

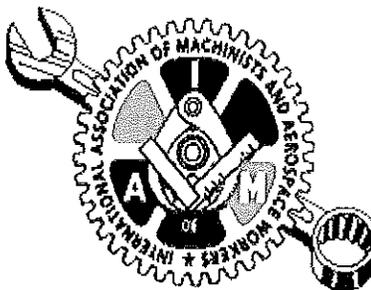
AGREEMENT

between

BROADWAY FORD TRUCK SALES, INC.

and

***DISTRICT NO. 9, INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS***



SEPTEMBER 1, 2019 – AUGUST 31, 2022

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A G R E E M E N T

THIS AGREEMENT by and between BROADWAY FORD TRUCK SALES, INC., herein referred to as the "Company" and INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT NO. 9, herein referred to collectively as the "Union".

Status of Agreement

This Agreement supersedes and cancels any and all previous Agreements, verbal or written, between the Employer and the Union or individual and constitutes the entire Agreement between the parties and concludes all collective bargaining negotiations for the term of this Agreement, except as specifically provided herein. This does not prohibit the parties from meeting to discuss and mutually agree on how to handle problems which may develop during the life of this Agreement.

ARTICLE 1

Recognition

The Company recognizes the Union as the exclusive bargaining agent for all Leadmen, Mechanics, Journeymen Mechanics, Helpers, Apprentices and other persons using the tools of the trade as employed by the Company in St. Louis, Missouri relative to rates of pay, hours of work and other conditions of employment; but excluding all office, clerical and secretarial employees, service advisors, employees represented by another labor organization, parts department employees and all supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

Section 1. Service Department Helper.

The Service Department Helper shall be able to perform the following operations or tasks:

1. Transmission flush & fluid service, lube, oil, filter, coolant flush & fluid service, power steering flush & fluid service, brake system flush & fluid service, differential and/or transfer case flush & fluid service, induction system cleaning.
2. Wheel balancing and tire rotation, rotate wheels, change tires, wheel alignment and wheel bearing repacking on $\frac{3}{4}$ ton or below.
3. Service or repair air cleaner and element.

4. Fuel filter cleaning or replacement of filter (excluding gas tank or major component removal).
5. Water hose replacement.
6. Clean or replace PCV valve.
7. Replace exterior and interior bulbs, lens, and light switches, align exterior bulbs or lamp, replace head lamp and tail lamp assembly (unless complex disassembly is involved).
8. Clean or replace batteries and cables.
9. Adjust and replace external drive belts.
10. Clean or replace wiper blades.
11. Headlamp alignment and restoration.
12. Repair and replace exhaust system and components (excluding any drivability problems).
13. Replace cigarette lighter and powerplug sockets and elements, clock R&R.
14. Replace voice modules, chimes, turn signal flashers, and emergency flasher units so long as no programming is required.
15. Fuse replacement.
16. Weatherstrip replacement.
17. Apply rustproof, undercoat, fabric sealant, sand, mask, polish, strip, wash cars, and generally assist any technician who is working directly with him or her; installation of accessories (which does not require the Helper to make significant modifications or alterations to the vehicle).
18. Install or replace aftermarket and simple exterior moldings and stripes.
19. Service or replace cabin air filter.
20. Drive trucks and other vehicles in connection with their work to perform their work.

21. Replace brake pads or shoes and machine on $\frac{3}{4}$ ton or below. Machine or replace rotors & drums on $\frac{3}{4}$ ton or below.
22. Disassembly and re-assembly of bumpers & exterior panels and their reinforcements, lamps and lighting that are mechanically attached, prime parts, cut in paint color in door jams, fender edges, under hood and in trunk.
23. Injector flush.
24. Repair or replace wheel cylinders and calipers on $\frac{3}{4}$ ton or below.
25. Reset service reminders with scan tool.
26. Perform mileage based maintenance, provided the work falls within the Helper scope of duties.
27. Spark plug replacement without major component removal and does not allow spark plug replacement on 5.4 litre 3-valve engines.
28. Key and FOB programming.
29. State inspection and/or emissions testing.
30. Perform new vehicle PDIs for 550 Series or below (this does not apply to Quick Lane Helpers).
31. A/C services that are considered maintenance items only (BG Fresh & Cool or equivalent).

In no instance shall a Helper be directed to use another employee's tools without his or her permission.

For new-hire Helpers after September 1, 2013, starting rate at \$10.00 for first six (6) months; thereafter, 50% of Journeyman pay (and 50% of any applicable nightshift differential). \$34.50 per month in Pension Contribution. Employer may hire one (1) Helper for each three (3) Journeymen (including Apprentices) (does not apply to Quick Lane); however, Employer may always have at least one Helper. Helpers shall receive Health and Welfare as provided to Journeymen. Further, no Journeymen employed as of September 1, 2013, can be forced to downgrade to a Helper.

Section 2. Lube Technician (Full Time).

1. 40% of Journeymen pay.
2. \$34.50 per month in Pension contribution; H&W as provided to Journeymen.
3. No more than three (3) individuals classified as Lube Technician at any one time (does not apply to Quick Lane).
4. Duties will be those consistent with performing:
 - a. Lube/Oil/Filter change.
 - b. Tire Rotations; Tire Pressure and Maintenance Reset, Mount and Balance Wheels/Tires.
 - c. Air and Cabin Filter Service.
 - d. Light bulbs.
 - e. Batteries.
 - f. Shop Maintenance.
 - g. Wiper Blades or Inserts.
 - h. Fuel Filter Replacement.

ARTICLE 2

Union Security

All employees who are members of the Union as of the effective date of this clause shall, as a condition of employment, maintain membership in good standing in the Union for the duration of this Agreement. All other employees after the thirty-first (31st) day following the beginning of their employment or the effective date of this clause, whichever is the later, shall as a condition of this Agreement become members of the Union and shall maintain such membership in good standing for the duration of this Agreement.

ARTICLE 3

Voluntary Check-Off of Union Dues

The Company agrees during the life of this Agreement to deduct from the pay of those employees who authorize and direct the Company in writing, the monthly Union membership dues levied by the Union in accordance with the Constitution and By-Laws of the Union and the provisions herein and forward same to reach the Union Office not later than the tenth (10th) day of each following month.

ARTICLE 4

Union Representation

Section 1. The members of the Union may elect from the employees of the Company a Shop Steward to act in their behalf provided, however, that such activity on the part of the Shop Steward shall not interfere with the normal and regular operations

of the Company. The Union agrees to advise the Company in writing of the name of the Shop Steward who has been so authorized to act in behalf of the employees and to notify the Company when changes are made.

The Chief Shop Steward shall be elected by the entire membership but shall be a day shift worker. If a Night Shift Committeeman is needed, he shall be elected by the entire membership and be a night shift worker.

Section 2. The duties of the Shop Steward(s) are to handle all alleged grievances, disputes or Agreement violations with representatives of the Company. He will be charged with the responsibilities of guiding employees in accordance with the provisions of this Agreement.

Section 3. The Shop Steward will, before handling any grievance, first notify his department supervisor (or the individual acting in his stead) of such activity. Upon completion of handling the grievance, the Shop Steward shall notify his department supervisor of his return to work. The processing of grievances shall be handled expeditiously in order that the normal schedule of work operations is not interfered with.

- a. When a contract dispute arises, the alleged violation of the contract will be discussed between the alleged Aggrieved and the Steward "off the clock". Make up time will be allowed. In meetings with the Company personnel, in accordance with Article 13, Grievance Procedure and Arbitration, the employees will be paid when time card is initialed by a manager. It will be a violation of this Agreement to discuss Union matters while "clocked" on a customer repair order.
- b. Time spent in mediation or arbitration will be time "off the clock".
- c. Time spent in Union negotiations will be time "off the clock".

Section 4. The Business Representative or any other authorized representative of the Union may attend any meetings between the Company and the Shop Steward provided the Company Service Manager is notified the previous day of the intention of the Union Representative to attend such a meeting.

Section 5. Properly accredited representatives of the Union shall have access to the premises of the Company during working hours to transact Union business; provided they will have first notified the Service Manager (or individual acting in his stead) that they desire to conduct such business; and further, that such activity will not interfere with the normal operations of the Company.

Section 6. Bulletin Board. The Company shall furnish a bulletin board which the Union may use for the posting of notices which are restricted to official Union business only.

ARTICLE 5

Functions of Management

Section 1. The management of the operations and the direction of the working force and of the affairs of the Company, including but not limited to the right to hire, assign, transfer, make shop rules, discipline for just cause, promote, demote, transfer operations or to cease operations, in whole or in part, and the right to relieve employees from duty because of lack of work, are vested exclusively in the Company except as expressly restricted by the terms of this Agreement. The functions of this entire Article shall be subject to the Grievance Procedure.

Section 2. It is recognized as vital to the interests of both the Company and the employee that the Company keep a safe, competitive position in the motor vehicle industry, that this cannot be accomplished without a control of costs in repair and parts service, that this cost control necessitates careful management and the exercise of skilled judgment and planning on the part of the Company. All rights necessary to carry out these principles of management are reserved by the Company.

Section 3. In all collective bargaining, it is to be recognized as a guiding principle that it is the distinctive function of the Company to render repairs, maintenance and care of customers' equipment, and that keeping this service prompt and at the highest possible standards of quality vitally influences the Company's new vehicles sales on which the success and future of the Company depends.

Section 4. In the event of a decrease of the working forces because of layoffs, all work customarily performed by the Company with its own employees covered by this Agreement shall continue to be performed by such employees.

ARTICLE 6

Hours of Work

Section 1. The normal work schedule shall consist of five (5) consecutive days of work of eight (8) hours each, exclusive of the eating period in the five (5) day period Monday through Friday and Tuesday through Saturday with a 3:30 p.m. cut-off on Saturday.

Section 2. The Employer shall have the right to incorporate a shift consisting of four (4) ten (10) hour days.

Section 3. A regular day shift shall constitute eight (8) consecutive hours excluding the lunch period. The starting time of a regular day shift shall be a designated time between 6:00 a.m. and 9:00 a.m., subject to the following:

- a. Management has the sole responsibility for determining the number of employees and the classification required on each separately established shift starting times.
- b. Leadmen may be started between one (1) hour before and one (1) hour after the starting time of any regular shift at the discretion of the Company.

Section 4. Any shift starting between 9:01 a.m. and 6:00 a.m. shall be considered a night shift except for leadmen who may be started between one (1) hour before and one (1) hour after the starting time of such shift at the discretion of the Company.

Section 5. The eating period for the established day and night shift shall be one-half (1/2) hour.

Section 6. When there is a reduction in work, the working force will be controlled by layoff according to the seniority provisions of this Agreement so that the work schedule will not fall below forty (40) hours. This provision on a forty (40) hour work schedule may be superseded by any other provision mutually agreed upon and entered into between the Company and the Union.

Section 7. Employees who are to be laid off will be given as much advance notice as possible. However, a minimum notice will not be less than three (3) working days, except that no notice will be given in case of written voluntary waiver or under situations caused by conditions beyond the control of the Company, including an employee's absence from work; such notice shall be given during the first half of the affected employee's shift.

Section 8. If a regular employee performs any work in a given workweek, he shall be guaranteed a minimum of forty (40) hours work for that week provided he is available for work and presents himself for work. An employee shall be considered to be a regular employee after he has been in the employ of the Company for ninety (90) work days. The guarantee shall be proportionately reduced by an employee's voluntary absences. The weekly guarantee in holiday weeks shall be a minimum of thirty-two (32) hours of work in addition to the paid holiday of eight (8) hours, except where the holiday falls outside the workweek. If an employee refuses any work which may be offered to him, he shall forfeit his right to this guarantee. It is expressly understood that this guarantee shall not interfere with the Company's right to discharge employees for just cause. However, a regular employee recalled to work after a layoff shall be guaranteed only those hours remaining in the standard workweek. This shall not be used to defeat the guaranteed workweek.

Section 9. For employees hired after September 1, 2013, the first shift starts between 6:00 a.m. and 11:00 a.m.; shifts starting between 11:01 a.m. and 5:00 p.m. shall receive \$.25 per hour; shifts starting between 5:01 p.m. and 11:01 p.m. shall receive \$.45 per hour.

ARTICLE 7

Overtime

Section 1. For the purpose of computing overtime payment, the workweek shall be considered to begin at 12:01 a.m. Monday morning.

Section 2. Employees will be required to complete forty (40) hours of work (40 hours reduced by holiday and vacation pay) before overtime pay is earned. If late/off on personal time or any time not paid by the terms of this Agreement should exceed 48 hours in one calendar year (January 1 through December 31), the Company may require employees to make up the time missed within a thirty (30) day period at straight time wages. Days missed in conjunction with an extended paid sick leave benefit will not be counted as unexcused absences.

Section 3. When the above guidelines are met, two (2) times the base rate shall be paid for all hours worked on Sundays and on the following holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day and Christmas Day.

Section 4. The decision to require all overtime work shall be at the discretion of the Company; if it is to be worked, it will be offered by classification to the most senior qualified employee in each classification as required by Employer; if insufficient volunteers are obtained or if all employees are required, it will be forced from the least qualified senior up as required by Employer in which case it is mandatory. Saturday work is rotated within a given classification but is mandatory. Further, if a given employee is required to stay past their normal working day to complete a given task or job, then such overtime is mandatory.

ARTICLE 8

Wage Rates and Job Classifications

Section 1. The wage rates provided for in this Agreement are considered minimums such that the Employer may pay higher wages or not, implement incentive systems, commission plans or other compensation arrangements or not, or modify, alter or delete the same, at its sole discretion, none of which shall be subject to the Grievance Procedure of this Agreement. The following wage increases for Journeymen shall apply as follows:

| Effective <u>11/22/19</u> | Effective <u>9/1/20</u> | Effective <u>9/1/21</u> |
|------------------------------|----------------------------|----------------------------|
| \$0.75 | \$0.50 | \$1.00 |

These increases shall not apply to new-hire Helpers hired on or after September 1, 2013. (See Article 1, Section 1 of this Agreement).

Effective December 1, 2013, employees subject to the following wages shall also receive the following productivity incentive based on the following scale:

| Productivity Incentive based upon Company's historic <u>calculation of productivity</u> | Incentive % of gross wages <u>that month</u> |
|---|--|
| 82 | 1.00% |
| 83 | 1.25% |
| 84 | 1.50% |
| 85 | 1.75% |
| 86 | 2.00% |
| 87 | 2.25% |
| 88 | 2.50% |
| 89 | 2.75% |
| 90 | 3.00% |

A. Journeymen Mechanics shall receive the following wages:

| Effective <u>11/22/19</u> | Effective <u>9/1/20</u> | Effective <u>9/1/21</u> |
|------------------------------|----------------------------|----------------------------|
| \$26.20 | \$26.70 | \$27.70 |

Leadmen Mechanics shall receive an additional twenty-five cents (25¢) per hour.

Any work that is upsold be a Journeyperson Automotive Mechanic Technician will be performed by that individual.

No Journeymen may be laid off while a Helper, Specialist or Lube Technician are still employed in other than the Quick Lane.

Section 2. Night Differential. An employee who is assigned to a regular night shift shall receive a shift differential of ten percent (10%) of his established hourly rate; however, such differential shall not exceed \$1.00 per hour. It is expressly understood that said differential shall not apply to first shift employees working overtime.

Section 3. Apprentices. The following wage scale shall apply to all Apprentices:

| | Effective <u>11/22/19</u> | Effective <u>9/1/20</u> | Effective <u>9/1/21</u> |
|------------------|------------------------------|----------------------------|----------------------------|
| Start at 60% | \$15.72 | \$16.02 | \$16.62 |
| 6 Months = 65% | \$17.03 | \$17.36 | \$18.06 |
| 12 Months = 70% | \$18.34 | \$18.69 | \$19.39 |
| 18 Months = 75% | \$19.65 | \$20.01 | \$20.78 |
| 24 Months = 80% | \$20.96 | \$21.36 | \$22.16 |
| 30 Months = 85% | \$22.27 | \$22.70 | \$23.55 |
| 36 Months = 90% | \$23.58 | \$24.03 | \$24.93 |
| 42 Months = 95% | \$24.89 | \$25.37 | \$26.32 |
| 48 Months = 100% | \$26.20 | \$26.70 | \$27.70 |

The employment and the conditions associated therewith shall be in accordance with the Automotive Mechanics Apprenticeship Standards.

It is commonly understood that no company can absolutely guarantee an apprentice continuous employment throughout the term of his apprenticeship. In recognition of this fact, it is agreed by all parties to this Agreement that the Company agrees in event it employs apprentices, it will provide said apprentice with continuous employment so long as the ratio of journeymen is maintained for each apprentice. One (1) apprentice may be employed for each five (5) journeymen employed in the shop, but in any event, one (1) apprentice may be employed in the shop. Apprentices shall accumulate seniority from date of hire and shall be laid off and recalled with journeymen in accordance with seniority. Except when an apprentice is hired out of the ratio of one (1) apprentice to five (5) journeymen, he shall be notified in writing by the Company at time of hire that he is being hired out of ratio; and if there is a journeyman hired after him, the journeyman would have seniority on him for layoff purposes only. Once the apprentice out of ratio becomes within the ratio of one (1) apprentice to five (5) journeymen or becomes a journeyman, he does have seniority from his date of hire and falls ahead of those journeymen hired after him. A copy of the letter is to be sent to the Union at the time of hiring.

Section 4. All apprentices will pay the full cost of their tuition for schooling. When receipt is presented to Employer, the apprentice will be refunded 25% of the cost. Upon completion of the semester, if the apprentice receives a grade of "C", he will be reimbursed an additional 25%; upon receipt of a grade "B", he will be reimbursed an additional 50%, or upon receipt of a grade of "A", he will be reimbursed an additional 25%.

Apprentices that leave/quit before completion of apprenticeship forfeit any reimbursement and are subject to repaying the Company any monies received as follows:

Within 1 year -- 100%

Within 2 years -- 50%

Any pay due such employee will be subject to these deductions.

Section 5. Specialist. The Union and the Employer agree to establishment of a Specialist classification for the purpose of performing only special repair operations listed below. The Employer may hire one (1) Specialist Mechanic for every three (3) class A Journeyman Mechanics (including apprentices). The Specialist pay rate shall be 55% of Journeyman rate during their probation period and 70% of Journeyman rate (and 70% of any applicable nightshift differential) after their probation period. Employer may always have at least one (1) Specialist. Specialists shall be considered a separate seniority classification and shall bid shifts separately from Journeymen. No Journeyman employed as of September 1, 2013, can be forced to downgrade to a Specialist.

The Specialist Mechanics shall be able to perform the following operations or tasks and any Helper work (See Article 1, Section 1):

1. State and DOT inspections; PDI's and perform basic visual inspection.
2. Transmission flush & fluid service, lube, oil, filter, coolant flush & fluid service, power steering flush & fluid service, brake system flush & fluid service, differential and/or transfer case flush & fluid service, induction system cleaning.
3. Wheel balancing and tire rotation, rotate wheels, change tires, wheel alignment and wheel bearing repacking.
4. Air cleaner and element cleaning or replacement or service or repair.
5. Fuel Filter cleaning or replacement of filter.
6. All water hose replacement, radiator R&R (no heater core R&R).
7. P.C.V., throttle body and injectors – clean or replace.
8. Exterior or interior lens or bulb and light switches, repair, replacement and adjustments.
9. Battery and/or cable replacement or cleaning. Test charging system, battery and cable.

10. Check timing, pull diagnostic codes, minor adjustments and A.C. and accessories installation. Spark plug replacement, but excluding 5.4 liter 3 valve engines.
11. Replace shocks or struts, ball joints, load leveler shocks or struts, suspension, air bags.
12. Rattles, squeaks, door or and manual window adjustments and alignment, wind noises, water and dust leaks.
13. External drive belt adjustments or replacements.
14. Windshield washer pump, wiper transmission, wiper motor and/or blade cleaning or replacement, providing major components need not be removed.
15. Flushing and refilling cooling systems.
16. Speedometer cable and housing lubrication or replacement providing cable can be removed without disassembling or removing any other component.
17. Horn, horn relay, horn ring or button replacement.
18. Headlamp alignment.
19. Door and door lock adjustments and/or striker adjustments and replace power actuator.
20. Exhaust system replace or repair, and heat riser replace or repair.
21. Replacement of cigarette lighter sockets and elements, clock R & R (providing these can be replaced without removal of major components).
22. Turn signal flasher, voice modules, chimes, and emergency flasher unit. Removal and replacement only.
23. Fuse and fuse assembly replacement.
24. Radio, speaker, antenna installation, removal and replacement, providing major components need not be removed.
25. Exterior and interior mirror replacement.
26. Weatherstrip replacement.

27. Rustproof, strip, sand, mask, polish, change tires, wash vehicles, and assist any technician as requested by that technician.
28. Adjust brakes and manual clutch. Replace brakes, clutches, water pumps, R & R transmissions and differentials. Machine or replace rotors and drums. Replace brake pads or shoes and machine. Repair or replace wheel cylinders and calipers.
29. Install and repair aftermarket burglar alarm systems.
30. Alternator or generator replacement.
31. Power steering maintenance services.
32. Any work on internal Repair Orders (RO's), excluding internal engine, transmissions, or differential work.
33. New vehicle check-in.
34. Tire work.
35. New vehicle prep.
36. Exhaust systems replacement or repair.
37. Pick up, delivery or road test vehicles excluding post-repair road test of work a Journeyman has done.
38. Extract broken grease fittings when they can be removed with use of special tools or use heating torch to heat parts that will not take grease.
39. A/C compressor repair and/or replacement.
40. Power steering repair and/or replacement.

Section 6. Pay Date. Employees covered by this Agreement shall be paid once each week on a designated day. An employee shall be paid all wages earned by him upon his date of termination by layoff or discharge.

ARTICLE 9

Tool Allowance

Effective September 1, 2019, tool allowance will be \$150.00. Effective January 1, 2020, tool allowance will be \$225.00 per year.

All employees must have one (1) year of employment with the Company to qualify for tool allowance. Receipts for tools purchased are required.

Each mechanic will be required to provide at his/her own expense the following tools:

- 1/2" impact;
- drop light;
- flashlight;
- safety glasses;
- floor creeper;
- welding gloves;
- ear muffs;
- air drill;
- 1/2" torque wrenches;
- micrometer;
- dial indicator;
- hand impact hammer (zip gun);
- face shield;
- safety shoes.

The following tools heretofore supplied by the Company (that is the 1/2" impact, drop light, flashlight, safety glasses, floor creeper, welding gloves, and ear muffs) will become the employee's own tools upon ratification of the contract.

ARTICLE 10

Vacation

Section 1. An employee having seniority of one (1) year and who has worked at least 1400 hours during the current vacation year shall receive one (1) week's vacation, forty (40) hours, with full pay on his anniversary date of employment.

An employee having seniority of two (2) years and who has worked at least 1400 hours during the current vacation year shall receive two (2) weeks' vacation with full pay on his anniversary date of employment.

An employee having seniority of ten (10) years and who has worked at least 1400 hours during the current vacation year shall receive three (3) weeks' vacation with full pay on his anniversary date of employment in accordance with his classification.

An employee having seniority of fifteen (15) years and who has worked at least 1400 hours during the current vacation year shall receive four (4) weeks' vacation with full pay on his anniversary date of employment prepaid in accordance with his classification.

All employees hired by the Company on or after September 1, 2013, and who have worked at least 1400 hours during the current vacation year shall receive one (1) week of vacation, forty (40) hours, with full pay on the anniversary date of employment.

An employee having seniority of two (2) years (first effective for anniversary dates after January 1, 2020) and who has worked at least 1400 hours during the current vacation year shall receive two (2) weeks' vacation with full pay on the anniversary of his employment.

An employee having seniority of thirteen (13) years and who has worked at least 1400 hours during the current vacation year shall receive three (3) weeks' vacation with full pay on the anniversary of his employment.

Section 2. Seniority shall prevail in the selection of vacations. The vacation eligibility list shall be posted in each shop on or before March 1 of each year. The employee who has been in the continuous employ of the Company for the longest period of time shall have first choice as to the time of his vacation. However, all bids must be completed by April 1. Any employee not bidding by April 1 may bid only for vacation periods open -- "bumping" will not be allowed. Employees may take vacation in whole or in part.

Section 3. When a holiday falls in the regular vacation period, an additional day shall be added to the regular vacation time with pay for same.

Section 4. Upon completion of one (1) year's service, and in the event of layoff, discharge or quitting after giving the Company five (5) days' notice, one-twelfth (1/12) of the employee's regular vacation pay shall be allowed for each month worked following his anniversary date of hire.

Section 5. Vacations may be taken at any time during the employee's vacation year, provided proper application is made and provided time conforms to the requirements of the business as the Employer may direct. Vacations may not be divided into periods of less than one (1) week or be postponed from one vacation year to another.

Section 6. The appropriate rate for an employee's vacation or holiday will be the employee's regular hourly pay rate in effect at the time the vacation is taken and shall include shift premiums as payable in accordance with the applicable provisions of this Agreement.

ARTICLE 11

Holidays

Section 1. An employee covered by this Agreement shall receive eight (8) hours' pay at his regular hourly rate for the following holidays not worked: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day. When any of the above holidays falls on Sunday, the day observed by the State, Nation or by proclamation shall be considered as the holiday and paid for at the straight time hourly rate.

Section 2. In order to qualify for such holiday pay, the employee must work the workday immediately preceding and the workday immediately following the holiday.

Employees shall receive holiday pay if a holiday falls within a 30-calendar day period from the commencement date of illness or a 7-day period from the commencement of layoff.

ARTICLE 12

Seniority

Section 1. Seniority shall be determined from the employee's last date of employment in the Company. Upon request, the Company shall furnish to the Shop Steward a list showing the date of employment of all employees referred to in Article 1 of this Agreement.

Seniority shall govern reduction in force and recalls on a classification basis and within a given classification, when skill and ability is relative equal and the employees are qualified to perform the work available in an efficient manner based upon actual experience and certification(s). Productivity (defined as percent of productive hours in a day) will not be considered.

Section 2. For the first ninety (90) days worked from his most recent date of hire an employee shall be probationary. His assignment and retention within this period shall be at the sole discretion of the Employer. Any termination during an employee's probationary period shall not be subject to the grievance procedure. The employee shall be eligible for all other benefits. The employee shall receive the appropriate classification rate of pay and shall be eligible for all other conditions of this Agreement. An employee's anniversary date shall be an annual date based upon the most recent hire date with the Employer.

Section 3. Seniority shall cease upon:

- a. Justifiable discharge.
- b. Voluntary quitting.
- c. Laid off for a period of one (1) year or more.
- d. If, after being laid off, the employee does not return to work within five (5) days after either actual telephone notice or written notice by certified mail to the employee's last known address, return receipt requested, whichever occurs first.
- e. Failure to return to work on expiration of an approved leave of absence.
- f. Is discharged and fails to protest such discharge through the Union in writing to the Employer within fifteen (15) days from date of discharge.
- g. Any member of the bargaining unit who accepts transfer to a supervisory position shall maintain seniority not to exceed ninety (90) days.
- h. Retirement.
- i. Fails to report for work after an absence of three (3) work days unless such absence is due to verified reasons beyond his control.

The conditions of "d" and "e" will not apply to an employee who by reason of illness or other good cause is not able to report and so advises the Company in writing by certified mail.

Section 4. It shall be the responsibility of each employee on layoff to keep the Company informed of any change in his address and telephone number. The Company shall be responsible only for the employee's last known mailing address as shown on Company records.

Section 5. For all jobs within the bargaining unit, bids will be posted on November 1 of each year. Bids will remain posted for one (1) week. Results will be posted on December 1 of each year and will become effective the first Monday in January of each year. Bids shall be posted as follows: (1) shift and (2) classification. Shift awards shall be by seniority.

Employees awarded the bid in accordance with the above procedure shall remain on the bid job for one year unless there is an opening. Openings will be created as follows:

- a. New jobs (additional hires).
- b. Layoffs.
- c. Terminations.

It shall be the duty of laid off employees to keep the Employer and the Union advised of their telephone number and mailing address.

January 1 of each year, the Employer will post seniority roster in the shop showing employee's name and date of employment in present classification. This roster will be posted for a period of five (5) working days during which time it will be subject to correction by the employees as to name, employment date or classification. Failure to protest in writing to Company and Union will mean acceptance as posted.

ARTICLE 13

Grievance Procedure and Arbitration

Should any difference arise between the Company and the Union or employees as to the application of the provisions contained in this Agreement, or should there be any complaint or grievance by an employee or the Union or the Company with respect thereto, an earnest effort shall be made to settle such matters by negotiations under the following procedure:

- Step 1.** Between the employee affected and his immediate Company Supervisor, with or without the Shop Steward in attendance. Every effort will be made at this time to adjust such grievance.
- Step 2.** Should the foregoing not be adjusted to the satisfaction of the aggrieved employee within three (3) working days, a written grievance shall then be taken up by the Shop Steward with the Service Manager. A written answer from the Service Manager shall be given to the Shop Steward within three (3) working days.
- Step 3.** If no satisfactory adjustment is agreed upon in Step 2 above, the matter will then be discussed by the Service Manager, the Shop Steward and the official representative of the Union.
- Step 4.** If no satisfactory adjustment is agreed upon in Step 3, an officer of the Company will be advised of the situation and given opportunity to adjust the matter.

Step 5. If the grievance is not resolved at Step 4, a mediation panel of two (2) Company appointees and two (2) Business Representatives of District 9 shall hear the grievance and render judgement. The judgement shall be binding on all parties. If the mediation panel should vote to deadlock, the grievance procedure will advance to the next step.

Step 6. If a settlement of the controversy and a decision were not reached in the preceding step, either party to this Agreement may refer the grievance to arbitration as hereinafter set out. The parties shall petition the National Federal Mediation and Conciliation Service within ten (10) days to submit a list of five (5) arbitrators. The Union and the Company shall strike alternately from this list until one remains who shall be the arbitrator to hear the grievance. The arbitrator's decision shall be final and binding on all parties. The cost of the arbitrator shall be borne equally by the Employer and the Union.

The Company and the Union agree that the steward and grievant employee may be present and assist in trying to reach an agreement of the grievance during any step of the grievance procedure.

ARTICLE 14

Strikes and Lockouts

Section 1. The Company and the Union agree that during the life of this Agreement there shall be no strike, lockout, slowdown, or other work stoppage other than August 31, 2012 wage reopener.

Section 2. No officer or representative of the Union shall authorize, approve, ratify or condone any strike or work stoppage, and no employee shall participate in any such activities.

Section 3. In the event any unauthorized strike or work stoppage shall occur during the term of this Agreement, the Union will not be deemed to have violated this Article if the following provisions are complied with:

- a. The Union refrains from in any way assisting, encouraging or condoning such strike or work stoppage.
- b. The Union, in good faith, takes every reasonable means to terminate the unauthorized strike or work stoppage at once.

- c. The Union, promptly and in good faith, declares publicly in the community that the strike or work stoppage is unauthorized and that the employees have been directed to cease such conduct.

Section 4. Any employee who is an official or representative of the Union or grievance committeeman or steward who takes an active part in any strike or work stoppage in violation of this Article shall be disciplined by the Union.

Section 5. Where any labor union has an authorized primary picket line (which does not include informational pickets or hand billing or the use of the "rat" or bannering or like or similar conduct) established at the premises of an Employer, it shall not be in violation of this Agreement, nor grounds for discipline or discharge, for any employee covered hereunder to refuse to make delivery of merchandise to the premises of, or to, or for such Employer or to cross such primary picket line; nor shall such employee be required to perform work whereby his/her Employer would become an allied company with the struck Employer.

Section 6. Under no conditions shall the Company's property be left without adequate fireman and watchman service.

ARTICLE 15

Health and Welfare **(C-3-G Plan)**

Section 1. The Employer agrees to contribute to the Trustees of the District No. 9, I. A. of M. and A. W. Welfare Trust for each employee covered by this Agreement on the first working day of each month, excluding calendar days that are not working days. For all months in calendar year 2019 occurring during the term of this Agreement, the monthly contribution rate shall be \$1,408.00 per employee. For all months in calendar year 2020 occurring during the term of this Agreement, the monthly contribution rate shall be \$1,437.00 per employee. For all months in calendar year 2021 occurring during the term of this Agreement, the monthly contribution rate shall be \$1,460.00 per employee. For all months in calendar year 2022 occurring during the term of this Agreement, the monthly contribution rate shall be \$1,475.00 per employee. Such monthly payment shall be made for every calendar month and on or before the tenth (10th) day of each such month. Newly hired and recalled employees beginning work on the first working day of each month, excluding calendar days that are not working days, shall also be covered by the provisions of this paragraph.

In the event an employee is injured or becomes sick, the Employer shall continue to pay the monthly premium on such employee until their recovery from said accident or sickness; provided, however, such payments shall not exceed twelve (12) in number.

The Employer shall be under no obligation to see to the application of such monies as are paid into said Welfare Trust, but said Trust shall be audited annually by a reputable Certified Public Accountant, without expense to the Employer, and such auditor's reports and the books and records kept by said Trustees shall be available at all reasonable times to the Employer and to the participants.

The Employer and the Union agree that contributions made pursuant to this Article shall be held in trust by a Board of Trustees in which Trustees appointed by the Union and Trustees appointed by contributing employers shall have equal voting power and that said contributions shall be held and administered in accordance with the District No. 9, I.A.M.A.W. Welfare Trust, as amended from time to time, to which Trust the Employer agrees to be bound.

It is hereby mutually declared and agreed that the foregoing provisions of this Article are of the essence of this entire Agreement. That this Agreement would not have been entered into but for the inclusion of said Article therein, and that any breach of this Article or any failure literally and fully to comply therewith by the Employer shall be and constitute a material violation of this entire Agreement entitling the Union at its option to engage in a strike or work stoppage against the Employer, notwithstanding any other provisions of this Agreement to the contrary, or to elect to rescind the entire Agreement.

It is further agreed that if the Employer fails to comply with the provisions of this Article by not making prompt and timely payments of the monthly contributions required hereby (the total amount of which delinquency, hereinafter referred to as "such delinquency", shall be and constitute a debt owed by such Employer to the aforesaid Trustees), then and in addition to all other remedies or courses of action on account thereof available to the Trustees and/or the Union (including the right to strike), such delinquency shall be recovered as a debt owed by the Employer to the aforesaid Trustees by a suit or action at law brought by said Trustees and/or the Union; provided that the Employer further agrees in any such suit or action to be liable for (and hereby agrees to pay), in addition to the amount of such delinquency, all costs of court, interest at the maximum lawful rate computed from the day following the due date of each said delinquent monthly contribution, and a reasonable fee for the attorney or attorneys representing the Trustees and/or Union in such suit or action, the amount thereof to be fixed by the court; and provided further that if the Employer fails to make prompt and timely payment of the monthly contributions required by the provisions of this Article and such delinquency results in an employee or designated beneficiary covered by this Agreement losing, being denied or being rendered ineligible to receive benefits from the Welfare Trust herein provided for, then and in such event the Employer shall be fully responsible and liable to (and hereby agrees to pay) such employee or designated beneficiary for all such losses of benefits.

For the convenience of the Employer, all monthly contributions to the Welfare Trust Fund are to be made in one check.

Section 2. Employees will be responsible for twelve percent (12%) of the premium for 2019.

| Year | Premium Paid by Employee |
|------|--------------------------|
| 2019 | \$188.76 |

Effective January 1, 2020, Employees will be responsible for ten percent (10%) of the premium each year of the Agreement, in accordance with the following schedule:

| Effective January 1, 2020 | |
|---------------------------|--------------------------|
| Year | Premium Paid by Employee |
| 2020 | \$160.60 |
| 2021 | \$162.90 |
| 2022 | \$164.50 |

ARTICLE 16

Dental Benefit Plan

The Employer agrees to contribute to the Trustees of the District No. 9, I. A. of M. and A. W. Welfare Trust Fund to provide dental benefits during the course of this Agreement for each employee covered by this Agreement on the first working day of each month, excluding calendar days that are not working days. For all months in calendar year 2019 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$123.00 per employee. For all months in calendar year 2020 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$125.00 per employee. For all months in calendar year 2021 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$125.00 per employee. For all months in calendar year 2022 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$126.00 per employee. Such monthly payments shall be made for every calendar month and on or before the tenth (10th) day of each such month. Newly hired and recalled employees beginning work on the first working day of each month, excluding calendar days that are not working days, shall also be covered by the provisions of this paragraph.

In the event an employee is injured or becomes sick, the Employer shall continue to pay the monthly premium on such employee until their recovery from said accident or sickness; provided, however, such payments shall not exceed twelve (12) in number.

The Employer shall be under no obligation to see to the application of such monies as are paid into said Welfare Trust, but said Trust shall be audited annually by a reputable Certified Public Accountant, without expense to the Employer, and such auditor's reports and the books and records kept by said Trustees shall be available at all reasonable times to the Employer and to the participants.

The Employer and the Union agree that contributions made pursuant to this Article shall be held in trust by a Board of Trustees in which Trustees appointed by the Union and Trustees appointed by contributing employers shall have equal voting power and that said contributions shall be held and administered in accordance with the District No. 9, I.A.M.A.W. Welfare Trust, as amended from time to time, to which Trust the Employer agrees to be bound.

It is hereby mutually declared and agreed that the foregoing provisions of this Article are of the essence of this entire Agreement. That this Agreement would not have been entered into but for the inclusion of said Article therein, and that any breach of this Article or any failure literally and fully to comply therewith by the Employer shall be and constitute a material violation of this entire Agreement entitling the Union at its option to engage in a strike or work stoppage against the Employer, notwithstanding any other provisions of this Agreement to the contrary, or to elect to rescind the entire Agreement.

It is further agreed that if the Employer fails to comply with the provisions of this Article by not making prompt and timely payments of the monthly contributions required hereby (the total amount of which delinquency, hereinafter referred to as "such delinquency", shall be and constitute a debt owed by such Employer to the aforesaid Trustees), then and in addition to all other remedies or courses of action on account thereof available to the Trustees and/or the Union (including the right to strike), such delinquency shall be recovered as a debt owed by the Employer to the aforesaid Trustees by a suit or action at law brought by said Trustees and/or the Union; provided that the Employer further agrees in any such suit or action to be liable for (and hereby agrees to pay), in addition to the amount of such delinquency, all costs of court, interest at the maximum lawful rate computed from the day following the due date of each said delinquent monthly contribution, and a reasonable fee for the attorney or attorneys representing the Trustees and/or Union in such suit or action, the amount thereof to be fixed by the court; and provided further that if the Employer fails to make prompt and timely payment of the monthly contributions required by the provisions of this Article and such delinquency results in an employee or designated beneficiary covered by this Agreement losing, being denied or being rendered ineligible to receive benefits from the Welfare Trust herein provided for, then and in such event the Employer shall be fully responsible and liable to (and hereby agrees to pay) such employee or designated beneficiary for all such losses of benefits.

For the convenience of the Employer, all monthly contributions to the Welfare Trust Fund are to be made in one check.

ARTICLE 17

Vision Service Plan

The Employer agrees to contribute to the Trustees of the District No. 9, I. A. of M. and A. W. Welfare Trust Fund to provide vision benefits during the course of this Agreement for each employee covered by this Agreement on the first working day of

each month, excluding calendar days that are not working days. For all months in calendar year 2019 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$42.00 per employee. For all months in calendar year 2020 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$44.00 per employee. For all months in calendar year 2021 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$44.00 per employee. For all months in calendar year 2022 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$44.00 per employee. Such monthly payments shall be made for every calendar month and on or before the tenth (10th) day of each such month. Newly hired and recalled employees beginning work on the first working day of each month, excluding calendar days that are not working days, shall also be covered by the provisions of this paragraph.

In the event an employee is injured or becomes sick, the Employer shall continue to pay the monthly premium on such employee until their recovery from said accident or sickness; provided, however, such payments shall not exceed twelve (12) in number.

The Employer shall be under no obligation to see to the application of such monies as are paid into said Welfare Trust, but said Trust shall be audited annually by a reputable Certified Public Accountant, without expense to the Employer, and such auditor's reports and the books and records kept by said Trustees shall be available at all reasonable times to the Employer and to the participants.

The Employer and the Union agree that contributions made pursuant to this Article shall be held in trust by a Board of Trustees in which Trustees appointed by the Union and Trustees appointed by contributing employers shall have equal voting power and that said contributions shall be held and administered in accordance with the District No. 9, I.A.M.A.W. Welfare Trust, as amended from time to time, to which Trust the Employer agrees to be bound.

It is hereby mutually declared and agreed that the foregoing provisions of this Article are of the essence of this entire Agreement. That this Agreement would not have been entered into but for the inclusion of said Article therein, and that any breach of this Article or any failure literally and fully to comply therewith by the Employer shall be and constitute a material violation of this entire Agreement entitling the Union at its option to engage in a strike or work stoppage against the Employer, notwithstanding any other provisions of this Agreement to the contrary, or to elect to rescind the entire Agreement.

It is further agreed that if the Employer fails to comply with the provisions of this Article by not making prompt and timely payments of the monthly contributions required hereby (the total amount of which delinquency, hereinafter referred to as "such delinquency", shall be and constitute a debt owed by such Employer to the aforesaid Trustees), then and in addition to all other remedies or courses of action on account thereof available to the Trustees and/or the Union (including the right to strike), such delinquency shall be recovered as a debt owed by the Employer to the aforesaid Trustees by a suit or action at law brought by said Trustees and/or the Union; provided that the Employer further agrees in any such suit or action to be liable for (and hereby

agrees to pay), in addition to the amount of such delinquency, all costs of court, interest at the maximum lawful rate computed from the day following the due date of each said delinquent monthly contribution, and a reasonable fee for the attorney or attorneys representing the Trustees and/or Union in such suit or action, the amount thereof to be fixed by the court; and provided further that if the Employer fails to make prompt and timely payment of the monthly contributions required by the provisions of this Article and such delinquency results in an employee or designated beneficiary covered by this Agreement losing, being denied or being rendered ineligible to receive benefits from the Welfare Trust herein provided for, then and in such event the Employer shall be fully responsible and liable to (and hereby agrees to pay) such employee or designated beneficiary for all such losses of benefits.

For the convenience of the Employer, all monthly contributions to the Welfare Trust Fund are to be made in one check.

ARTICLE 18

Pension Plan

For the duration of this Agreement, the Employer agrees to pay for each employee covered by this Agreement on the first working day of each month, excluding calendar days that are not working days, the sum of \$621.00 per month to the Trustees of District No. 9, I. A. of M. and A. W. Pension Trust. Employer agrees to pay for each employee classified as Specialist covered by this Agreement on the first working day of each month, excluding calendar days that are not working days, the sum of \$391.00 per month to the Trustees of District No. 9, I. A. of M. and A. W. Pension Trust. Contribution rates for Service Department Helpers are set forth in Article 1, Section 1, of this Agreement. Such monthly payment shall be made for every calendar month and on or before the tenth (10th) day of each such month. Newly hired and recalled employees beginning work on the first working day of each month, excluding calendar days that are not working days, shall also be covered by the provisions of this paragraph.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall make the required contribution for one (1) month.

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

The Pension Plan has been approved by the U.S. Internal Revenue Service as a qualified Pension Plan, and contributions made to the Trustees do not constitute taxable income to the employees participating therein and do constitute a taxable deduction to the Employer.

The Employer shall be under no obligation to see to the application of such monies as are paid into said Pension Trust, but said Trust shall be audited annually by a reputable Certified Public Accountant without expense to the Employer.

The Employer and the Union agree that contributions made pursuant to this Article shall be held in trust by a Board of Trustees in which Trustees appointed by the Union and Trustees appointed by contributing employers shall have equal voting power and that said contributions shall be held and administered in accordance with the District No. 9, I.A.M.A.W. Pension Trust, as amended from time to time, to which Trust the Employer agrees to be bound.

It is hereby mutually declared and agreed that the foregoing provisions of this Article are of the essence of this entire Agreement. That this Agreement would not have been entered into but for the inclusion of said Article therein, and that any breach of this Article or any failure literally and fully to comply therewith by the Employer shall be and constitute a material violation of this entire Agreement entitling the Union at its option to engage in a strike or work stoppage against the Employer, notwithstanding any other provisions of this Agreement to the contrary or to elect to rescind the entire Agreement.

It is further agreed that if the Employer fails to comply with the provisions of this Article by not making prompt and timely payments of the monthly contributions required hereby (the total amount of which delinquency, hereinafter referred to as "such delinquency," shall be and constitute a debt owed by such Employer to the aforesaid Trustees), then and in addition to all other remedies or courses of action on account thereof available to the Trustees and/or the Union (including the right to strike), such delinquency shall be recovered as a debt owed by the Employer to the aforesaid Trustees by a suit or action at law brought by said Trustees and/or the Union; provided that the Employer further agrees in any such suit or action to be liable for (and hereby agrees to pay), in addition to the amount of such delinquency, all costs of court, interest at the maximum lawful rate computed from the day following the due date of each said delinquent monthly contribution, and a reasonable fee for the attorney or attorneys representing the Trustees and/or Union in such suit or action, the amount thereof to be fixed by the court; and provided further that if the Employer fails to make prompt and timely payment of the monthly contributions required by the provisions of this Article and such delinquency results in an employee or designated beneficiary covered by this Agreement losing, being denied or being rendered ineligible to receive benefits from the Pension Trust herein provided for, then and in such event the Employer shall be fully responsible and liable to (and hereby agrees to pay) such employee or designated beneficiary for all losses of benefits.

ARTICLE 19

Sick Leave

All regular full-time employees employed by the Employer for a period of twelve (12) months or over shall be entitled up to 10 days annual sick leave with pay at their hourly rate. Annual is defined as January 1 through December 31. Sick leave benefits shall be granted to an employee commencing with the sixth consecutive working day of a disability due to illness or injury, unless the employee is hospital confined, then benefits will commence from the first day. A physician's affidavit to substantiate any claim for sick pay as proof of such basis for such claimed illness or accident preventing the employee from reporting and performing normal work duties as required, as well as the sick leave claim form for Health benefits. Payments of benefits under this clause will not be pyramided with those provided under the welfare fund or other insurance payments by the Employer and will be supplemental to such payments only up to amount equal to the employee's hourly rate. No employee shall be entitled to sick leave compensation under this clause where the illness or injury is due to willful misconduct, unlawful acts, the employee's intention to injure himself or another, intoxication, alcoholic rehabilitation or the use of drugs.

Where an employee does not satisfactorily support his claim for illness, the employee shall not be eligible to receive sick leave benefits as provided for above and the employee may be subject to immediate discharge.

Employees covered by this Agreement who are unable to perform their work within a reasonable time and in a satisfactory manner because of advanced age, physical handicap, limited ability or any other cause as agreed by the parties to this Agreement, shall receive wages fixed by negotiations between the parties hereto. There is no obligation on the part of the Employer to retain in its employ any person unable to do the work required by the job.

This Article is limited to five (5) days' annual sick leave for employees hired on or after September 1, 2013.

ARTICLE 20

Moonlighting/Outside Work

Employee Duty of Loyalty and Non-Competition. Employees of the Employer and members of the Union shall not service or repair automobiles, vans, or light trucks at any time for any other person, firm or organization except: (1) their personal vehicles and those of the members of their immediate family if done without pay for their labor or other profit or (2) with the prior written approval of the Employer. This is a condition of employment. Violation of this provision subjects an employee to immediate discharge without notice.

Employees may work on other jobs which do not interfere with the employees' ability to perform their jobs satisfactorily provided they have the prior written approval of the Employer and the Union. The Employer may withdraw its approval in writing with a copy to the employee, and the Union, only if it reasonably concludes that such job interferes with the employee's job performance, subject to the grievance procedure. Violation of this provision subjects an employee to immediate discharge without further notice.

ARTICLE 21

Negligence

The Employer may charge an employee for negligence resulting in loss or damage up to \$250 per occurrence (with a calendar year cap of \$750) for employees employed as of September 1, 2013; for employees hired after September 1, 2013, the limit shall be \$1,000 per occurrence. The Employer may deduct any damages from the employee's wages (but not below minimum wage and not to exceed ten percent (10%) of such employee's disposable earnings for a head of household and twenty-five percent (25%) of disposable earnings for all other employees) upon two weeks' notice to the employee. In the event of a grievance, the Mediation Committee shall be limited to determining whether or not the employee was negligent or careless and whether the Employer suffered the loss; in the event of a deadlock, the matter is subject to Arbitration.

ARTICLE 22

Miscellaneous

Section 1. Company will make up the difference between jury duty pay and regular day's pay for a maximum of working days. After ten (10) days, employees may request make-up time as provided by this Agreement.

Section 2. Commercial Driver's License. The Employer shall pay the difference between the total cost of a commercial driver's license and the cost of a regular driver's license.

The Company will also pay at least twenty percent (20%) of the cost of CDL physicals.

Employees shall be governed by the CDL Federal Drug and Alcohol Guidelines, issued by the Company on May 24, 1994.

Employee required as a condition of employment to have a valid CDL at all times.

Section 3. Employer agrees to carry insurance coverage on the employee's tools to cover fire, theft, and forced entry in the amount of \$50,000 with \$500 deductible on each loss, provided the employee furnishes written inventory of tools to be covered to the Employer and kept updated by the employee. No claim will be honored on unreported or unlisted tools.

Section 4. The Employer shall pay one hundred percent (100%) of the rental and laundry bill for uniforms effective as soon as practical following ratification. The Employer will provide each employee the option of short sleeve shirts in the summer and long sleeve shirts in the winter.

Section 5. In the event of death in the immediate family, employees shall receive three (3) days' funeral leave pay, beginning with the day of death; compensable day or days must fall Monday through Friday or Tuesday through Saturday. Funeral leave is for immediate family, which is understood to be mother, father, brother, sister, spouse, daughter, son, mother-in-law, father-in-law, grandparents and grandchildren.

Section 6. An employee who is injured on the job and must obtain medical attention shall pay at the applicable hourly rate for the balance of his regular shift on that day, providing the attending physician declares the employee disabled for the remainder of that day.

Section 7. The Company agrees to pay the employee for lost time from regular shift hours at the regular rate of pay for attendance of Company sponsored schools in conjunction with the trade. Also, expenses are to be paid by the Company for school attendance, if attended outside of the state or where travel is necessary.

Section 8. Vacation Relief Employees: The Company may, at its option, hire vacation relief employees between the time period of May 15 to September 15 of each year. These employees shall be paid the appropriate pay rate in pay rate schedule as contained herein, but shall not be entitled to any of the fringe benefits with the exception of uniforms per the Agreement. Should the Company employ VACATION RELIEF employees, the number of employees allowed off per week will be increased and every effort will be made to allow all employees at least one (1) week's vacation during the summer months. Any VACATION RELIEF employees working thirty (30) calendar days past September 15th shall become a regular employee and his seniority shall revert to his first day of hire.

Section 9. Members of the bargaining unit shall be allowed to maintain their seniority for six (6) months if they transfer to a supervisory position.

Section 10. The Company may require entire shop meetings as needed monthly, Monday through Friday, up to $\frac{3}{4}$ hour (45 minutes) in length which are unpaid. Such meetings are mandatory unless excused due to vacation, sick leave or day off (unless paid by Employer for time spent at said meeting). Company shall pay for online training if required to maintain certification(s); the rate shall be \$10 per hour; all other online training is unpaid at all times. All paid online training must be approved

in advance by the Service Manager; it is paid when the certification is achieved/passed; the time allowed for each training session will be set by the Company consistent with Manufacturer's suggestions; such payment is capped at \$80 per man, per year; failure to maintain certification shall result in a \$2.50 per hour wage reduction until this certification is achieved; however, if the Technician was not notified by any source that a given Certification was expiring, that Technician shall be given a three (3) day grace period to renew that Certification before the \$2.50 per hour wage reduction goes into effect. The Company will make a good faith effort to publish a certification list/updates; however, at all times the responsibility for certification upkeep is that of each individual Technician.

The Company may require up to ten (10) hours of non-compensated online training per calendar year (first effective in 2014) in any area in which an employee is not currently certified. The training shall be as determined by the Company, but the ten (10) hours of training will be spread over a reasonable amount of time. Further, the Company may require an employee to obtain a given Certification in which case this training provision will apply and Article 22, Section 7 shall also apply.

ARTICLE 23

Subcontracting Work

Should a case arise at any time whereby the Company is unable to handle all of its work, making it necessary to send work to another shop, equal opportunity shall be given to such other shops to perform such work. However, such subcontracting shall not be used by the Company to defeat the purpose or intent of this Agreement.

ARTICLE 24

Legality Clause

Section 1. If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter, such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect.

Section 2. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE 25

Shop Rules

Employer may adopt rules and regulations affecting the conditions of employment which are not inconsistent with the terms of this Agreement. Such rules and regulations must be posted in a prominent place in the shop.

The following General Shop Rules become a part of this Agreement. Violation of the following fifteen (15) rules may result in a suspension of one (1) to five (5) days or the employee may be subjected to immediate discharge, at the Employer's discretion. All letters of warning shall cease to be valid one (1) year from issuance and shall not thereafter be referred to as a basis for further disciplinary action.

- (1) No employee will drink alcoholic liquors on the premises, use or possess illegal drugs, controlled substances or alcoholic liquors, or report to work under the influence of alcoholic liquor, illegal drugs or controlled substances. Testing positive for any illegal drug or controlled substance or testing positive in any measurable amount for alcohol content or a test result indicating an adulterated sample shall be deemed a violation of this rule.
- (2) No employee shall perform work on their personal vehicle in the shop without express written permission of the Service Manager.
- (3) Except in an emergency, time off during regular working hours must be requested from and approved by the employee's department supervisor, in person or via phone conversation (provided the supervisor is available) – no voice mail, email or texts prior to leaving or being absent, and the employee may not leave the premises during regular working hours without clocking out except on Company business.
- (4) No employee shall be insubordinate or fail to obey working instructions of Employer, unless such working instructions require the commission of an illegal act, nor shall such employee commit any illegal act, nor will an employee be required to perform work which presents an unreasonable and imminent risk of serious bodily harm or death and further provided the employee has informed the Service Manager of such and makes a good faith effort to resolve the risk.
- (5) No employee shall misappropriate any property of the Employer, employees, or customers, or engage in any other act of dishonesty. No employee shall gain unauthorized access to Company records (written or electronic) or files, whether locked or otherwise.
- (6) No employee shall engage in immoral or indecent conduct; use obscene or abusive language to or in front of customers or other personnel.

- (7) No employee shall use any Company or customer vehicle without permission.
- (8) No employee shall engage in a fight. At the Employer's discretion, discipline may be restricted to the aggressor only. No employee shall strike, mishandle, or threaten any employee or Manager or customer, or incite or coerce any employee on Company time or premises.
- (9) No employee may violate Article 20 of this Agreement (prohibiting certain work for others) or make any purchase or sale of any vehicle from any individual who has been in contact with their Employer without prior written consent of the Employer; except for the bona fide personal use of the employee or their spouse or children.
- (10) No employee may request someone else to punch, or punch someone else's timecard in or out or make or cause to be made any false entry on any Employer record affecting an employee's pay or a customer's or insurance company's charges.
- (11) No employee shall fail to comply with the rules and regulations required under the Occupational Safety and Health Act as implemented by the Employer provided they have been given notice of such rules. In addition to discipline any employee shall be liable for any penalty assessed for their individual noncompliance.
- (12) No employee shall engage in sexual, racial, or other harassment because of a status protected by law of any employee, customer, or vendor of the Employer.
- (13) No employee shall fail to disclose the loss of any required license in writing to the Department Head on his or her first work day after he or she receives notice of such loss of license.
- (14) No employee shall possess firearms, explosives or any weapon on Company property or work time. A properly licensed weapon can be kept in the employee's vehicle, but the weapon must have the appropriate trigger lock and cased. Further, the vehicle must be locked and the case shall not be visible from outside the vehicle.
- (15) No employee shall intentionally damage or deface property of the Company, its suppliers, customers, or fellow employees, under any circumstances.

Violation of the following twenty-one (21) rules, or any of the prior fifteen (15) rules, if the Employer finds it appropriate, will result in disciplinary action as follows:

First Infraction: Letter of Warning.

Second Infraction: Suspension of one (1) to five (5) working days or employee may be subject to immediate discharge at the Employer's discretion.

Third Infraction: Immediate discharge.

- (16) Smoking is prohibited in all new, used and/or customer vehicles and all areas so designated by the Employer, and any violation creating a serious safety hazard may be treated the same as a violation of the first fourteen rules above.
- (17) Vacation periods must be strictly adhered to as to dates and durations.
- (18) All employees must report to work and be ready to go to work in work clothing at the time specified by the management and remain on the job during the scheduled work hours in work clothing except for a lunch period specified or where permission is given to leave the premises.
- (19) In order to promote equal services to all, employees shall discourage and refuse to accept gratuities offered by customers.
- (20) All employees shall make every effort to police work stalls and keep locker rooms and lockers provided clean and presentable at all times
- (21) Where the use of time clocks is required, all employees will personally punch their own "time in" and "time out," not more than seven (7) minutes before starting time or seven (7) minutes after quitting time. Employees will also personally punch in and out on the same basis before and after the lunch period.
- (22) All employees shall refrain from engaging in horseplay while on the Employer's premises during business hours.
- (23) If good cause for an absence is not provided or the employee fails to personally notify their immediate supervisor or designated individual of the cause and extent of an absence prior to the beginning of the first shift missed, either of such actions will subject the employee to disciplinary action. Each day for which good cause is not provided and/or each day the employee fails to notify and advise his or her supervisor or designated individual shall be considered a separate and distinct infraction, regardless of whether the Employer subsequently notifies the employee of two consecutive work days of violations in one combined letter or two separate letters.

- (24) No employee shall be repeatedly careless or produce unsatisfactory work.
- (25) Uniforms are for work and are not to be worn away from the shop, except during lunch period or by permission of the Employer and except to wear a clean uniform directly from home to work and back. Employees need to wear their full uniforms or advise managers of problems that need to be forwarded to the laundry vendor for action. Only Ford or franchise outerwear or headwear can be worn, except with express permission of the Service Director.
- (26) No employee shall participate in the unauthorized use of Company telephones, computers and/or internet services.
- (27) No employee shall have excessive incoming or outgoing personal telephone calls or use of cell phones (including cordless cell phone ear devices), ipods, ipads or any kind of electronic device during working hours, except in case of emergency or with the Employer's permission.
- (28) No employee shall fail to report personal injuries, accidents or emergencies to the immediate supervisor.
- (29) No employee shall post or remove signs or other material on Company property, without Company authorization; provided that the Company will designate a place where notices may be posted, as long as they are not distasteful, malicious, profane or political.
- (30) No employee shall gamble or conduct a lottery or other games of chance on Company time without Company permission.
- (31) No employee shall alter, deface or remove governmental or Dealership notices or bulletins.
- (32) No employee shall invite visitors on the premises during working hours without permission of the Service Manager.
- (33) No employee shall have excessive absences or tardiness.
- (34) No employee shall excessively misuse Company time, such as loitering, visiting or talking to employees who are still working.
- (35) No employee shall at any time, without the Employer's permission, take pictures or videos or make any recording or post on the internet any customer's vehicle or the customer themselves.
- (36) There shall be no bullying, harassment or intimidation whether in person, online or in any other manner.

DRUG & ALCOHOL TESTING. The use or possession of alcohol or non-prescribed controlled drugs during working hours, or performance of any work while under the influence of any form of alcohol or any non-prescribed controlled drug, or your presence at work with such drugs or their metabolites in your system, is prohibited. When employees are believed to be in an unfit condition to perform their work or when there is reasonable suspicion of a violation of Shop Rule (1) of this Agreement or have been involved in an accident, they may be subject to undergo testing (at Company expense) by a certified laboratory to determine if they are under the influence of any alcoholic beverage, controlled substance or drug. If employees refuse to undergo such testing, they will be subject to discipline under Shop Rule (1). Prior to discharging any employee who tests positive, the Employer and the Union shall discuss whether rehabilitation and conditional probation is more appropriate under the circumstances. Violation of Shop Rule (1) will be considered grounds for discharge and could result in forfeiture of Worker's Compensation benefits in case of an injury. Please note Missouri Worker's Compensation Act Sections 287.120.5 and .6 which have been posted in our shop are applicable to you. In addition, your Worker's Compensation benefits may be reduced for an injury caused by willful failure to use safety devices or failure to obey other posted safety rules.

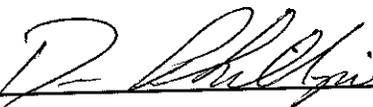
ARTICLE 26

Termination of Agreement

This Agreement shall be effective the first day of September, 2019 and shall remain in effect until August 31, 2022, and shall remain in effect thereafter until sixty (60) days after either party shall have notified the other, in writing, of its election to terminate this Agreement; and upon the expiration of said sixty (60) days after such notice, this Agreement shall terminate. Notice to revise or terminate this Agreement shall be served by June 30, 2022.

BROADWAY FORD TRUCK SALES, INC.

**DISTRICT NO. 9, INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

BY 

BY 
Business Representative

DATE 1/21/2020

DATE 1-10-2020

NQ:csh
OPEIU#13
11/26/19