the leave extend beyond one (1) year. An employee while on leave of absence shall not accumulate seniority beyond ninety (90) days while on such leave of absence.

This Article shall not apply to any employee designated by the Employer as a Casual Employee.

#### **ARTICLE XIV**

##### **JURY DUTY**

No deduction will be made from wages due to absence from work because of the following (except for the actual amount of jury and/or witness pay received):

- (1) Examination for jury service.
- (2) Jury service.
- (3) Witness by court subpoena (except as an expert witness).

Employees will report for work, if required by the Employer, immediately after completing such service and work the hours remaining in their scheduled work day.

#### **ARTICLE XV**

##### **SENIORITY**

(a) The principle of seniority shall be respected by the Company.

(b) Seniority shall be separate in each classification. In the event of a necessity to reduce the number of employees in any classification, employees in higher classifications affected by such reductions will have the right to drop to the position of Warehouse and Plant Employee according to their total seniority with the Company, at a rate of pay proportioned to Warehouse and Plant Employees. Warehouse classification seniority will be by total plant seniority.

(c) When an opening occurs in a classification, the employee with the greatest total length of service with the Company shall have the right to bid on said opening. Filling of openings will be decided by seniority, ability and skill. Qualifying ability is defined as the ability to meet the job standards established on the particular assignment by the Company.

All new openings will be posted on the bulletin board for not less than seventy-two (72) hours before being filled. When job is posted, the rate of pay for that job will be shown. Any employee bidding such notice shall sign copy of notice on Plant bulletin board. Any employee bidding on such opening and meeting minimum job standards shall be given an opportunity, within limitations of efficient operation, to prove qualification with a 30-day probationary period and have the rights to

return to past classification. Meeting minimum job standards shall be judged by the Company by giving a written and/or hands-on-job test to each bidding employee.

In the absence of a qualified bidder, the Company reserves the right to assign the junior qualified employee within the unit or, if in the Company's opinion none of the company's present employees are qualified, they may fill such jobs with new employees from any other source available to the Company; provided, however, that they inform the Union of their intention to do so at least two (2) working days in advance in order to allow the Union to refer to them qualified applicants with the understanding that they shall be judged by the same standards of applicants of employment from other sources.

(d) Seniority shall prevail as to the employee's choice of day or night shifts.

(e) Twenty-four (24) hours' notice will be given by the Employer to the employee for temporary layoffs. When rehiring laid off employees, the last man off will be the first rehired, except in case of preparatory work necessary in the resumption of a regular production schedule, at which time seniority and capability of handling duties will be deciding factors of recall.

(f) Seniority of an employee shall be broken or terminated\* when he/she:

1. Voluntarily leaves the employ of the Company.
2. Retires.
3. Is discharged for justifiable cause.
4. Fails to report, in writing or by telephone, his reasons for absence from work, giving reasonable cause, within three working days after his last day of work.
5. Fails to report for work at the close of his leave of absence.
6. Is laid off and fails to report for work within three working days after receiving notice to report to work has been sent to him by the Company, by registered mail, addressed to him at his last known address.
7. Is laid off for a period of one year or more.
8. Furnishes intentional fraudulent, misleading, or erroneous information on an insurance claim, or fails through omission to furnish material facts either as sought on the forms in connection with the illness or injury or material facts which should be revealed.
9. Accepts other employment during a period of sick or medical leave without prior special written permission.

\* Termination of seniority as used in this Agreement shall mean termination of employment.

(g) Employees working for the Company 720 accumulated hours within a 12-month period shall be considered regular employees and placed on the seniority list and their seniority shall date from the start of said (720 hours) working hours or more shall be considered regular employees.

(h) The Employer shall be the sole judge of the competency and efficiency of an employee for the probation period (720 working hours).

(i) If the Company merges any other entity owned by J. D. Streett & Co. or buys out another Employer and merges its operations into this bargaining unit, the bought-out company employees or the merged entity employees' seniority would butt in under the least senior present employee of the current bargaining unit.

This Article shall not apply to any employee designated by the Employer as a Casual Employee.

## ARTICLE XVI

### STANDARD OF CONDUCT

**SHOP RULES SECTION 1.** The Employer may adopt rules and regulations affecting the conditions of employment which are consistent with the terms of this Agreement. Such rules and regulations must be posted in a prominent place in the shop.

There are some uniform standards of conduct of employees which must be maintained.

**SECTION 1-A.** Violation of the following may be considered just cause for discharge:

- (a) Immoral or indecent conduct.
- (b) Leaving place of employment during working hours without permission.
- (c) Theft.
- (d) Intoxication or drinking of any alcoholic beverage during working hours or on premises.
- (e) Fighting (aggressor only).
- (f) Sleeping during normal working hours, with the exception of during break or lunch periods.
- (g) Unauthorized use of drugs on the premises.
- (h) Insubordination in any form.
- (i) Destruction of company property, misuse or unauthorized use of equipment or material. Examples: all phones, forklifts, tools, etc.
- (j) Falsification of doctor's certificate.

- (k) Unauthorized presence on company property.
- (l) Any employee, if suspected, with just cause, of alcohol or drug usage during working hours will be sent to the Clinic for testing by a licensed physician. Refusal to take the test will be considered a presumption of guilt and employee may be discharged.
- (m) The Company has established a Policy against substance abuse, including the use, possession, or being under the influence of illegal drugs and alcoholic beverages and this Corporate Policy becomes a part of this contract.

**SECTION 1-B.** Violation of the following shall result in the penalties as outlined below:

Each disciplinary infraction shall remain in effect for a probation period of one (1) year. Once the one (1) year probationary period has passed for the applicable infraction level, the employee's status shall return to the pre-violation status.

**1st INFRACTION - VERBAL WARNING (DOCUMENTED).**

**2nd INFRACTION - LETTER OF WARNING.**

**3rd INFRACTION - THREE (3) WORKING DAYS (or 24 hours) LAYOFF WITHOUT PAY.**

**4th INFRACTION - IMMEDIATE DISMISSAL WITHOUT NOTICE.**

Employer must submit all warnings of infractions and dismissals and suspensions within 7 days of notification of violation.

- (a) All employees shall make every effort to keep working areas, locker rooms, and lockers provided clean and presentable at all times.
- (b) All members will personally punch their own "time in" and "time out" no more than seven (7) minutes before starting time and seven (7) minutes after quitting time.
- (c) No member shall perform work on his personal automobile unless prior approval has been obtained from his plant superintendent.
- (d) Willful idleness.
- (e) Negligence or carelessness.
- (f) Gambling.
- (g) Smoking except in certain designated areas.
- (h) Failure to obey specific working instructions of the Employer.
- (i) Excessive absenteeism.

- (j) The Employer and all employees shall comply with the rules and regulations required under the National Occupational Safety and Health Act and shall be liable for any penalties assessed for their individual noncompliance.

## ARTICLE XVII

### TERMINATION

Employees shall give the Company one (1) weeks' notice before leaving its employ. The Company shall give an employee one (1) weeks' notice previous to permanently releasing him from employment, except that it reserves the right to discharge employees immediately, without notice, for good and sufficient reason.

## ARTICLE XVIII

### VACATIONS

Vacation is an earned benefit and is administered on a calendar year basis, January 1 through December 31. In order to qualify for vacation in the employee's current anniversary year, an employee is required to have met the following hours-worked schedule in the prior anniversary year:

<u>HOURS WORKED</u>	<u>% VACATION EARNED</u>
1600 HOURS OR MORE	100%
1200 HOURS TO 1599 HOURS	80%
800 HOURS TO 1199 HOURS	60%
400 HOURS TO 799 HOURS	40%
200 HOURS TO 399 HOURS	20%
LESS THAN 200 HOURS	0%

Paid for time, paid by the Employer, will count as hours worked for vacation entitlement.

All employees employed by the Employer for one calendar year and meeting the above hours-worked schedule shall receive a minimum of one (1) week's paid vacation (40 hours), or % of 40 hours as detailed above. Anyone working more than 40 hours per week on a regularly scheduled basis shall be entitled to a vacation based on the regularly scheduled weekly hours. All employees employed by the Employer for a period of two (2) calendar years and meeting the above hours-worked schedule shall receive not less than two (2) weeks paid vacation, but not less than eighty (80) hours pay or % of 80 hours as outlined above. All employees employed by the Employer for a period of eight (8) calendar years shall receive not less than three (3) weeks paid vacation, but not less than one hundred twenty (120) hours pay or % of 120 hours as outlined above. All full-time employees employed by the Employer for a period of twelve (12) calendar years shall receive not less than four (4) weeks paid vacation, but not less than one hundred and sixty (160) hours pay or % of 160 hours as outlined

above. For any employees hired after June 1, 2017, a maximum of three (3) weeks' vacation will be granted.

Arrangements for vacations will be handled by the Plant Superintendent. Choice of vacation periods will be on a seniority basis. Management reserves the right to limit the number of employees on vacation at any given time.

Vacation schedules will be posted from the first week of January to the 15th of March. Vacations are to be picked on a seniority basis; only 1 person at any one time can be gone. However, management may grant additional personnel to be off when staffing levels are sufficient as determined by management. All employees must choose by the 15th of March to guarantee their preferences. Any vacation not picked by the 15th of March will have to be approved by management.

This Article shall not apply to any employee designated by the Employer as a Casual Employee.

## **ARTICLE XIX**

### **UNIFORMS, JACKETS, BONDS, TOOLS AND PHYSICAL EXAMINATIONS**

If Company elects to require employees to wear uniforms, safety shoes or other safety garments or equipment, it shall be at the expense of the Company.

The Company will pay any premium on fidelity bond or other bond if required by the Company. The Company will furnish the tools, equipment and supplies which are required by the Company. The Company will pay for such physical examination it requires of applicants for employment.

## **ARTICLE XX**

### **INTEREST OF COMPANY**

The Union agrees at all times possible, so far as in its power, to further the interests of the Company.

## **ARTICLE XXI**

### **SELECTION OF SHOP STEWARD**

The Employer agrees that the Union may select from the employees covered by this Agreement one (1) employee per shift to act as steward for that shift. In addition to his general duties as an employee of the Employer, the steward's duties are to discuss with members their complaints, aid and assist members in filing complaints on forms provided by the Local Union and forward same to the Business Representative. It is agreed that only one (1) steward will be

authorized to aid and assist members in filing complaints and/or grievances and to pursue such complaints and/or grievances through the grievance, and if necessary, arbitration procedures provided in this Agreement. He is not, unless specifically authorized in writing, to handle any grievances, or interpret provisions of contract, or to call or create work stoppages. If the steward assumes any duties not assigned to him, he shall lose his stewardship and the added protection afforded him in contracts and may be subject to discipline by the Employer without recourse from the Union. The steward shall immediately notify the Business Representative when employees desire special meetings.

## **ARTICLE XXII**

### **UNAUTHORIZED ACTS**

The Union shall not be responsible for the unauthorized acts of any person merely because he is a member of the Union, or because he is represented by the Union, and the Company shall not file any suit against the Union for damages under the Labor-Management Act based on the claim that the Union is responsible for the unauthorized act of any person solely because he is a member of the Union, or because he is represented by the Union. The Company shall be privileged to discipline employees responsible for or engaging in such unauthorized activities, including the right to discharge, which discipline by the Company shall not be the subject of a grievance. In order that the Employer may be apprised of the Officers of the Union empowered to authorize strikes, work stoppages or actions which will interfere with the activities required of employees under this contract, it is understood and agreed that only the Business Representatives of the Union have the power or authority to authorize any such actions; or give the orders or directions necessary to carry out any such actions. Nothing in this clause or contract is to be misconstrued to divest the employees of their right to refuse to cross a lawful primary picket line, and the Company shall not discharge, permanently replace or take other disciplinary action against an employee for refusing to cross a lawful primary picket line.

## **ARTICLE XXIII**

### **GRIEVANCE PROCEDURE**

(a) All grievances must be filed within seven (7) calendar days of date of incident and the parties agree to process such grievances promptly, except in cases where employee is absent due to vacation or sickness. In such cases, employee will have thirty (30) days, or five (5) days after returning to work, to file same grievance.

(b) During the term of this Agreement, the Employer will not cause any lock-outs, nor will the Union cause any strikes, stoppages, or suspensions of work.

(c) The term "grievance" shall mean a dispute or difference involving the application or interpretation of any provision of this Agreement. Should grievances occur, the Shop Steward shall first endeavor to adjust same with the plant management.

(d) If such grievances are not satisfactorily adjusted, or if the Employer has a grievance, the same shall be referred to a Committee for Mediation consisting of two (2) representatives of the Union and two (2) representatives of the Employer. After hearing all evidence, the Committee for Mediation shall render its decision as soon as practicable. Committee for Mediation must render their decision within fifteen (15) days from official notice by REGISTERED MAIL, unless an extension is mutually agreed to by both parties.

This Article shall not apply to any employee designated by the Employer as a Casual Employee.

## ARTICLE XXIV

### ARBITRATION

**Section 1.** In view of the foregoing, if a grievance or dispute is not amicably adjusted in the grievance procedure, the employee or his representative may submit the grievance or dispute for final and binding decision by an arbitrator under the rules and in the manner set out below:

- (a) Within thirty (30) days after completion of subparagraphs (c) or (d) of the grievance procedure above, the party desiring arbitration shall address a written notice to the Company requesting that the grievance or dispute be arbitrated and that the parties may meet within ten (10) days to agree upon an impartial arbitrator. The party requesting arbitration shall submit a list of arbitrators to the Company. If the arbitration involves economic issues or money, directly or indirectly, the request for arbitration must be within ten (10) days from plant management's answer as defined in subparagraph (c) of the grievance procedure.
- (b) If the parties cannot agree upon a third party impartial arbitrator within ten (10) days from the date of the written notice referred to above in paragraph (a), then the party shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service from which the parties shall determine who the arbitrator shall be. The parties shall alternatively strike names until the final name remaining shall be designated as the impartial arbitrator. The party striking first shall be determined by the flip of a coin.
- (c) No arbitrator shall go beyond the interpretation and/or application of this Agreement or the obligation of the parties under this Agreement. It shall in no way be construed that the Board of Arbitration shall have the power to add to, subtract from, or modify in any way the terms of this Agreement.
- (d) If a grievance settlement or arbitrator's decision provides for retroactivity, it is agreed that retroactivity may extend back to the date of the aggrieved incident, except as may be otherwise provided in the decision of the arbitrator for a lesser period of time. Should back pay be awarded, credit shall be given, however, for the earnings during said period, as well as worker's compensation and/or unemployment payments.
- (e) The cost of the arbitration, together with all expenses incurred and authorized by the Arbitrator in connection with the arbitration shall be borne equally by both parties.

- (f) The decision of the Arbitrator shall be final and binding upon the parties hereto. The Arbitrator shall render his/her decision in writing thirty (30) days after the conclusion of the hearing and within ten (10) days if the case involves a continuing liability, unless the parties mutually agree otherwise.

This Article shall not apply to any employee designated by the Employer as a Casual Employee.

## ARTICLE XXV

### GENERAL PROVISIONS

**Section 1.** All employees must furnish the Company with a telephone number where the employee may be reached by telephone as well as their address. The employee is responsible for notifying the Company in the event of a change in telephone number or address. Disciplinary action may be taken for failure to furnish the required information.

**Section 2.** If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid federal or state law, such term or provision shall continue in effect only to the extent permitted by such law. If at any time thereafter, such term or provision is no longer in conflict with any federal or state law, such term or provision as originally embodied in this Agreement shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such validity or unenforceability shall not affect or impair any other term or provision of this Agreement.

**Section 3.** All notices required herein shall be by registered mail, and shall be addressed to the Company as follows:

J. D. Streett & Company, Inc.  
144 Weldon Parkway  
Maryland Heights, MO 63043

**Section 4.** All notices to be given to the Union hereunder by the Company or the employees shall be addressed to the Union as follows:

Automotive, Petroleum, Allied Industries and Airline  
Employees Union, Local 618  
9040 Lackland Road  
St. Louis, MO 63114

**Section 5.** For security and job safety, the Company will implement and maintain photo ID badges for all employees. The ID badges will include location ID and must be worn at all times.

## ARTICLE XXVI

### NON-DISCRIMINATION

The Company and the Union agree that there shall be no unlawful discrimination against any employee or any applicant for employment because of race, color, creed, handicap, age, sex or national origin.

## ARTICLE XXVII

### SUPERVISORY EMPLOYEES

Supervisors shall act in a supervisory capacity only and they shall not perform any work or operation performed by regular workmen or operators at any time whatsoever except on experimental work, in cases of emergency, or for the purpose of instructing an employee or employees.

## ARTICLE XXVIII

### DURATION OF AGREEMENT

**Section 1.** This Agreement shall become effective as of July 1, 2019, and shall remain in full force and effect until June 30, 2022, and thereafter the Agreement shall automatically renew unless at least sixty (60) days prior to June 30, 2022, either party to this Agreement gives written notice to the other party of their desire to terminate this Agreement, in which event this Agreement shall terminate on the 30th day of June 2022, following the giving of such written notice. All rights and benefits of the employees are as a result of this contract and the rights of all employees and the Union cease with the termination of this contract.

**Section 2.** Either party desiring to change (but not terminate) this Agreement shall serve upon the other party written notice of changes desired at least sixty (60) days prior to renewal date of this Agreement, in which event this Agreement shall be automatically renewed for one (1) year.

**Section 3.** Pending negotiations of any proposed amendments or changes in the terms of this Agreement or pending negotiations following notice to terminate as set forth above, this Agreement shall continue in effect until a new Agreement is reached, or until either of the parties hereto serve written notice on the other by registered mail, return receipt requested, that negotiations have terminated. After the serving of such written notice, there shall be no strike or lockout during the following period of fourteen (14) work days, in order to give both parties time to reconsider their decision.

**Section 4.** Notice herein provided shall be by registered mail directed to one of the parties hereto signed by an authorized official of the other party. For the purpose of such notification, notice shall be given at the addresses indicated in Article XXV.

J. D. STRETT & COMPANY, INC.

AUTOMOTIVE, PETROLEUM, ALLIED  
INDUSTRIES AND AIRLINE EMPLOYEES  
UNION, LOCAL 618

BY: James Schuering  
DATE: 6/27/19

BY: Manikava  
DATE: \_\_\_\_\_

BY: [Signature]  
DATE: 6-27-2019