

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PWD NJ/NY, LLC
AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-
CIO
LOCAL 1158

EFFECTIVE AUGUST 1, 2019 — JULY 31, 2022

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - UNION RECOGNITION.....	1
ARTICLE 2 - DUES CHECKOFF	3
ARTICLE 3 - COOPERATION CLAUSE.....	4
ARTICLE 4 - MANAGEMENT RIGHTS CLAUSE	4
ARTICLE 5 - EQUAL EMPLOYMENT	7
ARTICLE 6 - PROBATIONARY PERIOD	8
ARTICLE 7 - TEMPORARY EMPLOYEES.....	8
ARTICLE 8 - SENIORITY.....	9
ARTICLE 9 - DISCIPLINE.....	11
ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE.....	11
ARTICLE 11 - NO STRIKES OR LOCKOUTS.....	14
ARTICLE 12 - UNION BUSINESS.....	16
ARTICLE 13 - HOURS OF WORK.....	17
ARTICLE 14 - BREAK PERIODS.....	17
ARTICLE 15 - OVERTIME.....	18
ARTICLE 16 - FIELD SERVICE.....	19
ARTICLE 17 - HOLIDAYS AND HOLIDAY PAY	19
ARTICLE 18 - VACATIONS.....	21
ARTICLE 19 - SICK DAYS.....	23
ARTICLE 20 - BEREAVEMENT LEAVE.....	23
ARTICLE 21 - JURY DUTY LEAVE.....	24
ARTICLE 22 - WAGES.....	24
ARTICLE 23 - MEDICAL BENEFITS.....	25

ARTICLE 24 - DENTAL INSURANCE.....	25
ARTICLE 25 - LONG TERM DISABILITY INSURANCE.....	26
ARTICLE 26 - LIFE INSURANCE.....	26
ARTICLE 27 - 401(k) PLAN.....	27
ARTICLE 28 - LEAVE OF ABSENCE.....	27
ARTICLE 29 - MILITARY LEAVE.....	28
ARTICLE 30 - WORK RELATED INJURY.....	28
ARTICLE 31 - MISCELLANEOUS.....	28
ARTICLE 32 - WAIVER.....	30
ARTICLE 33 - SEPARABILITY AND SAVINGS CLAUSE.....	30
ARTICLE 34 - MOST FAVORED EMPLOYER.....	31
ARTICLE 35 - DURATION.....	32
APPENDIX A — MINIMUM HIRING RATES	

AGREEMENT

THIS AGREEMENT made and entered into this first day of August 1, 2019, between PWD NJ/NY, LLC, (hereinafter referred to as "Employer") and LOCAL 1158, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO (hereinafter referred to as "Union").

WITNESSETH

WHEREAS, the parties hereto, through bargaining, desire to establish uniform terms and conditions of employment for the employees identified herein during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious and efficient cooperation and mutual benefit.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1 - UNION RECOGNITION

Section 1. Pursuant to the National Labor Relations Board Certification of Election, the Employer hereby recognizes and acknowledges that the Union is the sole and exclusive bargaining agent for all full-time and regular part-time service and installation employees, warehouse employees, and drivers, employed by the Employer at its West Caldwell, New Jersey, facility, including shop employees, parts employees, counter employees, maintenance employees, production coordinators, warehouse delivery coordinators,

loaders, and helpers, but excluding all office clerical employees, managerial employees, sales employees, guards and supervisors as defined in the National Labor Relations Act.

The Employer reserves the right during the term of the Agreement to exclude the Parts department from being covered by the collective bargaining agreement. However, if the Employer exercises this right all bargaining unit members in the Parts Department shall be retained and placed in a bargaining unit position. All warehouse functions shall continue to be performed by the bargaining unit employees.

Section 2. It is agreed that none of the employees within the bargaining unit shall be assigned supervisory duties within the meaning of the National Labor Relations Act. Employees within the bargaining unit may, however, perform lead man duties, which explicitly include conveying management assignments; checking and reporting on the progress of work; inspecting, evaluating and correcting work. It is also recognized that bargaining unit employees have responsibilities for record keeping and related duties in connection with the Employer's computer system which duties are essential to the integrity of the Employer's overall operations.

Section 3. All bargaining unit employees shall be required to join the Union or otherwise pay dues as a condition of employment, after the 30th day of employment. The Union shall admit such employees who desire membership at the initiation fees and at the membership dues prescribed by the Constitution and by-laws of the Union.

Section 4. The Union will indemnify and hold the Employer harmless against any and all claims, demands or other forms of liability which may arise out of, or by reason of, any action taken or not taken by the Employer at the request of the Union in accordance with the provisions of this Article.

Section 5. Nothing contained in this Article shall be construed so as to require the Employer to violate any applicable law.

Section 6. The Employer may apply to the International Brotherhood of Electrical Workers, AFL-CIO for Union Labels.

ARTICLE 2 - DUES CHECKOFF

Section 1. The Employer agrees to deduct from the wages of those employees who choose to become members of the of the Union the appropriate Union dues and remit them monthly to the Union, no later than the twenty-second day of the month in which the dues are deducted, so long as the employee signs an appropriate dues check off form.

Section 2. The Union will indemnify and hold the Employer harmless against any and all claims, demands or other forms of liability, which may arise out of, or by reason of, any action taken or not taken by the Employer at the request of the Union in accordance with the provisions of this Article.

Section 3. Nothing contained in this Article shall be construed so as to require the Employer to violate any applicable law.

ARTICLE 3 - COOPERATION CLAUSE

Section 1. The Union recognizes its responsibilities as the exclusive bargaining agent for the said employees, and agrees to cooperate with the Employer in effecting a good management-labor relationship, in maintaining work schedules without interruption or impairment of work, in maintaining efficiency and quality of workmanship and avoiding absenteeism, tardiness or work stoppages or practices or conduct of any kind which might impair efficient operations of the Employer.

ARTICLE 4 - MANAGEMENT RIGHTS CLAUSE

Section 1. Except to the extent expressly abridged or modified by a specific provision of the Agreement, the Employer reserves and retains all of the rights, powers, and authority that the Employer had prior to the signing of this Agreement, and these rights, powers and authority shall remain exclusively and without limitation within the rights of management. It is agreed that the Employer alone shall have the authority to determine and direct the policies and methods of operating the business, without interference by the Union. Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not abridged by this Agreement include, but are not limited to, the right to close, relocate, consolidate, *merge* or terminate or sell its

business or any part thereof, to discontinue or automate processes or operations; the right to determine the qualifications for new employees and to select its employees; to determine the size and composition of its working force; to determine work schedules upon written notice to the Union; to determine the number and type of equipment, materials and supplies to be used; to hire, promote, demote, transfer, assign, layoff and recall employees to work; to reprimand, discharge, or otherwise discipline employees for cause; to determine job content and the amount and types of work needed; to determine the assignment of work; to schedule the hours and days to be worked on each job and each shift, including overtime; to discontinue, transfer, or subcontract, provided such subcontracting does not result in the layoff of bargaining unit employees, except with respect to the "Paint Department". In the event the Employer subcontracts the paint shop, the Employer agrees to make a good faith effort to place affected employees in bargaining unit positions. If affected employees are not placed in bargaining unit positions, such employees shall receive four (4) weeks severance pay. ;to expand, reduce, alter, combine, transfer, assign or cease any job, job classification, department or operation; to control and regulate or discontinue the use of supplies, equipment, and other property owned, used, possessed, or leased by the Employer; to introduce new, different or improved methods and processes of maintenance, service and operations; to establish work policies, performance and production standards, rules and regulations and to change work policies, rules and regulations, including, but not limited to a drug testing policy, an attendance policy and similar policies; or otherwise generally to manage the business and direct the work force. The Employer shall have the right in its sole discretion to eliminate positions. The Employer's failure to exercise

any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Employer from exercising the same in some other way not in conflict with the express provision of this Agreement.

Section 2. In connection with the establishment of performance and production standards ("Standards") as set forth in Section 1, above, the Employer shall have the right to implement new performance and production standards upon thirty (30) days written notice to the Union. Upon written request by the Union, no later than ten (10) days after the date of Employer notice, the Employer will provide the Union with its basis for the Standards, including any study which the Employer has conducted in support of such Standards. The Employer will also provide the Union with the opportunity to meet to explain the Standards, no later than ten (10) days after the date of receipt of the Union's notice, and will consider any suggestions by the Union with respect to the Standards. The foregoing shall not, however, be used as a basis, in any forum, to preclude or delay the Employer from implementing Standards after the conclusion of the thirty (30) day notice period.

Section 3. Employees shall work as directed by supervisory personnel. Employees may perform duties outside of their classification in the case of emergency, absenteeism, or operating needs where there is priority work in other classifications. If such assignment results in the employee performing work in a higher classification that employee shall receive the higher rate of pay while working at that assignment. If the

assignment results in the employee performing work in a lower classification, that employee shall continue to receive his regular rate of pay. The Employer reserves the right to establish the number of employees and the work methods necessary to perform any activity and to determine which job classification performs any particular job or task.

Section 4. All employees are responsible for maintaining cleanliness in the facility and at any other work site. As needed, employees shall support and perform maintenance activities in the facility.

Section 5. Supervisors may perform bargaining unit work in emergencies, when instructing bargaining unit employees, when the Employer is short-handed because of absences, when bargaining unit employees are unavailable, when done to aid inventory evaluation and where deemed necessary to assure customer satisfaction. Sales personnel may perform bargaining unit work to make repairs and adjustments at Pella stores and at customer job sites, making deliveries, and to help to improve efficiency and promote customer satisfaction.

ARTICLE 5 - EQUAL EMPLOYMENT

Section 1. It shall be the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, gender, handicap or disability, sexual orientation, or any other classification protected by federal, state or local law. The Employer, the Union

and the employees will all cooperate in maintaining a work place free from unlawful harassment and discrimination.

Section 2. It is understood that wherever in this Agreement employees or jobs are referred to in the masculine gender, it shall be recognized as referring to both male and female employees.

ARTICLE 6 - PROBATIONARY PERIOD

Section 1. The first ninety (90) days of employment of any new employee shall be known as the probationary period. The Employer may request an additional thirty (30) days which the Union shall not unreasonably deny.

Section 2. During the probationary period, employees shall be subject to dismissal for any reason and without having recourse to the grievance and arbitration procedure herein provided. Upon completion of the probationary period, employees shall be placed on the regular seniority list and seniority shall commence as of the date of hire.

ARTICLE 7 - TEMPORARY EMPLOYEES

Section 1. Temporary or casual employees may be required from time to time to fill special needs, and will be hired on an as-needed basis and in the sole discretion of the Employer, provided there are no employees in the bargaining unit on lay off when

the temporary employees are hired. In no instance shall a temporary employee be hired for a period exceeding forty-five (45) days, unless the Employer and Union agree to a longer term, which extension the Union shall not unreasonable deny. Temporary employees will not be subject to this agreement. If the Employer elects to retain a temporary employee beyond forty-five (45) days, he shall receive credit for his days worked as a temporary employee towards the completion of his probationary period and towards qualifying for other benefits. No more than four (4) temporary employees shall be employed at any time except if needed due to absenteeism or vacation.

ARTICLE 8 - SENIORITY

Section 1. Seniority based on the employee's employment with the Employer will become effective on the effective date of this Agreement. Employees hired after the effective date of this Agreement will have seniority as of their date of hire if they pass their probationary period. Seniority will only govern for purposes of layoff or recall, and any other provisions specified expressly in this Agreement.

Section 2. In all layoffs, the decision shall be made based upon the employee's skills, abilities and qualifications. Where skills, abilities, and qualifications appear to be equal, seniority will govern.

Section 3. If a new job opens within the bargaining unit, it shall be posted for three (3) days. The job shall be assigned to the most qualified bidder. If there is no qualified bidder within the three (3) day period, the Employer may hire from the outside.

Section 4. Seniority and the employee's rights under this Agreement shall terminate and be lost for any of the following reasons:

- (1) Resignation, retirement or discharge for cause;
- (2) When an employee is laid off for a period exceeding twelve months;
- (3) When an employee fails, on recall from layoff, to report for work within five (5) working days following the receipt of notification by the Employer, such notice to be by certified mail to the last known address appearing on the Employer's records. It shall be the responsibility of employee to keep the Employer informed of his/her current address and telephone number;
- (4) When an employee fails to return immediately upon expiration of an approved leave of absence without good cause acceptable to the Employer;
- (5) When an employee accepts other employment while on an approved leave of absence; and

- (6) If an employee is absent three (3) consecutive days without contacting the Employer directly.

ARTICLE 9 - DISCIPLINE

Section 1. The Employer shall have the right to suspend or terminate non-probationary employees for just cause.

Section 2. An employee contesting a suspension or discharge must file a written grievance directly into Step 2 of the grievance procedure within five (5) working days of the suspension or discharge.

Section 3. Discipline for attendance violations will be on a rolling one (1) year basis.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Any disputes between the Employer and the Union or any member of the bargaining unit, and any and all claims regarding employment provided for under this Agreement or any federal state or local law, shall be exclusively addressed by an individual employee or the Union under the Grievance and Arbitration provision of this Agreement. The term "grievance" shall mean any dispute between the Employer and the Union or between the Employer employee concerning the meaning, interpretation, or application of any provisions of this Agreement, or a condition of employment, or a

claim of breach or violation of any provisions of this Agreement. These disputes or claims shall be settled by the following procedure:

STEP 1: The employee and/or the steward shall make a reasonable attempt to adjust the difference with the employee's immediate supervisor within two (2) working days of the incident causing the grievance.

STEP 2: If no settlement is reached in Step 1, the grievance shall be reduced to writing and presented to the Operations Manager or his designee within four (4) working days of the incident causing the grievance. Within fourteen (14) working days following the receipt of the written grievance, a meeting shall be held, by an Employer representative and the Union to attempt to settle the grievance.

STEP 3: In the event there is no settlement in Step 2, the Union or the Employer may submit the grievance to the American Arbitration Association ("A.A.A") for arbitration under A.A.A's procedures within seven (7) calendar days after the Employer's decision from the Step 2 meeting is received or due.

Section 2. Cost of the arbitration shall be borne equally between the Employer and the Union. Fees associated with requesting an arbitration panel from A.A.A will be borne by the requesting party.

Section 3. The parties agree to any valid award of the arbitrator, and such award shall be final and binding upon both parties and the employee(s). The arbitrator shall have no power to add to or subtract from the provisions contained in this Agreement, including, but not limited to, the rights set forth in Article 4 of this Agreement. The arbitrator shall have no authority to require payment for time not worked except in a discharge or suspension case. In any award of back pay in a discharge or suspension case, the arbitrator must reduce such back pay by all outside earnings and income, including but not limited to unemployment insurance benefits, disability payments, and other employment. This grievance and arbitration clause expire with the expiration of this Agreement.

Section 4. In order to insure the prompt settlement of grievances as close to their source as possible, it is mutually agreed that the above-mentioned steps will be followed strictly in the order listed, that no steps shall be used until all previous steps have been exhausted, and that a failure to follow these steps as set forth herein shall render the dispute non-arbitrable.

Section 5. If the grievance is not appealed for the next step in the grievance procedure within the time specified or within a mutually extended time, the grievance

shall be considered conclusively settled on the basis of the last decision given by the Employer. A settlement reached between the Employer and the Union in any step shall terminate the grievance and shall be final and binding upon the parties.

ARTICLE 11 -NO STRIKES OR LOCKOUTS

Section 1. Since procedures are herein provided for the peaceful settlement of all disputes, differences, problems, complaints, and grievances that may arise under the provisions of this Agreement, it is mutually agreed that the Union will not authorize, encourage, ratify, participate in or condone any strike, work stoppage, slowdown, sympathy strike, sick-out, picketing, concerted refusal to work overtime, refusal to handle goods or perform services, or other concerted interference with the Employer's operations, whether or not such a strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (a) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 10 of this Agreement; or (b) involves a matter specifically referred to or covered in this Agreement; or (c) involves a matter which has been discussed between the Employer and the Union; or (d) involves a matter which was within the knowledge or contemplation of the Employer and the Union at the time this Agreement was negotiated or executed.

Section 2. The Union agrees that it will take immediate action to end any unauthorized strike, work stoppage, slow down, sympathy strikes, sick-out, picketing, concerted refusal to work overtime, refusal to handle goods or to perform services, or

other concerted interference with the Employer's operations and will use its best efforts to induce employees to return to work and discontinue said activities.

Section 3. The failure or refusal on the part of any employee to comply with the provisions of Article 11 of this Agreement shall be cause for immediate discipline, including discharge, and such discipline shall not be subject to the arbitration provisions set forth in Article 10 of this Agreement. The failure or refusal by a Union officer, agent representative, steward or committeeman to comply with the provisions of Article 11 of this Agreement constitutes leading and instigating a violation of said Article, it being specifically agreed that the Union officers, agents, representatives, stewards and committeemen, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Article 11 of this Agreement by reporting to work and performing work as scheduled and/or required by the Employer.

Section 4. In consideration of the Union's commitment as set forth in Sections 1 and 2 of Article 11 of this Agreement, the Employer shall not lock out employees during the term of this Agreement.

Section 5. In the event of an alleged violation of Article 11 of this Agreement arising out of a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 10 of this Agreement, the Employer may institute expedited arbitration proceedings regarding such alleged violation by delivering written or telegraphic notice thereof to the Union and to the A.A.A. Immediately upon

receipt of such written or telegraphic notice, A.A.A shall appoint an arbitrator to hear the matter. The arbitrator shall determine the time and place of the hearing, give telegraphic notice thereof, and hold the hearing within twenty-four (24) hours after his appointment. The fee and other expense of the arbitrator in connection with this expedited arbitration proceeding shall be shared equally by the Employer and the Union. The failure of either party or any *witness* to attend the hearing as scheduled and noticed by the arbitrator, shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of Article 11 has occurred or is occurring, and the arbitrator shall not consider any matter justifying, explaining or mitigating such violation. If the arbitrator finds that a violation of Article 11 of this Agreement is occurring or has occurred, he shall issue a cease or desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Employer and the Union.

ARTICLE 12 - UNION BUSINESS

Section 1. An authorized Union official shall be given the right to enter the Employer's premises for the purpose of investigating grievances or observing working conditions as long as: (a) the Union provides reasonable advance notice to the Operations Manager or his designee, (b) the official first comes to the main office and announces his presence to management, and (c) the Union representative does not in any way disrupt the Employer's operations or the working time of employees.

Section 2. The Union shall have the right to designate two (2) shop stewards and two (2) alternate shop stewards, who may act only in the absence of a shop steward. The authority of a shop steward (and alternate) shall be limited to investigation and presentation of grievances to the designated Employer representative in accordance with the Collective Bargaining Agreement.

ARTICLE 13 - HOURS OF WORK

Section 1. All employees are required to change clothes, clock in and be at their workstation ready to go to work at their scheduled starting time. All employees are required to work until the end of their scheduled shift employees shall not punch in more than five (5) minutes prior to their start time.

ARTICLE 14 - BREAK PERIODS

Section 1. Employees, except as stated below, shall be granted one lunch break lasting forty-five (45) minutes as scheduled by the Employer, for which the employee shall receive fifteen (15) minutes pay. The Employer will also allow all employees a paid fifteen (15) minute break in the A.M. The parts service employees (whose normal schedule is currently 9:00 A.M. to 5:00 P.M.) will have a one (1) hour unpaid lunch and a paid fifteen (15) minute break in the morning and in the afternoon. Drivers *will* have a thirty (30) minute unpaid lunch and a paid fifteen (15) minute break in the morning and in the afternoon.

Section 2. Employees who are required to work more than an eight (8) hour shift will receive a paid fifteen (15) minute break before continuing work.

ARTICLE 15 - OVERTIME

Section 1. Overtime will be paid for all hour's employees actually work over forty (40) hours in any work week at the rate of one and one-half (1.5) *times* their regular straight-time rate.

Section 2. Employees may be required to work a reasonable amount of overtime as assigned by the Employer, provided they are given at least four (4) hours' notice of such overtime, except in the case of emergency. Emergency overtime shall be assigned based on seniority among those with the required qualifications to perform the available work. If employees do not agree to work the overtime, emergency overtime shall be assigned to the least senior qualified employee.

Section 3. Overtime worked on Sunday shall be paid at a double time rate.

Section 4. There shall be no pyramiding of overtime.

Section S. Vacation time and holidays (other than personal days) will be treated as work time for the purpose of computing overtime.

ARTICLE 16 - FIELD SERVICE

Section 1. The Employer reserves the right to require any shop employee to perform field service work. Any employee performing field service work will be paid all traveling expenses such as room and board.

Section 2. Once the Employer installs a GPS system in service vehicles: (1) employees who are required to drive service vehicles from their homes to their first service call will be paid for travel time to their first service call in excess of one-half (1/2) hour, and (2) employees who are required to drive service vehicles from their last service call to their homes will be paid for travel time to their home in excess of one-half (1/2) hour.

ARTICLE 17

HOLIDAYS AND HOLIDAY PAY

Section 1. Full-time employees who have completed their probationary period shall be entitled to holidays falling on a regularly scheduled Monday through Friday work day with pay calculated at eight (8) hours straight-time pay. **Effective January 1, 2020 the holiday schedule is as follows:**

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day
1 Personal Day	New Year's Eve

Section 2. To be eligible for holiday pay, the employee must work and actually remain at work for the full length of time that his services are required by the Employer on the last scheduled working day before and the first scheduled working day following any such holiday.

Section 3. Both the Employer and the Union agree that staffing is paramount. If overtime is necessary on a holiday, the Employer shall first seek volunteers from the qualified job titles. If there are insufficient volunteers, employees in the qualified job titles shall be required to work the holiday in reverse order of seniority.

Section 4. Employees will be paid at their regular, straight-time rate of pay for the holidays, or the day celebrated as such.

Section 5. Hourly employees required to work on holidays shall be paid time double their regular rate of pay for hours worked in addition to the holiday pay.

Section 6. The personal holiday must be scheduled at least seven (7) days in advance.

ARTICLE 18 - VACATIONS

Section 1. During the term of this Agreement, non-probationary full-time employees shall be eligible for vacation with pay in accordance with the following vacation schedule Effective 2020 Vacation will accrue as follows (eligibility shall be on a calendar year basis, except for the first year):

After 6 months	5 Days
After 1 year	13 Days
After 2 years	13 Days
After 3 years	13 Days
After 4 years	13 Days
After 5 years	14 Days
After 6 years	15 Days
After 7 years	18 Days
After 8 years	18 Days
After 9 years	18 Days
After 10 years	19 Days
After 11 years	19 Days
After 12 years	20 Days
After 13 years	20 Days
After 14 years	21 Days
After 15 years	21 Days
After 16 years	22 Days
After 17 years	23 Days

Section 2. The Employer shall approve vacations subject to business and operational considerations. The following procedure shall apply to vacation selection. The Employer shall post by December 1 of the prior year a vacation schedule setting forth the number of openings for vacations in each department in each week during the year. Employees shall submit their vacation choices in writing no later than thirty (30) days after posting. In the case of conflict, employees shall be selected based on seniority. Employees who fail to submit their vacation selections in writing within the thirty (30) day window must thereafter provide fourteen (14) days written notice with respect

to selection of any of the remaining vacation slots, except in the case of Service Technicians, who must provide twenty-eight (28) days written notice. The remaining slots shall be awarded on a first come first serve basis.

Section 3. A maximum of 5 Vacation days may be carried over provided the time is used no later than January 31st of the following calendar year. To receive vacation pay, the employees must submit a written request to their supervisor at least fourteen (14) days in advance of the payday before their vacation, except for Service Technicians who must provide four (4) weeks written request of vacation. Vacation time must be taken in a time period of at least one (1) week, except that one week of vacation for employees entitled to at least two weeks may be taken in individual days upon seven (7) days notice.

Section 4. Vacation pay will be based upon forty (40) hours at the employee's regular straight time rate of pay.

Section 5. When more employees than the Employer can accommodate request the same vacation period, the most senior employees will have first preference, as long as they have provided timely notice under Section 2, above.

Section 6. Employees will be paid accrued vacation time if they cease employment for any reason (voluntary or involuntary) on a pro rata basis calculated based upon their vacation entitlement for current year (determined as of January 1), multiplied by a fraction with a numerator equal to the number of complete months worked and a denominator equal to twelve (12).

Section 7. If a holiday falls during a vacation period, the employee will be paid for the holiday and not counted against the employee's vacation time.

Section 8. An employee may take two (2) individual vacation days under Section 3, without notice, in the case of a documented emergency for illness or accident.

ARTICLE 19 - SICK DAYS

Section 1. Full-time employees will receive five (5) paid sick days per year.

Section 2. Sick leave shall be paid at the employee's regular rate of pay. Such leave cannot be carried over from one year to the next. Any unused sick leave shall be paid the second payroll period in February for the preceding calendar year at the employees' regular hourly rate.

Section 3. If an employee is going to be late or absent for sickness or other reason, he must contact his immediate supervisor at least one-half (1/2) hour prior to the start of his shift.

ARTICLE 20 - BEREAVEMENT LEAVE

Section 1. Full-time employees who have passed their probationary period shall be eligible for up to a maximum of three (3) consecutive days of paid bereavement leave, one day of which must be the day of the funeral, in the event of a death in the

immediate family. The immediate family is defined as spouse, children, parents, siblings and grandchildren. Full-time non-probationary employees shall be entitled to one (1) day of paid bereavement leave, the day of the funeral, in the event of a death of an aunt, uncle, nephew, grandparent, first cousin and in-laws. Proof of death may be required.

ARTICLE 21 - JURY DUTY LEAVE

Section 1. Employees who are summoned for jury duty leave must immediately notify their supervisor. Where appropriate, the Employer reserves the right to attempt to have the jury duty excused or postponed. Full-time non-probationary employees will be paid the difference between their regular straight-time earnings minus the jury pay received from the court (which the employee must document). Employees who are dismissed from jury duty by 12 noon must report to work.

ARTICLE 22 - WAGES

Section 1. Minimum rates are set forth in Appendix A.

Section 2. All new employees shall get a bump of \$.25/hour after six (6) months of employment.

Section 3. All employees employed as of the date an increase goes into effect shall be entitled to the following:

August 1, 2019 3.25%

August 1, 2020 3.25%

August 1, 2021 3.25%

ARTICLE 23 - MEDICAL BENEFITS

Section 1. Medical and Dental insurance benefits will be provided to bargaining unit employees in accordance with the governing Plan terms and conditions, as amended by the Company from time to time in its sole discretion, in accordance with the same Plan terms and conditions that are applied to non-bargaining unit employees. The percentage that bargaining unit employees contribute to the cost of the premiums shall be in accordance with the governing Plan terms and conditions, and at all relevant times shall be the same as non-bargaining unit employees' contribution rates for the corresponding level of benefits. All matters pertaining to employee contributions, plan design, amendment, claims, administration, and/or any other matter pertaining to the Plan shall be governed by the Plan provisions and shall not be subject to bargaining, or the grievance or arbitration provisions of this Collective Bargaining Agreement.

Any employee not currently enrolled is not be eligible to enroll until the open enrollment period. Those currently enrolled will have their employee contributions to the cost of the premiums changed as of the effective date of this Agreement.

Section 2. Employees shall be eligible for medical benefits upon completion of their probationary period.

ARTICLE 24 - DENTAL INSURANCE

Section 1. The Employer will provide a group dental insurance plan for full time, non-probationary employees, with a carrier which the Employer shall designate, the

premium to be paid via payroll deduction at a rate equal to that which non-member employees pay, which shall be duly authorized by the employee as a condition of participation.

ARTICLE 25 - LONG TERM DISABILITY INSURANCE

Section 1. The Employer will provide long term disability insurance through a carrier that it will designate, in the amount of 60 percent of the employee's base income (as defined in the plan), up to age 65, subject to the eligibility and other conditions and requirements, which are set forth in the applicable plan documents, and which shall govern in all respects.

ARTICLE 26 - LIFE INSURANCE

Section 1. The Employer will provide group term life insurance for full-time employees who have passed their probationary period, with a carrier that the Employer shall determine, in the amount specified as follows. Employees who were employed after December 31, 1997, shall be provided with group term life insurance coverage in the amount of their base salary (2080 hours times their straight time hourly rate) up to a maximum of \$50,000. Employees, who were part of the former Lux Home Inc. Employee Pension Trust, which was terminated as of December 31, 1997, will be provided with group term life insurance coverage in the amount they *are* currently receiving or in an amount equal to their base salary (subject to a \$50,000 cap), whichever is more.

Section 2. The Employer will also provide a separate group term life insurance policy of \$10,000 for full-time employees who have passed their probationary period.

Section 3. Eligibility and other conditions and requirements shall be governed by the insurance documents in all respects, e.g., the policies both provide for a reduction in the amount of coverage after the employee reaches age 65.

ARTICLE 27 - 401(k) PLAN

Section 1. The Employer will provide a 401(k) plan for non-probationary employees who meet the hourly and other eligibility requirements of the plan through a provider designated by the Employer. Employees may contribute such percentage of their salary to the Plan as is legally permissible, by duly authorized payroll deductions. Such employee Plan contribution must leave sufficient gross income to cover employee medical and dental contributions and all other required taxes/deductions.

ARTICLE 28 - LEAVE OF ABSENCE

Section 1. Request for personal leave of absence not exceeding thirty (30) working days in a one (1) year period, shall be submitted in writing to Human Resources, and shall be granted by mutual consent of the Employer and the Union. An employee who is absent for a period in excess of the amount of time granted shall forfeit all his rights and privileges under this Agreement, unless the employee requests in writing and receives from the Employer (in its discretion) an additional leave of absence. In the event an employee fails to report back to work upon expiration of said leave, he shall be deemed to have voluntarily terminated his service, unless excused by the Employer.

Notwithstanding the above, the Employer will grant any leave required by law under the New Jersey state FLI, FLA or the federal FMLA in accordance with the requirements of, and to the extent required by, the applicable statute.

ARTICLE 29 - MILITARY LEAVE

Section 1. The Employer will afford an employee time off without pay from employment without prejudice in order to fulfill his/her military service commitment while participating in training activities under military orders to the extent required by law. Request for military leave should be submitted at least two weeks in advance.

ARTICLE 30 - WORK RELATED INJURY

Section 1. If an employee is injured on the job and requires medical treatment on the day of the injury, such employee shall receive his full pay for that day, whether or not he returns to work. The employee must return to work unless the clinic/doctor advises him not to, in which case, documentation may be required. The Employer will provide transportation to the clinic.

ARTICLE 31 - MISCELLANEOUS

Section 1. Employer will develop written job descriptions for informational purposes only, which may be modified from time to time in accord with management rights clause. Employer will provide a copy of all job descriptions to the Union and each employee will receive a copy of his own job description. If there are any changes to job

descriptions, the Employer will provide a copy to the Union and to the affected employees.

Section 2. Employees who interact with the public will be provided uniforms.

All employees will be reimbursed in accord with the Employer's annual allotment for the purchase of safety shoes (one pair).

Section 3. The Employer, Union and Employees agree to maintain a safe workplace in accord with applicable law. To that end, the Employer will maintain a Safety Committee which will meet no less than once each calendar quarter. The Employer shall have five representatives on the Safety Committee which shall be chaired by a Human Resources representative or a qualified management designee. The Union shall have four (4) representatives on the Safety Committee, which shall consist of the Union Shop Steward and a Warehouse, Service and Driver representative designated by the Union. The Safety Committee shall develop appropriate forms for Employees to report concerns about safety. In the event of any serious injury, the Union Shop Steward, or his designee, and the Human Resources, or his designee, shall meet within forty-eight (48) hours of the accident to review the matter and to determine whether any safety steps should be taken pending the next Safety Committee Meeting.

ARTICLE 32 - WAIVER

Section 1. The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area, and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the items herein set forth contain the complete agreement between the parties for the term of this Agreement. The right to present any demands or proposals on any matters, whether or not discussed during the negotiations which led to this Agreement, are hereby waived by the Employer and the Union for the term of this Agreement. Past practices are not recognized unless agreed to by the parties in writing. In addition, the Union hereby waives any right to bargain about any decision made under Article 4 of this Agreement, except to the extent the right to bargain about the effects of such decision exists under applicable law. However, nothing in this clause, precludes the parties from making changes in this Agreement by mutual consent upon written request by one party and written acceptance by the other party.

ARTICLE 33 - SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event any provision of this Agreement shall be finally held to be invalid or unenforceable by federal or state law, the remainder of the provisions of this Agreement shall not be affected thereby but shall continue in full force and effect.

ARTICLE 34 - MOST FAVORED EMPLOYER

Section 1. The Union agrees that if it enters into any contract before or after the execution of this Agreement with another employer performing the same or similar work in the Northern New Jersey - New York metropolitan area containing terms as to wages, hours or conditions which are more favorable to said other employer than the terms or conditions of this contract, then at the Employer's option, said terms shall be incorporated into this Agreement and become supplementary thereto. The Union agrees that it shall provide to the Employer or its representative any agreement entered into with another company in the Northern New Jersey New York metropolitan area performing the same or similar work. A failure on the part of the Employer to insist upon the application of this section, whether said failure is intentional or a result of an oversight, shall not constitute a waiver of the Employer's rights to demand enforcement of this provision on other occasions

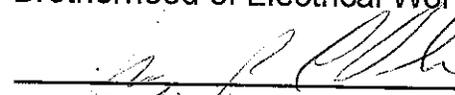
ARTICLE 35 - DURATION

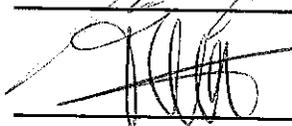
Section 1. This Agreement shall take effect as of 12:00 a.m., August 1, 2019, and continue until 11:59 p.m., July 31, 2022, and from year to year thereafter, unless written notice of termination shall be given by either party to the other at least sixty (60) days prior to the expiration date, or of any annual renewal date thereafter.

PWD NJ/NY, LLC



Local 1158, International
Brotherhood of Electrical Workers, AFL-CIO





APPENDIX A

Minimum Hiring Rates

JOB CLASSIFICATION	8/2019-7/2020	8/2020-7/2021	8/2021-7/2022
Warehouse	\$13.80	\$13.80	\$13.80
Driver Helper	\$11.00	\$12.00	\$13.00
Service Tech Helper	\$12.00	\$12.00	\$13.00
Production	\$12.00	\$12.00	\$13.00
Acces. Spec.	\$13.00	\$13.00	\$13.00
Driver	\$16.50	\$ 16.50	\$16.50
Commercial Coord.	\$13.00	\$13.00	\$13.00
Show Coord.	\$13.00	\$13.00	\$13.00
Parts Counter	\$14.00	\$14.00	\$14.00
Service Tech	\$18.00	\$18.00	\$18.00