

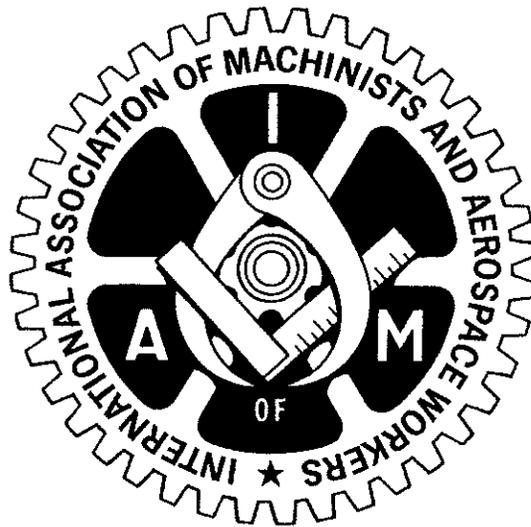
# **AGREEMENT**

Between

**VISHAY MILWAUKEE RESISTOR**

And

**DISTRICT NO. 10 of the  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS, AFL-CIO**



August 18, 2019 — August 17, 2022

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## AGREEMENT

This AGREEMENT made and entered into by and between VISHAY MILWAUKEE RESISTOR, hereinafter referred to as the "Company" and DISTRICT NO. 10 of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, hereinafter referred to as the "Union", is for the exclusive joint use and benefit of the contracting parties as defined and set forth herein.

### ARTICLE I

#### SECTION 1 - RECOGNITION

The Company agrees to and does hereby recognize the Union as the sole collective bargaining agency for the employees of the Company. The term "employee" as used in the Agreement shall include all production, utility, lead and maintenance employees of VISHAY MILWAUKEE RESISTOR at its Milwaukee, Wisconsin plant, excluding office clerical employees, professional employees, guards, and supervisors as defined in the Labor Management Relations Act.

#### SECTION 2

All current and future employees covered by this Agreement have the legal right to become members of the Union and remain members of the Union in good standing during the term of this Agreement or to resign their membership provided written notice is furnished to the Union. Employees will not be discriminated against by either the Company or the Union by reason of their decision to exercise their right to join or to refrain from joining the Union. Summer student employees may be employed if no employees are on layoff or working reduced hours.

#### SECTION 3 - CHECK-OFF

Upon receipt of written authorization from an employee, the employer will deduct from the employee's pay, the dues payable by that employee to the Union. The employer will make bi-weekly deductions from the pay of the employee after receipt of authorization, and similarly thereafter, and transmit to the authorized representative of the Union, the aggregate monthly sum collected, together with an itemized statement showing the source of such deductions. The Union will submit to the employer immediately after signing this Agreement, and thereafter as new authorizations are obtained, a statement of the amount due the Union by each employee who has authorized the deductions.

### ARTICLE II - MANAGEMENT CLAUSE

#### SECTION 1

The management of the works and the direction of the working forces including the right to hire, suspend, or discharge for cause, or transfer and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company subject to the other provisions of this contract.

Management further reserves its right to continue using its best judgment in making decisions affecting the welfare of the Company and its employees in all matters including, but not limited to, those treated in its Employee's Handbook and Policy Manual and all other matters not specifically treated in this Agreement. The Company shall provide each employee with a copy of the Employee's Handbook and Policy Manual within thirty (30) days of the effective date of this Agreement.

During the term of this Agreement, the Company will notify the Union of any changes of policy in respect to wages, hours and working conditions not covered by this Agreement.

### **ARTICLE III - GRIEVANCE PROCEDURE**

Should differences arise between the Company and its employees, either individually or collectively, as to the meaning and application of the provisions of the Agreement, or any other matter pertaining to wages, hours, and working conditions, an earnest effort shall be made to settle any differences at the earliest possible time by use of the following procedure:

- STEP 1: An aggrieved employee shall present his/her grievance to his/her Shop or Department Supervisor either directly or through the Union Committeeperson. The Company will, however, inform the Shop Committee regarding all major issues prior to making a decision with an individual employee.
- STEP 2: If not resolved within twenty-four (24) hours, the employee shall present the same, in writing, with signed statement of Department Supervisor, to a member of the Shop Committee who will in turn present the employee's grievance to the Superintendent of Works Manager, or in his/her absence, to the Assistant Superintendent or Assistant Works Manager.
- STEP 3: If the grievance is not settled in the second step within three (3) working days after presentation, the grievance shall then be taken up between the Shop Committee and a representative of the Union and a designated representative of the Company.
- STEP 4: If a satisfactory solution is not reached within ten (10) working days after the grievance is taken up under Step 3 above, either party may request that the grievance be referred to arbitration providing it pertains to a difference as to the meaning and application of the provisions of this Agreement. If the parties cannot agree whether the particular grievance is so arbitrable, the matter shall be referred to an arbitrator selected by the procedure outlined herein who shall decide first whether the grievance falls within the scope of arbitration before proceeding further. In all cases where the arbitrator determines that such grievance does not fall within the scope of arbitration he/she shall so decide.

In any case, a grievance may not be submitted to arbitration after thirty (30) days following the date upon which the written grievance was presented under Step 2.

If arbitration is requested by either party, the arbitrator shall be selected by a mutual agreement of the Union and the Company. In the event the parties are unable to agree upon the selection of the arbitrator within fifteen (15) days after the notice of request for arbitration is made, the Director of the Federal Mediation and Conciliation Service shall be jointly requested by the parties to submit a list of five (5) persons qualified as arbitrators. From this list the moving party shall strike two (2) names and the other party shall strike two (2) names. The remaining person shall be the arbitrator. After the arbitrator has been selected, it shall be his/her responsibility to conduct a hearing as soon as possible and decide the dispute. The decision of the arbitrator shall be final and binding on both parties to this Agreement.

The function of the arbitrator shall be limited to the specific grievance and he/she shall not have power to add to, ignore, or modify any provision of the contract. His/her decision shall not go beyond what is necessary for determining the meaning and application of the provisions of this Agreement and shall not decide issues not directly involved.

Each party shall bear the expense of preparing and presenting its own case. The cost if any, of the arbitrator and report, and any incidental expenses which are mutually agreed to in advance, shall be borne equally by the parties.

Time limits set forth by this Article may be extended by mutual agreement between the Company and the Union.

## SECTION 2

In the event of an employee being discharged from employment and he/she believes that he/she has not been discharged for just cause, such discharge shall constitute a case under the method of adjusting grievances herein provided. In the event that it should be decided through such grievance procedure that the employee has not been discharged for just cause, the Company shall reinstate such employee with compensation as determined through the grievance or arbitration procedures. Such cases of discharge shall be taken up within ten (10) working days from the date of discharge, and if no action is started within the ten (10) day period, it shall be conclusively presumed that the discharge was for just cause.

## ARTICLE IV - SENIORITY

### SECTION 1

The length of service of an employee in the plant shall determine the seniority of the employee. In the event that more than one employee was hired on the same day, their relative seniority shall be determined on the basis of the alphabetical order of their names (surname first).

### SECTION 2

The principal of seniority shall govern and control in all cases of assignment of shift work, overtime, or choice of vacation period. In the case of shift work or overtime, seniority shall govern, but the person must be capable of doing the job.

When in the judgment of management it becomes necessary or desirable to reduce the total hours worked in a normal week, such reduction shall be accomplished via the following two-step procedure: 1. Temporary voluntary layoff on the basis of the most senior employee to the least senior employee for no less than two (2) weeks and no more than three (3) months in duration. At the end of the three (3) months' duration, the employee will be automatically recalled except in the event, the Company, the Union and the affected employee mutually agree to an extended period of voluntary layoff. Refusal to accept recall will result in loss of seniority unless the employee is temporarily incapacitated due to illness or injury and notifies the Company at the time of recall of such incapacitation. The employee will be afforded sufficient time to return from their illness, subject to the terms of Article IV Section 12 (Leave Section). The Company may require the employee to provide a physician's statement that substantiates the illness or injury. If additional layoffs are necessary: 2. They shall be on the basis of plant-wide seniority.

If the workforce has been reduced to thirty (30) active employees, or less, management may, at its option, reduce the work week to a minimum of thirty-two (32) hours. The number of thirty-two (32) hour workweeks that may be worked in any one calendar year is limited to a maximum of twelve (12) weeks cumulative, unless mutually agreed to between the Company and the Union. Reduction to less than a thirty-two (32) hour work week may only be done with the concurrence of a majority of the active employees in the bargaining unit. Recall will be in reverse order of layoff and may only be done if a normal forty (40) hour work week is in effect.

### SECTION 3

Employees shall be regarded as probationary for the first sixty (60) calendar days of their employment, and if retained beyond the sixty (60), seniority shall commence from the first day of hiring.

#### SECTION 4

An employee's seniority shall be lost for the following reasons:

- A. A voluntary quit or retirement.
- B. Termination for just cause without reinstatement through the grievance procedure.
- C. Absence from work for three (3) consecutive days without notifying the Company (no call, no show), unless a satisfactory excuse, which is acceptable to the Company and the Union is provided upon return.
- D. Failure to return to work within three (3) days following the expiration of a leave of absence or approved extension thereof, as referenced in Section 12.
- E. If an employee has not been actively employed by the Company due to layoff for a period of two (2) consecutive years.
- F. If an employee has not been actively employed by the Company due to an approved medical leave of absence for a period of eighteen (18) consecutive months.

#### SECTION 5

Employees on the seniority list, but on indefinite layoff, shall be given five (5) calendar days in which to report for work after recall notification has been given by the Company. Such notification by the Company shall be by Certified Mail return receipt requested to the employee's last known address. This Section shall not apply to an employee, who by reason of illness or other just cause, is not able to report by the end of five (5) days and so advised the Company prior to the end of said five (5) day period.

#### SECTION 6

Before employees are indefinitely laid off or called back to work, the Chairperson of the Committee shall be given the name and orders of calling or layoff including the reason for such recall or separation, five (5) days prior to the effective layoff or recall. Employees to be laid off indefinitely shall be given not less than five (5) days advance notice of such layoff by the Company, except in emergency situations.

#### SECTION 7

- A. The Company shall keep and maintain a true seniority list of all employees having seniority rights, which list shall be open to inspection by the Committee at all reasonable times.
- B. An up-to-date copy of the above-stated seniority list shall be furnished to the Chairperson of the Committee and to the Business Representative of the Union, every six (6) months (January and June of every year).

#### SECTION 8

Employees shall immediately notify the Company of their proper post office address and telephone number or change of address and/or telephone number, and they shall be given a receipt from the Company that such notice has been given. The Company shall be entitled to rely upon the address shown by its records so obtained.

## SECTION 9

Shop Committeepersons, not exceeding three (3) in number, shall head the seniority list for layoff purposes only. Their employment shall remain in effect as long as the plant is in operation provided that they are capable of performing their respective duties as employees.

Shop Committeepersons shall be compensated at their base pay rate for all time consumed in Union activity with the Company management during regularly scheduled working hours.

## SECTION 10

Each Union member, not exceeding two (2) in number, selected as a delegate to any convention or conference upon request of the Union, shall receive a leave of absence without pay (not exceeding two (2) weeks) for the reasonable period required to act as such delegate. Such leaves of absence shall not affect the employee's seniority rating and at the end of the leave of absence he/she shall be returned to his/her job in accordance with his/her seniority rating and the rate of pay then in effect.

## SECTION 11

Employees other than probationary will be allowed three (3) paid days' time off in the event of the death of the employee's spouse, parent, child, sister, brother, grandfather, grandmother, current father-in-law, current mother-in-law, grandchildren, current brother-in-law, current sister-in-law or stepchildren. In the event of the death of the employee's Spouse or Child the employee will be allowed two (2) additional unpaid days off with no points being assessed per the attendance policy.

The Company reserves the right to demand proof of said death and the relationship of the employee to the deceased.

## SECTION 12

**PERSONAL LEAVE:** Employees who have completed their probationary period shall be eligible to apply for a personal leave of absence. The Company, at its discretion, may grant a personal leave of absence without pay for any reason it deems acceptable for a period of up to thirty (30) calendar days. An employee requesting such leave shall make written application to the Company seven (7) calendar days prior to the desired date of such a leave, unless there was a reasonable cause which prohibited such notice. Any employee taking leave under this Section shall not suffer a loss of seniority. An additional thirty (30) days leave of absence may be granted with the consent of both parties.

At the termination of the leave of absence, the employee will be returned to his/her former classification. If the employee is not capable of performing his/her former job, then the employee will be returned to an equivalent position in line with his/her ability and seniority. In each case, the employee will receive the then prevailing rate of pay for the classification which he/she has been assigned.

Maternity leaves shall be granted at the beginning of the seventh month of pregnancy and extended up to two (2) months after the birth. Earlier maternity leaves may be granted upon receipt by the Company of the written request of the employee's doctor. (Federal and State Family and Medical Leave Law apply).

Seniority shall be accumulative during all leaves of absence.

No leave of absence, except military leaves and medical leaves resulting from an employment connected injury or illness, shall extend beyond a consecutive eighteen (18) month period, at which time the employee shall be terminated. The employee so terminated may be re-employed with seniority reinstated at the request of the Company, with the concurrence of the Union.

Employees on leaves of absence exceeding two (2) weeks duration shall give the Company at least one (1) weeks advance notice of their intention to return to work.

Re-employment after any leave other than a Military leave shall be subject to the employee being capable of doing the work. If there is no job which the employee is capable of doing, the employee will be taken off of leave status and placed on layoff status subject to recall on a seniority basis.

The Company may require a physician's release. Upon written request from the Union, the employee may request an independent medical examiner who will render a final decision. The Company shall pay for the independent medical examiner.

If an employee fails to return to work at the end of a leave, they will be deemed to have quit as of the beginning of said leave.

#### SECTION 13

The Company agrees to post for a full-time utility position for a period of six (6) working days. The posting shall begin at the start of work on Wednesday and end at the completion of work on the following Wednesday. The Company and the Union have agreed to establish a test and selection committee for the purpose of testing candidates who have posted for the full-time utility position. The committee shall be a cooperative effort between the parties for the purpose of selecting qualified candidates for the opening available. This committee will have an equal representation of Union and management members. If in the opinion of the test and selection committee, more than one (1) person is equally qualified for a full-time utility position, seniority shall govern. A probationary period of ten (10) working days will then be given. At the end of the probationary period, management will determine if the person is capable of doing the job on a full-time basis.

#### SECTION 14

Supervisors shall not perform production work or operations normally done by employees within the bargaining unit. However, a supervisor may perform work for the purpose of demonstrating, instruction, experimental, checking work performed by other employees or in an emergency where an employee from the bargaining unit is not available to perform the work and an attempt has been made to secure such an employee:

#### SECTION 15

If an Employee is called for jury duty, he/she must submit a copy of the court summons to their supervisor as soon as the summons is received. An Employee will then be excused and paid the difference between jury duty pay and his/her current straight-time hourly rate up to eight (8) hours per day. An Employee will be expected to return to work after being excused from jury duty. However, if an Employee is unable to complete at least two (2) hours of work, he/she will not be expected to work. Employees assigned to the second or third shift will not be required to work on days they are scheduled to serve on jury duty. Employees will be responsible for providing the Company with documentation showing the income received from the court. Employees will be allowed to retain funds received for travel and meal allowances. All hours spent on jury duty will be considered as hours worked for the purpose of calculating overtime.

ARTICLE V - VACATIONS

SECTION 1

Paid vacation shall be granted to all employees according to the following schedule:

Upon completion of Probationary Period....	3 work days
1 year .....	5 work days
2 years.....	10 work days
4 years.....	12 work days
7 years.....	15 work days
10 years.....	17 work days
15 years.....	20 work days
20 years.....	25 work days

Pay for vacation day will be calculated as follows:

Production/Utility Part-Time (Minimum of eighty (80) utility hours per calendar year)  
Vacation Pay = ((Production rate + Utility rate) ÷ 2) X vacation hours

Production/Lead Part-Time (Minimum of forty (40) lead hours per calendar year)  
Vacation Pay = ((Production rate + Lead rate) ÷ 2) X vacation hours

Utility and Lead Person  
Vacation Pay = Current rate X vacation hours

SECTION 2

- A. An employee who shall enter the military, naval or maritime service of the United States shall receive at the time of his/her leave for such service a proportional vacation in accordance with the foregoing schedule.
- B. An employee returning from military service who receives an honorable discharge and reports for work within ninety (90) days shall receive vacation pay in accordance with his/her accumulated seniority at the time of such return.

SECTION 3

In the event of death of an employee who is entitled to a vacation under the provisions hereof, such vacation pay and earnings due such employee shall be paid to his/her lawful heirs in accordance with the law.

SECTION 4

All employees taking vacation shall receive their vacation pay with their normal payroll.

SECTION 5

Employees with at least one (1) year of seniority who are not on temporary voluntary layoff, or who are discharged or who discontinue service with the Company, shall be paid a pro-rata vacation at the time they leave the service of the Company. Such pro-rata is to be based upon the vacation provisions herein set forth.

SECTION 6

- A. Vacation may be taken one-half (½) day at a time. An employee using this option must give at least one (1) working day notice before the planned vacation.
- B. If fewer than fifteen percent (15%) (rounded to the nearest whole number) of employees are off on any given day, an employee, not scheduled for time off, may call

in and use a vacation day to cover that specific day. Employees who call in after fifteen percent (15%) (rounded to the nearest whole number) employees are off will be subject to the Company's Attendance Policy.

- C. Management, at its discretion, may allow more than fifteen percent (15%) (rounded to the nearest whole number) employees who pre-plan vacation days, time off if there is a sufficient workforce to meet production.
- D. Employees with more than two (2) weeks of vacation may receive payment in lieu of vacation time off at the pay date immediately preceding their anniversary date.

## **ARTICLE VI - HOURS OF WORK AND OVERTIME PROVISIONS**

### **SECTION 1**

- A. For all employees, eight (8) consecutive hours, exclusive of a thirty (30) minute assigned lunch period, shall constitute a standard day's work.
- B. Five (5) consecutive days, Monday through Friday, shall constitute a week's work.
- C. The first (1<sup>st</sup>) shift hours shall be as follows:  
1<sup>st</sup> shift — 6:00 a.m. – 2:30 p.m.
- D. The Company may establish a second (2<sup>nd</sup>) shift operation following one (1) weeks advance notice to the Union and the employee(s) affected. The second (2<sup>nd</sup>) shift will consist of eight (8) consecutive hours inclusive of a twenty (20) minute paid lunch period.
- E. The second (2<sup>nd</sup>) shift hours shall be as follows:  
2<sup>nd</sup> shift — 2:30 p.m. – 10:30 p.m.
- F. Employees assigned to the second (2<sup>nd</sup>) shift will receive a one dollar (\$1.00) per hour shift premium added to their regular rate of pay as referenced in Article VII, Pay Provisions, Section 1.
- G. When a vacancy occurs or a new position is created in the "Production" area/classification, including job opportunities on another shift, the position will be posted for a period of six (6) working days. The posting will include a brief description of the available opening including the classification, shift assignment and the appropriate rate of pay for such assignment.
- H. All interested employees may submit a written application for the posted position to the appropriate Company Representative. For posted "Production" positions the Company will select the most senior applicant to fill the open position. For openings in the "Utility" and "Lead" positions the Company will utilize the selection process as referenced in Article IV, Seniority, Section 13.
- I. During the initial start-up of second (2<sup>nd</sup>) shift operations, it may be necessary to temporarily transfer qualified individuals to assist with the training of new employees. The Company will first seek out volunteers to fill the temporary assignment(s) which will not exceed one hundred twenty (120) days in duration. Employees who transfer to the second (2<sup>nd</sup>) shift for the purpose of training other employees will receive lead pay as referred in Article VII, Pay Provisions, Section 1, for all hours, spent training such employees plus any applicable shift premium. If enough volunteers cannot be found the Company may temporarily transfer the least senior "qualified" employee for a period not to exceed one hundred twenty (120) days in duration.

The Company and Union agree to meet within sixty (60) days to discuss potential issues that may arise due to the implementation of the Agreement referencing second (2<sup>nd</sup>) shift operations.

SECTION 2

Time worked in excess of forty (40) hours in any one (1) work week, shall be paid for at the rate of time and one-half (1½) times the regular rate. Should the work week be shortened by management by closing the entire plant due to heat, snow storm, power outage, et cetera, the work week will be reduced from forty (40) hours by the number of hours closed. The new shorter work week will be used for calculation of overtime. This provision does not apply to a shorter work week caused by "optional" closing (where the employee is given the option to leave due to heat, et cetera).

SECTION 3

A. The following will be recognized as paid holidays:

New Year's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Eve
Memorial Day	Friday following Thanksgiving	* Two (2) Personal Days
Independence Day	Day before Christmas	

\*Applies only to employees with at least one (1) year of service and are subject to the rules described in the employee manual.

B. Probationary employees are not eligible for holiday pay.

C. Part-time employees will be given holiday pay based on the average hours worked per day during the preceding month.

D. To be eligible for holiday pay, the employee must have worked the last scheduled work day before the holiday and the first scheduled work day after the holiday. However, employees who are absent on these days due to regular scheduled vacations, personal days, layoff during the holiday week, illness not exceeding two (2) week's duration, industrial injury, jury duty, being subpoenaed as a witness, or other justifiable reasons, shall receive holiday pay.

E. Personal days may be taken one-half (½) day at a time. An employee using this option must give at least one (1) working day notice before the planned personal time. In cases of emergency, management approval will not be unreasonably withheld.

SECTION 4

All hours worked in excess of ten (10) hours in any twenty-four (24) hour period, all hours worked on Sunday and the holidays designated in Section 3 above, shall be paid for at two times (2X) the regular straight time hourly rate.

SECTION 5

All employees shall be allowed a ten (10) minute rest period during the first half of their work day and a ten (10) minute rest period during the second half of their work day.

SECTION 6

An employee reporting for work on a regularly scheduled work day or as instructed shall be guaranteed a minimum of four (4) hours of work, or four (4) hours pay at his/her regular rate, with double time (2X) for Sundays and Holidays, unless notified not to report at least six (6) hours in advance of the time at which he/she is to start work. The provisions of this Section shall not apply to acts of God or any act beyond the Company's control.

**ARTICLE VII - PAY PROVISIONS**

**SECTION 1**

The minimum rates of pay in effect shall be as follows:

Effective August 18, 2019, forty cents (\$0.45) per hour per wage class as follows:

	PROBATIONARY	REGULAR (AFTER 60 DAYS)
PRODUCTION	\$13.00	\$16.95
UTILITY		\$18.41
LEAD		\$19.13,

Effective August 18, 2020, forty cents (\$0.45) per hour per wage class as follows:

	PROBATIONARY	REGULAR (AFTER 60 DAYS)
PRODUCTION	\$13.00	\$17.40
UTILITY		\$18.86
LEAD		\$19.58

Effective August 18, 2021, forty cents (\$0.45) per hour per wage class as follows:

	PROBATIONARY	REGULAR (AFTER 60 DAYS)
PRODUCTION	\$13.00	\$17.85
UTILITY		\$19.31
LEAD		\$20.03

When a production worker performs utility or lead work, the utility or lead pay will apply. Time must be recorded on special forms and approved by department supervisor and/or plant manager.

Management may fill temporary lead and utility positions in cases of absences due to illness, vacations, or leave of absence for a period not less than one (1) day or greater than five (5) months.

Effective with the first payroll period in January of 2017, employees will be paid by direct deposit on a bi-weekly basis.

**ARTICLE VIII – INSURANCE BENEFITS**

**SECTION 1**

- A. All active employees shall be covered by Short Term Disability (STD) Insurance with benefits to be as follows:

Effective 8/18/16: Pays seventy percent (70%) of gross weekly earnings up to a maximum of one thousand dollars (\$1,000.00) per week, up to a maximum of twenty six (26) weeks.

Coverage shall begin on the seventh (7<sup>th</sup>) day of an accident, illness and/or disability. The Company shall bear the entire cost of this coverage.

Employees will be allowed to voluntarily "bank" up to a maximum of five (5) days of accrued vacation for the expressed purpose of covering the seven (7) day waiting period required by the plan. Any vacation "banked" may not be utilized for any other purpose other than covering the required eligibility period. If an employee does not utilize their "banked" vacation to cover the required waiting period for short term disability benefits they will receive all accrued vacation set aside for such purpose upon termination, retirement or in the event of an indefinite layoff. Participation in "banking" of vacation days will be voluntary.

The Company will continue to provide health insurance coverage during the period of disability or illness for which short term disability (STD) benefits are paid, up to a maximum of twenty-six (26) weeks. The Company and the employee will each be responsible for their portion of the monthly premium cost as referenced in paragraph D. of this section.

- B. The Life Insurance and the Accidental Death and Dismemberment Insurance (AD &D) coverage will be equal to two times (2 x's) the employee's base rate of pay, multiplied by 2080 hours. The Company will pay the entire cost of this coverage.

**Example:** Base rate is equal to \$14.50 per hour  $\$14.50 \times 2080 \text{ hours} = \$30,160.00 \times 2 = \$60,320.00$

- C. Single and Family Group Dental Insurance coverage shall be available for which the Company shall bear 75% of the cost, the employee 25%.
- D. Single and Family Group Health Insurance coverage shall be available for which the Company shall bear 75% of the cost, the employee 25%.
- E. Single and Family Group Vision Insurance coverage shall be available for which the Company shall bear fifty percent (50%) of the cost, the employee fifty percent (50%).
- F. Employees will be eligible for group Long Term Disability (LTD) insurance coverage provided through the employer, subject to the provisions of the plan. The employee will be responsible for the entire cost of the insurance coverage (voluntary participation). In addition, employees who are covered under the group long term disability plan will be eligible for services provided through an Employee Assistance Program (EAP), subject to the provisions of the plan.
- G. Company agrees to pay its share of health and dental premiums for the month of, and the two (2) calendar months after an employee is out due to layoff or other justifiable reasons. In months four, five and six the Company agrees to pay 50% of health and dental premiums. Since the Company pays the premiums one (1) month in advance and deducts the employee's share in the actual month of coverage, an employee will be responsible for their share of the premium for the month in which the leave takes place, plus the following five (5) months. The employee will pay the full cost of the premiums for the seventh and following months. Payments for the seventh and following months must be received by the Company no later than the last working day of the month preceding the month to be covered. (Federal and State Family and Medical Leave Law apply).

## SECTION 2

If at any time any question shall arise relative to any of the provisions of such insurance policy, the Company upon request of the Union, shall exhibit such policy to any employee member of the Shop Committee.

### SECTION 3

New Employees shall be eligible for the above-mentioned benefits upon completion of his/her probationary period.

### SECTION 4

Any revisions or modifications to the Insurance Benefits shall be made only through negotiations between the Company and the Union.

## ARTICLE IX - PENSIONS

- A. The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan, for each hour for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement, to a maximum of forty (40) hours per week for each employee, as follows:
- \$1.20 per hour effective August 18, 2019
- B. The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations, paid personal days, or paid holidays. The Employer shall also make contributions whenever an employee receives severance pay, vacation pay at termination, vacation pay in lieu of time off, or is off work due to a Worker's Compensation Injury/Illness for a maximum period of one hundred (100) hours. All other unpaid time off is excluded from contributions.
- C. Contributions for a new employee are payable at the completion of the employee's probationary period, but no later than sixty (60) calendar days after date of hire. Temporary employees are excluded for a maximum period of ninety (90) calendar days.
- D. The I.A.M. Lodge and the Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan maybe amended from time to time.
- E. The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the Successor collective bargaining agreement fails to renew the provisions of this Pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.
- F. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provision in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

## ARTICLE X - MISCELLANEOUS PROVISIONS

### SECTION 1

Duly authorized representatives of the Union, accompanied by a member of management at the Company's option, shall have access to the Company's plant, buildings and grounds at any time during normal working hours, upon application to the Plant Manager or an officer of the Company.

## SECTION 2

The Union may request the Company to furnish the following reports which are to be furnished within a reasonable time after such request:

- A. Upon request, the Company shall furnish the Union with a list of employees in the various classifications recognized by this Agreement, showing their classifications, their rate of pay, the date of hire and the shift worked.
- B. When hiring new employees, the Company agrees to notify the Shop Committee Chairperson of the names of such employees, the wage rate, the classification, within forty-eight (48) hours of the commencement of employment.
- C. All notices provided for herein and/or required must be made by and between the authorized Union Representative and the Company.

## SECTION 3

Bulletin boards shall be made available by the Company at convenient places as near as possible to the time clock for the posting of notices pertaining to official Union business. Such notices must be approved by management of the Company subject to Grievance Procedure.

## SECTION 4

In consideration of the benefits and protections afforded in this Agreement, the Union warrants that there will be no authorized work stoppage, strike, sympathy strike or slowdown while this Agreement is in force, and the Company will not lock out the employees.

## SECTION 5

In the event that any Section of this Agreement is determined to be contrary to law, the Agreement shall be null and void with respect to that Section only and the balance of the Agreement shall remain in full force.

## SECTION 6

During the performance of this contract, both parties agree that they will not discriminate against any qualified applicant for employment, or employee because of sex, age, race, religion, color, national origin, or sexual preference.

Both parties to the Agreement will take responsibility to insure that qualified applicants and employees are employed and that they are treated during employment without regard to their sex, age, race, religion, color, disability, national origin, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement; and selection for training. The employer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

In order to insure full and continuous employment for all employees to establish equal opportunity in all phases of the work situation, both parties to this Agreement will abide by the requirements of the EEOC regulations of the city, state or federal government agency which are contained in the contracts which the employer has legally executed with a city, state or a federal government agency, and under which he has promised performance.



SECTION 7

A. The provisions set forth in this section are based upon the loss of jobs due to a merger, consolidation, transfer of work from the Milwaukee Resistor Facility located at 8920 West Heather Avenue, Milwaukee, WI or as a direct or indirect result of a permanent plant closure or partial discontinuance of product line or department which results in the indefinite layoff of an employee covered by this agreement.

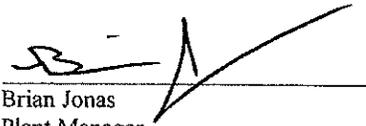
B. An employee who suffers loss of employment in accordance with Section A. shall receive one (1) week's pay for each year of service with the Company, up to a maximum of eight (8) weeks. Severance pay will be determined based upon an employee's current weekly straight-time earnings immediately prior to separation. Severance will not be paid in the event an employee is terminated for just cause or as a result of a layoff for lack of work.

ARTICLE XI - DURATION

This Agreement may be changed or modified with the written consent of both parties. This Agreement signed this 16th day of July, 2019, is effective as of the 18th day of August 2019, and shall remain in effect through the 17<sup>th</sup> day of August 2022, and thereafter until either party serves a sixty (60) day written notice on the other specifying a desire to modify or terminate this Agreement. Should neither party give such sixty (60) day written notice, this contract shall remain in full force and effect until such notice is given and for sixty (60) days thereafter.

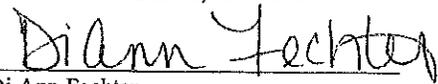
**For the Company:**

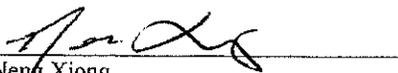
VISHAY MILWAUKEE RESISTOR

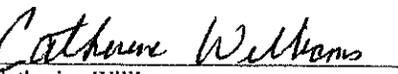
By:   
Brian Jonas  
Plant Manager

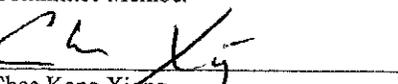
**For the Union:**

DISTRICT NO. 10 of the  
INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND  
AEROSPACE WORKERS, AFL-CIO

By:   
Di Ann Fechter  
District 10 Business Rep

By:   
Neng Xiong  
Committee Chairperson

By:   
Catherine Williams  
Committee Member

By:   
Chee Kong Xiong  
Committee Member

