

AGREEMENT

Between

Wolf Appliance, Inc.

And

Sheet Metal, Air, Rail, and Transportation, Local Union 565

(AFL-CIO)

October 29, 2018 to May 4, 2026

2866 Buds Drive

Fitchburg, Wisconsin, 53719

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ARTICLE I

PARTIES AND INTENT

This Agreement is made and entered into by and between Wolf Appliance, Inc., a Wisconsin corporation and the International Association of Sheet Metal, Air, Rail and Transportation Workers, Local 565 (Union).

ARTICLE II

RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for the production, maintenance, shipping and receiving employees employed at the Company's facility located at 2866 Bud's Drive, Fitchburg, Wisconsin, but excluding all office clerical, quality control employees, managerial employees, confidential employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, and all other Company employees.

ARTICLE III

DURATION

Section 1. This agreement shall become effective ***October 29, 2018*** and shall continue in full force and effect until ***May 4, 2026***.

Section 2. Between ***March 1 and May 1, 2023*** and subject to Section **3.3** and every three years thereafter either party may seek to negotiate amendments to this agreement. If such amendments are agreed upon the term of this contract shall be extended for the negotiated term so that the agreement has a rolling 6 year term.

Section 3. At the end of any period for negotiating amendments provided for in Section 3.2, if the parties cannot agree on amendments either party may give the other written notice that this agreement will expire 3 years from that ***May 1st***. Any such notice must be given by ***May 15th*** of the year to be effective. If such notice is not given or is untimely, this agreement shall be extended for an additional three (3) years as set forth in Section 3.1.

Section 4. If notice is given pursuant to section 3.3 this Agreement will remain in full force and effect during any negotiations for a new agreement, provided, however, that all obligations under this Agreement which are continued as a result of this section may be terminated by either party on fifteen (15) days written notice to the other party.

ARTICLE IV

UNION SECURITY

Section 1. *The Union agrees that membership in the Union will be made available to all on an equal basis without discrimination. In the event that the Wisconsin Law Act 1 is repealed or rendered unenforceable by the State of Wisconsin, the language for this article will be restored to the language in effect prior to the 2018 agreement and if the language is not compliant with then applicable law the parties agree to negotiate over the terms of any required modifications.*

Section 2. Dues Deductions. The Company agrees to deduct union dues or service fees and initiation fees from the wages of the employees in the bargaining unit who provide the Company with a voluntary written authorization which shall be irrevocable for a period of not more than one year or beyond the termination date of this Agreement, whichever occurs sooner.

Section 3. Dues Payments. The deduction of the union dues or service fees shall be made on a monthly basis and shall be forwarded to the Union within ten (10) days after such deduction is made. In the event no wages are due the employee, or are insufficient to cover the required deduction, the deduction for such month shall be made in the succeeding month and forwarded to the Union.

Section 4. Hold Harmless. The Union agrees to hold the Company harmless from any and all damages and liabilities that may arise from complying with the provisions of this Article.

ARTICLE V

MANAGEMENT RIGHTS

Section 1. It is agreed that the management and control of the Company is vested exclusively in the Company and, except as those rights are specifically limited by other express provisions of this Agreement. The Company may act unilaterally as to such matters. Such rights include, but are not limited to, the right to direct and supervise the work and employees;

to hire, promote, transfer or layoff employees, or to discipline or discharge employees for **just cause**; to determine the amount and quality of work needed, by whom it shall be performed and the location of such performance; to determine to what extent any service or activity shall be added, modified, eliminated or obtained by contract with any other person or employer; to introduce new or improved methods, techniques or approaches; to schedule the hours of work and to determine or redetermine the number of employees, the type of employees and the allocation and assignment of work to such employees and the place where any work is to be performed; and to make, modify and enforce reasonable rules and regulations on any subject or matter whatsoever, including, but not limited to, efficiency, qualifications, conduct, safety, communications, work practices, and procedures.

Section 2. The Company's exercise of the rights specified in Section 5.1 shall be limited only by the express provisions of this Agreement, and the Company has all the rights it had at common law except as those rights are expressly limited in this Agreement.

Section 3. The exercise of the rights reserved to the Company shall not be reviewable by arbitration unless such right is exercised so as to violate an express provision of this Agreement.

ARTICLE VI

EMPLOYEE STATUS

Section 1. All new employees covered by this Agreement shall be employed on a 45 actual working day probationary basis. During this period an employee may be discharged without recourse under this Agreement

Section 2. The Company may employ part-time or temporary help to perform any work. Such employees shall be subject to Article 4, but not otherwise covered by this Agreement. A temporary employee will be credited with 50% of their consecutive length of service as a temporary employee towards their completion of their probationary period. Time served as a temporary employee will not count as time worked for the purposes of calculating seniority, company-provided benefits, and/or other programs. Summer students (relations of employees) may be employed from **May 1st** to September 1st for the purpose of providing vacation relief for regular full-time employees. ***Hours worked by temporary employees and summer students will not count against the incentive. Temporary employees will not be hired or employed during the layoff of a bargaining unit employee with recall rights. Temporary employees***

and summer students will be eligible to work overtime as part of their assigned crew. Temporary employees will not exceed a total of 2.25 for every 10 Full Time Employees. A part-time employee shall not regularly work more than thirty (30) hours per week. Temporary employees shall not be used to permanently displace active current regular full-time employees.

Section 3. Regular full-time employees are those hired on an indefinite basis and regularly scheduled to work forty (40) or more hours per week. Part-time employees are those employees hired on an indefinite basis with limited hours as described in section 6.2. Part-time employees shall receive only those benefits made expressly and specifically applicable to them in this Agreement.

ARTICLE VII

SUBCONTRACTING, SUPERVISORS AND CLOSURE

Section 1. The Company may subcontract any function, activity, service or work that is currently being performed, or that might in the future be performed for any legitimate business reason. The Company will not subcontract where such subcontracting causes the layoff of employees unless such subcontracting is for legitimate business reasons. In the event of an indefinite subcontract the Company's obligations to affected employees shall be only those set forth in section 7.4.

Section 2. Employees outside the bargaining unit may perform any unit work only when: (i) such work is related to their job; (ii) in connection with training, testing, prototypes, pilots, experimentation, maintenance or instruction; (iii) whenever a unit employee is not immediately available.

Section 3. The Company may sell or cease operations covered by this Agreement at its discretion. Should the Company decide to sell or cease such operations the Union will be so notified as soon as practical, but not less than fourteen days prior to such sale or closing. In the event of such a sale or closing the Company's only obligations to employees covered by this Agreement will be to pay regular full-time employees severance pay equal to one week's pay at their regular hourly rate for each full year of seniority, up to a maximum of four weeks of such pay, permit employees participating in group health coverage to continue such coverage as allowed by law, pay all employees any earned and unused vacation and provide references consistent with their work record.

ARTICLE VIII

GRIEVANCES

Section 1. A grievance may be any complaint that the Company has violated or is violating this Agreement.

Section 2. Grievances shall be processed as follows:

- Step 1: If the grievance cannot be resolved between the employee and his or her supervisor, the employee may request a meeting between his or her steward and the involved supervisor. Such a meeting shall normally be held on non-working time within three (3) working days of the alleged violation.
- Step 2: If the Union is not satisfied with the Company response at Step 1, the grievance shall be reduced to writing and submitted to the Human Resource Manager or his or her designee. Such grievance must be received within three (3) working days of the Step 1 meeting and must clearly state: (a) the employee's complaint; (b) a brief summary of the facts on which the complaint is based; and (c) the contract provisions violated. A Company representative and the Union's Representative shall meet to discuss the grievance within three (3) working days of the receipt of the grievance. The employee must attend such meeting.
- Step 3: If the grievance is not resolved at Step 2, the Union may request a meeting between the Union's Representative, the affected employee, a steward and the Human Resource Director or his or her designee. Such meeting shall be requested within five (5) working days of the Step 2 meeting and shall be held within ten (10) calendar days of the request.
- Step 4: If the grievance is not resolved at Step 3, the Union or the Company may refer the matter to a mediator from the Federal Mediation and Conciliation Service if they do so in writing within ten (10) calendar days after delivery of the Company's Third Step Answer. No record shall be kept by either side of the mediation meeting and any recommendations made by the mediator shall be non-binding and not admissible into any subsequent proceeding.

Step 5: If no satisfactory result has been reached in Step 4 or if the Union and the Company elect to bypass that step, the Union may submit the grievance to arbitration if it does so in writing within ten (10) calendar days of the Step 4 meeting or the Company's Step 3 Answer, whichever is later.

Section 3. If a grievance is not timely answered by the Company it shall be considered denied and if a grievance is not timely advanced to the next step by the Union it shall be considered dropped unless time limits are extended in writing by mutual agreement.

Section 4. If the Union believes in good faith that a rule or regulation adopted or modified by the Company is unreasonable because it violates an express provision of this Agreement, it shall have fifteen (15) days after receiving notice of such rule to submit a grievance. If no grievance is timely filed, or if the rule does not conflict with an express provision of this Agreement, it shall be deemed reasonable.

ARTICLE IX

ARBITRATION

Section 1. In the event of a request for arbitration, the parties shall agree on an arbitrator. If agreement cannot be reached within ten (10) calendar days, a panel of five arbitrators shall be requested from the Federal Mediation and Conciliation Service. Only arbitrators from Wisconsin shall be on the panel. Each party shall alternately strike a name. The union shall have the first strike. Either party may once reject a full panel before beginning the striking procedure. The remaining member of the panel shall be the arbitrator.

Section 2. The arbitrator shall have jurisdiction only to determine whether this Agreement has been violated and shall have no jurisdiction or authority to consider any matter that this Agreement says is not arbitrable or to legislate, modify, change, subtract or add to the provisions of this Agreement. Nor shall the arbitrator have jurisdiction to award back pay for any period prior to the date the grievance was raised at Step 1, except when the grievance is over a pay rate or amounts, in which event the arbitrator shall have jurisdiction to award back pay before the grievance was raised, but not for more than one month prior to that date. Under no circumstances shall the parties be required to arbitrate any matter after the termination of this Agreement irrespective of claims of accrued or vested rights.

Section 3. Each arbitration proceeding shall be held at such place as shall be mutually agreed upon between the Company and the Union. The losing party shall bear all of the arbitrator's fees and expenses as well as the cost of the transcript for the arbitrator and the meeting room. Each party shall remain responsible for the costs, fees, and expenses of its own representative(s), witnesses and their own transcript.

Section 4. The time limits in this Article and Article 8 shall be strictly construed. An employee's absence from work for any reason shall not be a basis for tolling or extending the time limits in this Article or Article 8. There may be no waiver of the provisions of this section unless mutually agreed in writing by the Human Resource Director or his or her designee and a staff representative of the Union or his or her designee.

Section 5. A decision of the arbitrator within his or her jurisdiction shall be final and binding upon the parties unless set aside by a court of competent jurisdiction except that decisions by the arbitrator on questions of law or arbitrability shall be reviewable without deference to the arbitrator's decision.

Section 6. The procedures set forth in this Article and Article 8 shall be the sole and exclusive remedy available to employees and the Union for the resolution of disputes or differences with the Company concerning this Agreement.

Section 7. The Union and the Company may agree in writing to allow an arbitrator to hear multiple grievances.

ARTICLE X

STRIKES, LOCKOUT

Section 1. The Company agrees that there shall be no lockout during the term of this Agreement. The Union agrees that there shall not be any complete or partial strikes, sympathy strikes, picketing, refusals to cross any picket line, slowdowns, work stoppage or any other interruption, interferences or cessation of work, economic or otherwise, while this Agreement is in effect.

Section 2. It is agreed that any employee who engages in conduct prohibited by Section 10.1, after being advised by the Company in writing to cease such conduct and then being advised by the Union in writing to cease such conduct, may be immediately discharged without further recourse if their prohibited conduct under 10.1 continues. The Union shall not be liable for conduct prohibited by Section 10.1 provided such conduct

has not been authorized, ratified or encouraged by the Union and, provided further, that the Union upon being informed that such conduct is occurring takes all reasonable steps to cause employees to cease such conduct.

Section 3. It is agreed that all officers and officials of the Local Union are charged with an affirmative duty to maintain the integrity of this Article and shall immediately take all reasonable and necessary steps to discourage any activity prohibited by this Article.

ARTICLE XI

STEWARDS/COMMUNICATIONS

Section 1. The Union shall be represented by such stewards as it shall so select.

Section 2. The Union shall advise the Company in writing of the names of its shop stewards. The Company shall be advised in writing of any changes made from time to time by the Union in the designation of such shop stewards.

Section 3. Any employee conducting Union business, whether or not a steward, and whether or not such business is related to a grievance, shall not conduct such activities during his or her scheduled work hours or the scheduled work hours of any employee covered by this Agreement with whom the steward needs to communicate without prior permission from his or her supervisor. Should such permission be granted, it is agreed that the time spent shall be treated as working time.

Section 4. Any time spent on employee representation at the request of management shall be conducted during working time. The steward or involved Shop Committee members will be paid at their straight time base rate for any time spent on such representation.

Section 5. Any employee elected or appointed as a Union Officer or as a delegate to any labor activity necessitating a leave of absence, shall be granted such leave without pay for the term of the office. Employees accepting full-time positions as Union Representatives of Sheet Metal Workers Local No. 565 shall, upon notification, be given an automatic leave of absence without pay, for the term of their office or any renewal thereof without loss of seniority rights and with the privilege of returning to their former position. In the event their former position has been abolished, then they shall be assigned to an equivalent position at the prevailing rate of pay for the job to which they are assigned.

Section 6. The Business Manager of the Local, or any designated Business Representative of the Union, may be permitted access to the facility at reasonable times and with reasonable notice for the purpose of administering this Agreement provided that there shall be no interference with the work. Such requests for access will not be arbitrarily refused.

ARTICLE XII

SENIORITY

Section 1. Employees covered by this Agreement on its effective date shall be considered to have a seniority date that is their most recent hire date with the Company. Seniority shall be considered only where expressly stated in this Agreement.

Section 2. Where two or more employees have the same seniority date, their seniority shall be determined by the last four digits of the employee's social security number. Those with higher numbers shall have greater seniority.

Section 3. A regular employee's seniority and employment will end with the earliest to occur of the following events:

- (a) Quit;
- (b) Discharge;
- (c) Retirement;
- (d) Failure to return to work within five (5) days of a written notice of recall being sent by certified mail to the employee's last known address;
- (e) Absence from work for three consecutive days without notice to the Company;
- (f) Absence from work extending beyond any approved leave;
- (g) Absence from work that is for more than one-half the employee's seniority (at the time the leave begins) or **nine** months, whichever is less; The Union and the Company may agree to an extension in particular cases;

- (h) A layoff that exceeds one-half the employee's seniority at the time the layoff starts or exceeds twelve months, whichever is shorter.

Section 4. The Company shall solely be responsible for determining when a layoff is needed. Seniority will prevail except that the Company may retain maintenance, tool & die, and fabrication workers by virtue of their skill and ability. The employee with the lower seniority will be laid off, except full-time employees shall have preference over part-time and temporary employees.

Section 5. When it may become necessary to layoff employees, the Company shall give the union five (5) working days notice prior to such anticipated reduction in work force, unless the reason for the layoff could not have been reasonably foreseen by the Company, in which case notice will be given as soon as possible.

Section 6. Employees shall be recalled according to the criteria in section 12.4.

Section 7. In any dispute over the application of the factors listed in section 12.4, the Company's judgment shall be final unless shown by clear and convincing evidence to be arbitrary.

Section 8. The Company will furnish the Union with a seniority list each month. The Union shall have thirty (30) calendar days to raise any issues about the accuracy of the list. The Company will provide the Union with name of any employee who completes the probationary period and whether the employee is a regular or part-time employee during the month that the probationary period is completed.

Section 9. If an employee is transferred out of the Collective Bargaining Unit, retains employment with the Company, and returns to the Collective Bargaining Unit within twelve (12) months, he/she shall be granted accumulated seniority rights less the period of time out of the Unit.

ARTICLE XIII

POSTING

Section 1. If in the opinion of the Company there is an indefinite vacancy in a job covered by this Agreement or a new job is created that is covered by this Agreement, the open position will be posted for three (3) working

days. Eligible employees interested in the job may sign the posting during this period.

Section 2. After the posting period, the most senior employee among those with substantially equal skill and ability in Maintenance, Tool & Die, and Fabrication A&B will be selected to fill the job. Skill and ability is defined as an employee possessing the core skills needed to perform in the posted classification. Maintenance and Tool & Die awardees will be required to pass entrance tests. Fabrication A must be able to pass a welding and finishing test. Fabrication B must be able to read blueprints, be proficient at checking a part to the control plan and print, and be proficient in operating measuring equipment and possess basic computer skills. The Company may take into consideration in the process of awarding posted jobs employees who have Step 3 violations that occurred in the previous twelve calendar months. All other postings will be awarded to the highest senior employee. If no employee posting for the job meets these requirements, the Company may hire from the outside. In any dispute about the Company's application of the above factors, section 12.7 shall apply. The company will offer and post unpaid in-house core skills fabrication training as defined in the posting language, two times per year to full time workers who request it.

Section 3. In determining core skills, the Company may administer tests, ask for demonstrations or temporarily assign an employee to the job for observation for up to five (5) working days. If that person is not selected someone else who signed the original posting may be selected within sixty (60) working days after which time the job will **go to outside hire**.

Section 4. An employee who posts for the original job, but declines said job after it has been summarized and offered to that employee may not post for any job for a period of six (6) months. The current posting will be active for a period of sixty (60) calendar days, from which the Company may select candidates for future openings based on the requirements of the posting. Subsequent openings which are filled from this posting will not have the penalty restrictions listed for the original job. Should the posting list be exhausted prior to the expiration of the sixty (60) day period, the opening will **go to outside hire**.

Section 5. Nothing in this Article shall prevent the Company from filling any job on a temporary basis. If an employee is involuntarily transferred from a posted position, the company will not fill that position for a period of 180 days, except in cases where an employee is under temporary work restriction. When restrictions are removed, the employee will return to their

posted position. If a position is permanently eliminated, the affected employee will immediately be eligible to sign for a posting.

Section 6. An employee who has posted to a new job within the previous six months is not eligible to sign a posting. An employee with less than one year of seniority is not eligible to sign a posting. ***An employee with at least six (6) months of seniority, but less than one (1) year, may be awarded a position that has been designated for outside hire.***

Section 7. Any employee assigned to a new job will have posting rights immediately. Any employee posting to a new job under this Article shall be considered to be on probationary status in that job for 30 working days and may be removed and assigned to another job within that period without recourse.

ARTICLE XIV

DISCIPLINE

Section 1.

(a) Any employee may be disciplined, suspended or discharged for just cause.

(b) In any disciplinary action taken by the Company or when an employee is called to a supervisor's office in a matter that could lead to discipline, a Shop Committee member or Steward will be present.

(c) The Union will be given a copy of any discipline.

(d) Discipline more than six (6) months old will not be used to support current discipline. If an employee does not commit another offense of the same nature within six (6) months, all reference to his/her discipline will be expunged from his/her record except for those offenses stated in paragraph (e) of this section and attendance related discipline.

(e) The Company will use a verbal reprimand, a warning letter and a suspension before discharge, except where the employee is dishonest, sells, possesses or uses illegal drugs, is intoxicated at work (.02 blood/alcohol level), steals, is involved in a fight, threatens any person, is insubordinate, engages in any violence, possesses or threatens to use or get any weapon, engages in sexual

harassment, engages in any fraudulent conduct or engages in any other serious conduct or activity that is inappropriate for the workplace. In such cases immediate discharge is permissible. In addition, performing defective work could lead to a suspension for the first occasion.

Section 2. Grievances over discharge or suspension shall be filed at Step 3 of Section 8.2 within three (3) working days of notice to the employee of discharge or suspension. The Company will notify the Union of any suspension or discharge in writing immediately by copy of the disciplinary form to the steward or shop committee member.

Section 3. Discipline or discharge actions taken by the Company that are not timely grieved shall be considered final and may not be challenged at a later time.

ARTICLE XV

HEALTH AND BENEFITS PLAN

Section 1. The Company, during the term of this Agreement, will provide the employee benefits described in section 15.3 under the terms set forth in this Article. The Company has sole discretion to determine or redetermine whether such benefits shall be provided through an insured plan, a self-insured plan, a self-funded plan or any combination of the above. The Company also has the sole right to select or change any carrier or plan administrator, provided the level of benefits remains substantially the same, unless mandated by the provider.

Section 2. Eligibility. Full time employees shall be eligible for the benefits described in this Article on the 61st day following their date of hire by Wolf Appliance, Inc.

Section 3. Benefits:

(a) Health. The Company may offer one or more HMO / Plans.

The medical benefit shall be:

January 1, 2019 thru **2026** In-network deductible single \$1500/family \$3000, **MOOP single \$2000/family \$4000** and 80/20 coinsurance with \$25/\$50 co-payment on office visits and \$10/\$30/\$50 prescriptions

(b) Sickness and Accident. The Company shall provide a plan that allows a weekly benefit for up to twenty-six (26) weeks. Payments under this plan shall not be made for any illness or injury covered by a worker's compensation law. The weekly benefit schedule shall be:

January 1, 2019	\$390
January 1, 2020	\$410
January 1, 2021	\$420
January 1, 2022	\$440
January 1, 2023	\$460
January 1, 2024	\$480
January 1, 2025	\$500

(c) Long Term Disability plan with the following schedule:

January 1, 2019	\$1,775
January 1, 2020	\$1,825
January 1, 2021	\$1,875
January 1, 2022	\$1,925
January 1, 2023	\$1,975
January 1, 2024	\$2,025
January 1, 2025	\$2,075

(d) Life Insurance. An employee term life benefit subject to reductions due to age or as provided in a group policy. The life benefit shall be:

January 1, 2019	\$24,000
January 1, 2020	\$25,000
January 1, 2021	\$26,000
January 1, 2022	\$27,000
January 1, 2023	\$28,000

January 1, 2024	\$29,000
January 1, 2025	\$30,000

- (e) AD&D. Subject to such limitations and terms as are set forth in a group policy.

January 1, 2019	\$24,000
January 1, 2020	\$25,000
January 1, 2021	\$26,000
January 1, 2022	\$27,000
January 1, 2023	\$28,000
January 1, 2024	\$29,000
January 1, 2025	\$30,000

- (f) Dental. Coverage shall include coverage to employees and eligible dependents where applicable. Effective in the first year of this agreement the plan in effect will be the Delta Dental Premier Plus Benefit. The plan design is as follows: deductible per calendar year – \$25.00 individual, \$50.00 family; calendar year maximum \$1,500.00; preventative services paid at 100%; basic restorative services paid at 100% after deductible; major restorative services paid at 100% after deductible; orthodontics paid at 50% for dependents under age 19, life time maximum \$2,000.
- (g) Dependents. Dependents over 19 must be full-time students and claimed as a dependent on the employee's tax return to be covered under any benefit plan, program, or policy.
- (h) Flexible Spending Account. A section 125a plan is provided.

Section 4. Premiums.

January 1, 2018 thru 2026: The Company will contribute 90% towards the lowest cost HMO/Plan premium. Employees and spouses will be required to participate in wellness initiatives as outlined by the Company and Union. An employee and spouse

not electing to participate in wellness initiatives will contribute an additional 20% of the health care premium. An employee selecting an available higher cost HMO/Plan shall pay the increased cost between the new Company contribution and higher cost HMO/Plan.

Section 5. Limitations. The Company's obligations under this Article are limited to making available the plans or policies required by this Article and to pay any premiums required by this Article. Nothing in this Agreement shall make the Company responsible for any other matter relating to any employee benefit plan, policy or contract and the sole remedy for any dispute or claim relating to any such benefit shall be against the plan or carrier and according to those procedures provided by the plan, policy or benefit contract.

ARTICLE XVI

SUBSTANCE ABUSE

The Company will follow, and employees will comply with the Substance Abuse policy. Any revisions to this policy will be reviewed with the Union bargaining Committee.

ARTICLE XVII

HOLIDAYS

Section 1. The following days will be considered holidays under this Agreement for regular full-time employees:

Last Full Working Day before New Year's Day
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Thanksgiving Friday
Last Full Working Day before Christmas Day
Christmas Day

Section 2. Holiday pay shall be eight (8) hours pay at the employee's base hourly rate or ten (10) hours of such pay if the employee is scheduled for a

four day work week, but in no event will the holiday pay and the scheduled nonovertime hours equal more than 40 for that week.

Section 3. An employee who does not work his or her scheduled workday before and after the holiday shall not receive holiday pay unless the absence was due to scheduled paid time off, military leave, illness or injury supported by medical certification (**doctor's note** when requested) or jury duty.

Section 4. If a holiday designated by this Agreement falls on a Saturday or Sunday, the Company will advise employees at least thirty (30) days in advance whether the holiday will be observed on Friday or Monday.

Section 5. Effective January 1, 2008, the Company will provide a floating holiday to be scheduled in the prior fiscal year by agreement of the union and the Company. In the event the Company should implement a plant shutdown as provided for in section 18.4 the floating holiday will be used during said shutdown period.

ARTICLE XVIII

VACATIONS

Section 1. Regular full-time employees with sixty (60) days of service by June 30th, but less than one (1) year of service with the Company, shall receive a prorated amount of one (1) week's vacation.

Section 2. The following schedule reflects the amount of vacation earned each year, effective June 30 **or the start date of the new vacation year as defined by the LOU dated April 16, 2010**

Employees on probation	None
Between completion of probation and the date of first new vacation year	Pro-rated 40 hours
Non-probationary employees as of first new vacation year	1 week
Employees with 1 year to 2 years	1 week
Employees with 2 years	2 weeks
Employees with 4 years	2 weeks + 1 Day
Employees with 5 years	2 weeks + 2 Days
Employees with 6 years	2 weeks + 3 Days

Employees with 7 years	2 weeks + 4 Days
Employees with 8 to 11 years	3 weeks
Employees with 11 years	3 weeks + 1 Day
Employees with 12 years	3 weeks + 2 Days
Employees with 13 years	3 weeks + 3 Days
Employees with 14 years	3 weeks + 4 Days
Employees with 15 years	4 weeks

Incentive employees will be paid \$1.00 per hour more than 180 day base hourly pay rate for all paid time off.

Section 3. A vacation day shall equal eight (8) hours pay at the employee’s current base hourly rate or ten (10) hours of such pay if the employee is scheduled for a four day work week, but in no event will the vacation pay and the scheduled nonovertime hours equal more than 40 for that week.

Section 4. The Company may schedule two periods per year as facility shut down periods. Employees are required to use earned vacation during facility shutdowns. Vacation not needed for facility shutdowns may be requested and scheduled by seniority between January 1st and ***end of shift on*** March 1st in any year. ***After that deadline***, vacation may be scheduled based on the earliest request. Vacation time off must be scheduled at least twenty-four (24) hours in advance of using it. Vacation requests are subject to the need to maintain efficient operations and may be denied if, in the Company’s discretion, operations will be adversely affected. Employees must take all vacation not reserved for shutdowns before June 30th of the next year. Vacation time not so used will be bought out. For vacations of a week or longer, the employee may request to be paid vacation pay in advance.

Section 5. No vacation will be earned on any June 30th by any employee who is not employed on June 30, or who has been on layoff for more than thirty (30) days as of June 30th. Earned and unused vacation will be paid to employees who quit, who are discharged, or who are laid off for more than thirty (30) days.

Section 6. Employees laid off for lack of work, who do not work because of illness or injury, or who are on leave of absence, shall receive pro-rated vacation pay, provided any such absence exceeds thirty (30) days. Military Reservists will be given an automatic leave of absence without pay, for the

term of service without loss of seniority rights and with the privilege of returning to their former position.

Section 7. Personal Days

Regular full time employees with one year or more of seniority on June 30 shall be entitled to (3) days of personal leave as of that date. A personal leave day shall equal eight (8) hours pay at the employee's base pay. An employee may accumulate up to twenty-four (24) personal days. Unused personal days over 15 may be sold back to the company.

Personal days may be used for:

(a) Any personal reason, *in increments of four (4) hours*, provided that the employee request and obtains permission to be absent not less than 24 hours before the absence.

(b) Employees may use personal days on a no notification basis with a call prior to their shift at a rate of one personal day per employee every rolling four (4) months for emergencies. However, with the understanding that employees in the attendance discipline process will not be able to use the no notification basis. The Company may require satisfactory evidence and documentation of emergencies to support the use of personal days on a no notification basis. Such use may be terminated by the Company in consultation with the Union if it is determined after each four month period that this privilege has been abused.

Employees will not receive an occurrence under the Company's Attendance Policy for the use of authorized personal days as outlined in a & b above.

The Company may require satisfactory evidence to support any unscheduled use of personal days, and may require different information than is allowed by family leave laws. Unused personal days will be paid to employees who quit, who are discharged, or who are laid off for more than thirty (30) days.

ARTICLE XIX
OVERTIME/CALL IN

Section 1. Overtime to be performed at the end of a shift will first be offered to the employee then working in the job where the overtime is to be worked with the exception of assembly cell overtime. Assembly cell overtime will be awarded to the highest senior qualified employee in the cell. If that employee declines the overtime, the overtime will then be offered by seniority to any qualified employee in the cell. The Company may not mandate overtime during the months of May 1- September 1 in any given year for non-fabrication departments. The Company may not mandate overtime during the months of April 15 – August 15 in any given year for Fabrication departments. Any fabrication employee mandated to work the scheduled weekend will be exempt from being mandated to work the next mandated weekend. Fabrication employees who are mandated to work a weekend shift may be excused from working that required shift provided they are able to obtain a replacement that has the skills and ability required to perform the necessary work. Such agreement must be approved in advance by the Supervisor. Fabrication employees who do not work their scheduled mandatory weekend shift due to having an approved Friday or Monday off under Section 6 of this Article, or have been approved for a replacement on their mandatory weekend or who volunteer and are approved as a replacement on their non-mandatory weekend, will not be exempt from being required to work their next mandated weekend.

Section 2. In the event overtime is needed before a shift or on another day, the most senior person posted into or are assigned to a job/cell will be offered the overtime. If an employee offered such overtime declines the overtime, the overtime may then be offered to the next most senior qualified employee in the cell /job, then to the most senior employee who has established that he or she can effectively do the work. The Company will notify employees of scheduled weekend overtime no later than the end of their shift on the preceding Thursday. For all other overtime the Company will give twenty-four (24) hours notice.

Section 3. Employees who accept an overtime assignment and fail to show up for work are subject to discipline.

Section 4. In any dispute over whether an employee can effectively do the overtime work or has the required ability, the Company's judgment shall be final unless shown by clear and convincing evidence to be arbitrary.

Section 5. The Company will not treat overtime assignments as required unless no qualified employee accepts the assignment on a voluntary basis. If employees are not available for voluntary overtime, the Company may, upon written notice to the Union, cease using sections 19.1 and 19.2 and

make all overtime assignments required beginning with the lowest senior employee in the cell or department.

Section 6. Overtime shall be paid at time and half the employee's base hourly rate for all hours worked in excess of forty (40) hours per week or in excess of eight (8) hours per day if scheduled for a five day eight (8) hours per day work week or then (10) hours per day if scheduled for a four day ten (10) hours per day work week. Double time will be paid for all **hours worked on Sunday and holidays** (unless Sunday is part of the employee's normal workweek). Vacation, personal days, holiday, jury duty and funeral leave will count as hours worked for the purposes of calculating Saturday overtime. If an employee has scheduled vacation or personal paid time off on the Friday before or the Monday after a required Saturday, they will not be required to work the scheduled weekend overtime.

Section 7. Regular employees who report for work at their usual starting time and have not been notified not to report by at least quitting time of their shift of the preceding day, shall be guaranteed at least four (4) hours of work or pay based on the established rate, except where an "Act of God" or an emergency beyond the control of the Company prevents work that day. The Company will make every reasonable effort to provide four (4) hours of work for the employees who are called in to work outside of a regular shift. If the entire plant is scheduled to work outside of a regular shift, four (4) hours of work or pay based on the established rate will be guaranteed. This section shall not apply to overtime immediately following or preceding a regular shift.

Section 8. First shift employees must notify the Company they will be absent or tardy within one (1) hour after the start of the first shift. Second and third shift employees must notify the Company prior to start of their respective shift, except in instances which are beyond the control of the employee.

ARTICLE XX

WORKWEEK

Section 1. There shall be no guaranteed workweek. The normal workweek shall be five (5) consecutive eight hour days. The normal workweek, including shift starting times, may be varied because of production or other business needs.

Section 2. Employees will be advised of any change to the workweek at least seven (7) calendar days in advance.

Section 3. The Company may elect to change the regular workweek of some or all employees to a consecutive four day, ten (10) hour per day schedule.

Section 4. Each employee may take a fifteen minute paid break for each four (4) hours worked. The break should be taken about three (3) hours into the four hour period. Breaks must be taken only with the permission of the employee's supervisor. Breaks may not be combined. In situations where an employee works weekday overtime of ten hours or more, an additional ten minute break will be given.

ARTICLE XXI

JURY DUTY/FUNERAL LEAVE

Section 1. An employee required to serve on a jury shall be paid the difference between jury pay and his or her scheduled hours at his or her regular straight-time rate for each scheduled work day the employee is unable to work because of jury duty, up to a maximum of six weeks in any twelve month period.

Section 2. Jury pay will not be paid for any day the employee fails to provide proof of jury service, if the employee is released from jury duty and can return to work for at least four (4) hours or if the employee does not advise the Company of possible jury service at least three (3) days before having to report.

Section 3. Employees shall be allowed up to three days off with pay from scheduled work as funeral leave. Such leave cannot begin before the date of death or extend beyond the day after the funeral. Funeral leave is available only in the event of the death of the following: spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, grandchild, grandparents and stepsisters, brothers, mothers, fathers and children. Employees shall be allowed up to a maximum of one (1) day for brother-in-law and sister-in-law. If the death occurs during an employee's scheduled vacation, a shutdown period or a holiday covered by this Agreement, the employee shall be granted additional days equal to the days he would have missed if working his normal schedule. Pay for funeral leave shall be at the employee's base rate for the number of straight-time hours he was scheduled to work.

The Company will provide one (1) day unpaid/excused funeral leave for relatives not covered under article 21.3. An employee may be granted additional leave without pay following the death of a member of the employee's immediate family. Such absences will be excused.

ARTICLE XXII

RETIREMENT

Section 1. During the term of this Agreement the Company shall make available to regular full-time and part-time employees covered by this Agreement a 401K retirement plan.

Section 2. An employee eligible to participate in the 401K plan according to its terms may voluntarily contribute up to 20% of his or her pay to the plan. **Effective 1/1/2019 the Company will match employee contributions at the rate of \$.20 per dollar contributed, up to an annual maximum of 1% of the employees' pay.** The Company will match these contributions at a rate (according the following schedule) per dollar contributed, up to a maximum % (also according to the following schedule) of employee's base pay.

Section 3. The Company commencing on the employees 31st day of employment will also contribute to the 401k an amount for each hour worked for each employee eligible to participate in the 401k plan according to the following schedule:

January 1, 2018	\$0.71
January 1, 2019	\$0.76
January 1, 2020	\$0.81
January 1, 2021	\$0.86
January 1, 2022	\$0.91
January 1, 2023	\$0.96
January 1, 2024	\$1.01
January 1, 2025	\$1.06

ARTICLE XXIII

WORK ASSIGNMENTS/PAY

Section 1. Employees covered by this Agreement will be paid the hourly rates set forth in Schedule A. Those rates are minimums and the Company, at its sole discretion after consulting with the Shop Committee, may pay all or some employees more than the rates in Schedule A.

Section 2. Any description of duties for a position or the job titles of employees are intended only to describe usual tasks and work activities. They are not an exclusive granting of tasks or activities to employees covered by this Agreement nor are employees covered by this Agreement limited or prohibited from performing any tasks or work activities. Employees shall perform all work assigned.

Section 3. Should the Company elect to create a new job or should an existing job be substantially changed in terms of skill, effort or responsibility on an indefinite basis, the parties will meet to discuss the hourly rate that should be assigned to that job. If the Union and the Company cannot agree on a rate within ten (10) working days, the rate assigned by the Company shall be the rate for the job.

When a new cell is established, new cell employees employed at least 180 days will be paid the 180 day production base rate. Newly hired employees with less than 180 days of service will be paid according to the production base rate progression. Until an incentive rate system is established for the new cell, workers in the new cell with at least 180 days of service will be paid one (1) dollar per hour incentive for all hours worked in the cell upon ratification of this contract.

Section 4. It is acknowledged that during the term of this Agreement new technology and equipment may be obtained by the Company which could affect the work of employees. It is agreed that the Company may acquire and use such equipment as it deems appropriate irrespective of the effect on the work assignments or activities of employees. Employees agree to use such equipment as directed by the Company.

Section 5. Paydays shall be on Friday for first shift employees and on Thursday for second and third shift employees.

Section 6. If the Company elects to have a second or third shift, employees assigned to the second shift shall receive shift pay of **\$1.50** per hour; employees assigned to the third shift shall receive shift pay of **\$2.00** per hour.

Section 7. Maximum incentive opportunity ***starting November 1, 2018 will be \$1.74.***

New employees hired after October 18, 2010 will not be eligible to earn incentive pay until they have achieved six months of seniority.

ARTICLE XXIV

MISCELLANEOUS

Section 1. Employees may inspect their personnel files as allowed by law.

Section 2. The Company will provide **six** bulletin boards for the Union to post notices. The Union agrees that no notices which are illegal or disparaging of the Company or its personnel shall be posted.

Section 3. The Company shall have the right to require employees to be examined by a physician appointed by the Company at such time as the Company deems advisable in the interest of health and safety of the individual employee or his/her fellow employees and to verify assertions of disability, injury or illness. The Company shall pay for all such examinations. This shall not interfere with an employee's right also to seek treatment from his/her own physician in non-emergency situations or for subsequent treatment following an emergency.

Section 4. Use of **all** tobacco products is permissible only in designated areas and during scheduled paid breaks and nonwork hours.

Section 5. Employees shall be permitted five (5) minutes of Company time at the end of the shift in which to wash up.

Section 6. *Personal portable headsets and musical devices approved by management will be allowed for positions determined by the company to not pose a safety hazard. Positions currently excluded are material handling operators, operations where multiple operator must work together, hi-bay operators, crane operations, and maintenance. Musical devices that are part of a cell phone will not be allowed. Earbuds or headsets in the aisles will not be allowed.*

ARTICLE XXV

HEALTH AND SAFETY

Section 1. The Company **will** observe all applicable health and safety laws and regulations and will take reasonable steps to assure employee health and safety. Should any employee become aware of conditions he/she believes to be unhealthy or dangerous to the health and safety of employees and clients, the employee shall report the condition immediately

to the supervisor. All unsafe or unhealthy conditions shall be remedied as soon as possible.

Section 2. The parties hereto recognize the importance of safety provisions in the plant for the welfare of the employees and the protection of the Company's property. The Union and the Shop Steward shall cooperate with the Company to encourage and support safety, cleanliness and discipline at all times. All injuries must be reported at the time of injury, at the onset of symptoms, or prior to leaving work. The Company will not arbitrarily refuse an employee medical treatment for an industrial injury.

Section 3. Employees whose work requirements, in the opinion of the Company, demand the use of gloves, aprons or uniforms, shall have them furnished by the Company. All used and worn out gloves and aprons furnished by the Company shall be turned in to the Company before any new gloves or aprons are issued. Employees agree to cooperate in the matters of gloves, aprons and uniforms to prevent abuses. In the event that gloves, apron and uniforms are lost or misplaced, the employee shall obtain replacement at cost.

Section 4. *If inclement weather causes the shutdown of a shift, the Company will update its weather hotline two hours prior to the shift.*

ARTICLE XXVI

LEAVES OF ABSENCE

Section 1. Military leaves shall be granted according to applicable law.

Section 2. Medical and family leaves shall be granted according to applicable law. For purposes of state family leave laws the Company will use a calendar year. For purposes of federal family leave law the Company will use a rolling 12-month period measuring backward from the date any such leave is used. Leave under state and federal law will be considered used concurrently, to the extent covered by each law. Employees are required to comply with any notice, certification and return requirements contained in such laws. Employees who are not eligible for leave under these laws or who have used up available statutory leave, shall not be granted leave, except as may otherwise be required under worker's compensation law. Any absence that is not covered by FMLA, worker's compensation law, vacation, military duty, jury duty, personal days, approved leave or funeral leave will be considered unexcused.

Section 3. Absences due to work related illnesses or injuries that involve a serious health condition shall be considered as leave under the FMLA.

Section 4. The Company will continue health insurance coverage for employees taking FMLA leave as required by law. ***Employees will reimburse the Company for all health insurance premiums owed as a result of health insurance continuation. These arrears deductions will be taken out of consecutive checks upon return to work but no single weekly arrears deduction will exceed 25% of the employee's weekly gross pay.***

Section 5. The Company will require any employee taking FMLA leave to submit any certification from a health care provider allowed by law. Request for any extension will require medical recertification.

Section 6. Employees taking federal FMLA leave may substitute any vacation or personal days not reserved for shutdown for any FMLA leave taken. Unless required by law, intermittent or partial leave generally shall not be allowed. The Company, in its sole discretion, may allow such leave in exceptional cases.

Section 7. Any employee who does not return to work at the end of an approved leave shall forfeit his or her seniority and be considered to have quit.

ARTICLE XXVII

COMMUNICATIONS

Section 1. The Company may hold monthly meetings on Company time which are plant-wide, department-wide or in smaller groups at which current issues, concerns, problems, plans or other matters may be discussed with employees. These meetings shall not be used to discuss pending grievances.

Section 2. The Company may use process action teams. Such teams may be composed of employees and others designated by management and may meet on Company time at such times that the team designates to address, solve or deal with changes in operations, production methods or techniques or similar matters. If minutes are taken at such meetings they will be made available to the union on reasonable request.

Section 3. The Union agrees to cooperate with the Company in efforts to improve safety, efficiency, methods, productivity and cleanliness.

ARTICLE XXVIII

COMPLETE AGREEMENT

Section 1. If any article or section of this Agreement or any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restricted by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the application of such article or section to persons or circumstances other than those as to which it has been restrained shall not be affected thereby. Upon a final determination that any provision of the contract is invalid or violates the law, the parties shall meet within 30 days to negotiate terms or provisions to replace the provision(s) that have been declared invalid or unlawful with proper terms.

Section 2. During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to negotiate, and the Union expressly waives its right to require the Company to negotiate, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.

Section 3. It is further agreed that this Agreement constitutes the entire agreement of the parties relating to hours, wages and terms and conditions of employment, that it establishes the minimum benefits and terms and conditions of employment that the parties intend to preserve for the term of this Agreement and that the Company is free to continue, discontinue or adopt at its sole discretion any benefit or practice not expressly preserved by this Agreement or inconsistent with its express terms. A Company or Union decision to act, or its inaction, on any matter shall not limit its discretion or right to act on any matter or future occasion. Any amendment or modification to this Agreement shall be valid only if in writing and signed by authorized representatives of the parties.

Section 4. Upon the termination of this Agreement all wages, hours or other terms and conditions of employment established by this Agreement, irrespective of claims of accrued or vested rights, shall terminate, except as required by the National Labor Relations Act.

Signatures

Schedule A

10/29/2018	Start	60 Days	120 Days	180 Days
Shipping, Receiving, Material Handler	\$17.92	\$18.20	\$18.54	\$18.89
Production	\$17.92	\$18.20	\$18.54	\$18.89
Fabrication A	\$20.59	\$20.87	\$21.21	\$21.56
Fabrication B	\$19.26	\$19.54	\$19.88	\$20.23
Maintenance Assistant	\$20.33	\$20.61	\$20.95	\$21.30
Maintenance Mechanic	\$21.70	\$21.98	\$22.32	\$22.67

10/27/2019	Start	60 Days	120 Days	180 Days
Shipping, Receiving, Material Handler	\$18.45	\$18.75	\$19.10	\$19.46
Production	\$18.45	\$18.75	\$19.10	\$19.46
Fabrication A	\$21.20	\$21.50	\$21.85	\$22.21
Fabrication B	\$19.83	\$20.13	\$20.48	\$20.84
Maintenance Assistant	\$20.93	\$21.23	\$21.58	\$21.94
Maintenance Mechanic	\$22.34	\$22.64	\$22.99	\$23.35

11/1/2020	Start	60 Days	120 Days	180 Days
Shipping, Receiving, Material Handler	\$19.00	\$19.31	\$19.67	\$20.04
Production	\$19.00	\$19.31	\$19.67	\$20.04
Fabrication A	\$21.83	\$22.14	\$22.50	\$22.87
Fabrication B	\$20.42	\$20.73	\$21.09	\$21.46
Maintenance Assistant	\$21.56	\$21.87	\$22.23	\$22.60
Maintenance Mechanic	\$23.01	\$23.32	\$23.68	\$24.05

Schedule A - Continued

10/31/2021	Start	60 Days	120 Days	180 Days
Shipping, Receiving, Material Handler	\$19.53	\$19.84	\$20.21	\$20.59
Production	\$19.53	\$19.84	\$20.21	\$20.59
Fabrication A	\$22.44	\$22.75	\$23.12	\$23.50
Fabrication B	\$20.99	\$21.30	\$21.67	\$22.05
Maintenance Assistant	\$22.16	\$22.47	\$22.84	\$23.22
Maintenance Mechanic	\$23.65	\$23.96	\$24.33	\$24.71

10/30/2022	Start	60 Days	120 Days	180 Days
Shipping, Receiving, Material Handler	\$20.08	\$20.40	\$20.78	\$21.16
Production	\$20.08	\$20.40	\$20.78	\$21.16
Fabrication A	\$23.07	\$23.39	\$23.77	\$24.15
Fabrication B	\$21.58	\$21.90	\$22.28	\$22.66
Maintenance Assistant	\$22.78	\$23.10	\$23.48	\$23.86
Maintenance Mechanic	\$24.31	\$24.63	\$25.01	\$25.39

5/1/2023	Start	60 Days	120 Days	180 Days
Shipping, Receiving, Material Handler	\$20.63	\$20.96	\$21.34	\$21.74
Production	\$20.63	\$20.96	\$21.34	\$21.74
Fabrication A	\$23.70	\$24.03	\$24.41	\$24.81
Fabrication B	\$22.17	\$22.50	\$22.88	\$23.28
Maintenance Assistant	\$23.40	\$23.73	\$24.11	\$24.51
Maintenance Mechanic	\$24.98	\$25.31	\$25.69	\$26.09

Schedule A - Continued

5/6/2024	Start	60 Days	120 Days	180 Days
Shipping, Receiving, Material Handler	\$21.03	\$21.36	\$21.76	\$22.17
Production	\$21.03	\$21.36	\$21.76	\$22.17
Fabrication A	\$24.17	\$24.50	\$24.90	\$25.31
Fabrication B	\$22.61	\$22.94	\$23.34	\$23.75
Maintenance Assistant	\$23.86	\$24.19	\$24.59	\$25.00
Maintenance Mechanic	\$25.47	\$25.80	\$26.20	\$26.61

5/5/2025	Start	60 Days	120 Days	180 Days
Shipping, Receiving, Material Handler	\$21.45	\$21.79	\$22.20	\$22.62
Production	\$21.45	\$21.79	\$22.20	\$22.62
Fabrication A	\$24.64	\$24.98	\$25.39	\$25.81
Fabrication B	\$23.05	\$23.39	\$23.80	\$24.22
Maintenance Assistant	\$24.33	\$24.67	\$25.08	\$25.50
Maintenance Mechanic	\$25.97	\$26.31	\$26.72	\$27.14

Effective 10/29/2018, Kuhlmeier operation is part of Fab A classification.

Fabrication A – Welding, *Kuhlmeier*

Fabrication B - Press Operators, Grinding

1 Maintenance employees will be eligible for extra pay based on skill development, experience, and comprehension as demonstrated by successfully attending classes and passing tests based on classroom instruction, and acquiring experience at Wolf Appliance. The Maintenance Assistant may elect to complete or test out of (5) courses. For each course successfully completed, the employee will receive \$.50 per hour or a total of \$2.50 for 5 courses. ***In addition to the five required courses, up to four additional classes will be available for enhanced training in the area of advanced automated manufacturing controls/tooling maintenance. Upon successful completion or test out of any of these course, the employee would receive .50/hour. Two additional enhanced training opportunities will be available specific to either the maintenance or tool and die track. Upon completion of all required components of each of these training opportunities with a minimum passing score equivalent to 70%, employees would receive .50/hour for a total of \$1.00/hour.***

Additionally, the Maintenance Assistant will be paid ***\$.75*** per hour at the completion of (1) year of service, ***\$.75*** per hour at the completion of (2) years of service, and ***\$.75*** per hour at the completion of (3) years of service. ***Credit for qualified maintenance work prior to working at Wolf Appliance can be considered toward the time for the on the job pay requirements. Upon completion of 5 courses and the fourth year of on the job training pay requirements the employee will be classified as a Maintenance Mechanic and will receive an additional \$1.75 per hour.***

LETTER OF UNDERSTANDING

Transfer of Production

October 19, 2006

This collective bargaining agreement will apply to the production of cooking products by Wolf Appliance, Inc. anywhere in the State of Wisconsin, except as may be prohibited by law.

For the Company

For the Union

Date

Date

LETTER OF UNDERSTANDING

Safety Shoes and Safety Glasses

October 19, 2006

The Company agrees to let the current **\$75.00** annual reimbursement for safety shoes and **\$75.00** annual prescription safety glasses roll for 3 years or **\$225.00** each.

For the Company

For the Union

Date

Date

LETTER OF UNDERSTANDING

Work Measurement Procedure

The company will develop production time standards based on the use of standard data where possible. If standard data is not available, the company will use stop watch studies to develop production time standards. Employees may review production time standards and meet with Company representatives if there is a dispute over the standards. Any audit of the standard data will be accomplished utilizing motion elements only. Disputes are subject to the grievance procedure.

For the Company

For the Union

Date

Date

LETTER OF UNDERSTANDING

Insurance Premiums

Annually, prior to premium changes being applied, the parties will meet to discuss the renewal and review plan statistics.

Should there be substantial changes to the Affordable Care Act, the Company and Union will agree to enter into discussions on the impact of such changes to the health benefit program with notification from either party.

The company may at its discretion establish an onsite clinic with reduced co-pays.

For the Company

For the Union

Date

Date

LETTER OF UNDERSTANDING

Contract Re-Openers

The Company agrees that it will not seek to re-open the current agreement until the contract reopener as specified in Article III.

For the Company

For the Union

Date

Date

LETTER OF UNDERSTANDING

Educational Assistance

The company may reimburse employees for up to 40 courses (including books and lab fees) per year on a first come-first served basis. Classes must be taken at an accredited institution and will only be eligible for reimbursement if approved by the Company prior to taking the course. The employee is responsible for the up-front course fees and books. The employee must pass the course with a B average or better to be reimbursed.

For the Company

For the Union

Date

Date