

Collective Bargaining Agreement

Between

**District Lodge 26
And Its Affiliated Local Lodge 743**



**International Association of Machinists and Aerospace
Workers, AFL-CIO**

And



Effective Date April 17, 2023 until April 19, 2026

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AGREEMENT

This Agreement, entered into this 17th day of April, 2023, by and between TLD ACE (hereinafter referred to as the "Company"), and Local Lodge 743 of the International Association of Machinists and Aerospace Workers and its District Lodge 26 (hereinafter referred to as the "Union").

The purpose of this Agreement is to promote continuity of harmonious relations between the Company and the Union and to define rates of pay, hours of work and other conditions of employment for employees covered by this Agreement.

ARTICLE 1 - COVERAGE

The provisions of this Agreement shall be binding upon the Union and the Company, and shall not be affected or changed by the sale or merger of the Company, or change of name, location and/or ownership.

This Agreement shall apply to the bargaining unit certified by the National Labor Relations Board on July 17, 1959, in Case No. 1-RC-5656. Coverage shall apply to all production and maintenance employees at the existing plant, any addition thereto, or to any plant newly constructed or operated by the Company, in accordance with applicable law, excluding only engineers, designers, draftsmen, secretaries, office and clerical workers, quality controllers, professionals, guards, supervisors, and administrative and sales employees.

ARTICLE 2 - RECOGNITION

The Company hereby agrees to recognize the Union and will continue to recognize and deal with the Union during the term of this Agreement or any extension thereof as the sole and exclusive bargaining agent regarding rate of pay, hours of work and other conditions of employment for the employees defined in Article 1 Coverage.

ARTICLE 3 - MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to hire, select, assign, transfer, promote, demote, discipline and terminate employees on the basis of knowledge, training, skill and performance; to discipline, suspend or discharge employees for justifiable causes and the right to lay off employees because of lack of work or for other legitimate reasons are rights exclusively vested in the Company.

The management shall have the exclusive right to judge on the products to be manufactured; the location and number of its plants; movement of production from one Company plant to another; to establish production schedules to vary with the work load due to better methods and the effect of business conditions; to vary processes and methods of manufacturing; to set the standards, quality and quantity of work; and to change its products and its schedules.

The Company has the right to enforce plant rules and regulations now in effect and which it may issue from time to time as the need arises, and a copy of such rules will be given to the Union and the employees.

The management rights specified in this Agreement are not to be considered as a waiver of any rights of the Company not described, whether or not such rights have been exercised by the Company in the past.

It is agreed that, except as specifically delegated, abridge, granted or modified by the Agreement, all of the rights, powers and authority the Company had prior to the signing of this Agreement are retained by the Company and remain the exclusive right of management without limitation. All of the rights of management which are not expressly modified or limited by a specific provision of this Agreement are not subject to the grievance or arbitration procedure.

ARTICLE 4 – UNION RESPONSIBILITY

The Union recognizes its responsibility as the exclusive bargaining agent of the employees covered by this Agreement and realizes that, in order to provide maximum opportunities for continuing employment, good working conditions and fair and equitable wages, the Company must be in a stable financial position. The Union will cooperate with the management in the attainment of these goals by not directly opposing or interfering with the legitimate and reasonable efforts of the Company to maintain and improve the skill, ability and production of the employees and to prevent waste of time, materials, tools and supplies.

The Union and its members realize that acts of sabotage, subversive activities, workplace violence, theft, damage or the taking of Company property, materials or trade secrets seriously affect the competitive and financial position of the Company and will not condone such acts.

ARTICLE 5 –MAINTENANCE OF MEMBERSHIP

All employees who on the effective date of this Agreement are members of the Union and all employees who thereafter choose to become members on or after the ninetieth (90th) day following the beginning of their employment will maintain their membership in the Union by payment of monthly dues to the Union for the duration of this Agreement.

Any employee who is a member of the Union on the signing date of this Agreement may withdraw from the Union during the first (1st) year of the Agreement only by notifying the Union by certified mail within ten (10) days prior to the anniversary date of their having joined the Union.

ARTICLE 6 – CHECK-OFF

Section 1. Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's pay the initiation and reinstatement fees, and dues payable him/her to the Union during the period provided for in said authorization. The amount will be certified by the Secretary-Treasurer of the Local Lodge.

Section 2. Deductions shall be made on account of initiation and reinstatement fees from the first (1st) pay of the employee after receipt of the authorization. Deductions shall be made on account of Union dues from the earnings of all employees who have worked a minimum of five (5) days during the current month after receipt of the authorization, and monthly thereafter. The Union will provide the Company with the amount of monthly dues once a year or when increased. This amount will be deducted from the employee's pay on a weekly basis.

Section 3. Deductions provided for in Section 1 shall be remitted to the Secretary-Treasurer of the District Lodge 26 no later than the tenth (10th) day of the month following the deduction and shall furnish the Secretary-Treasurer of the Local Lodge monthly with a record of those for whom deductions have been collected and the amounts of the deduction. If deductions were made for an employee and are no longer made then the Company will inform the Union why deductions are no longer being made.

Section 4. The Union agrees that it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Company in accordance with the terms of this Article.

Section 5. If, in any week, the earnings of an employee who authorized such deductions are insufficient to permit deductions to be made, the Company will make the appropriate deductions in the employee's earnings in the next week.

Section 6. If, after two (2) consecutive months the earnings of an employee who authorized such deductions have been insufficient to permit such deductions to be made, the obligation of the company to deduct Union dues will then revert to a current basis and it is understood that the Company will have no further obligation for the collection of past dues in such cases.

Section 7. It is agreed that the Company shall honor check-off assignment cards only when such cards are properly executed in the form of the sample attached hereto and made part of this Agreement as Attachment (B).

ARTICLE 7 – NON-DISCRIMINATION

The Company and the Union mutually agree to cooperate in establishing and/or maintaining, at the facilities covered by this Agreement, equal employment opportunity, minority business enterprise and affirmative action programs consistent with all governmental statutory obligations applicable to employees and applicants for employment, and thereby to provide equal treatment with respect to rates of pay, benefits and other terms and conditions of employment and employment opportunity regardless of race, color, creed, religion, sex, national origin, age or handicap.

Subject to the terms of this Agreement, neither party will discriminate against or in favor of any employee because of membership or non-membership in the Union.

Both the Company and the Union recognize that the employees covered by this Agreement have the right to become or remain members of the Union or to refuse to become or remain members of the Union without being subject to restraint or coercion from either the Company or the Union because of their exercise of this right.

There shall not be solicitation of employees for Union membership, dues or fees conducted upon the premises of the Company during working time by the Union, its representatives or by employees; nor shall there be any distribution or collection of any Union literature, including assignment cards for Union dues or fees, conducted upon the premises of the Company during working time by the Union, its representatives or by employees.

ARTICLE 8 - HOURS OF WORK

For all employees covered by this Agreement the regular workweek shall begin at 12:30 a.m. on Monday and shall end at 12:30 a.m. on the following Monday. The regular work schedule shall be forty (40) hours at eight (8) hours per day on the first and second shift, and thirty-seven and

one half (37-1/2) hours at seven and one half (7-1/2) hours per day on the third shift, five (5) days per week, Monday through Friday, inclusive.

The regular workday shift hours shall be 6:30 a.m. to 3:00 p.m. with a thirty (30) minute unpaid lunch period.

The pay week shall start at the beginning of the shift on Monday and end before the starting time on the following Monday.

For work on any day less than the full shift period of eight (8) hours on the first and second shift, and seven and one-half (7-1/2) hours on third shift, pay shall be for the number of hours worked.

The Company shall have the prerogative of changing shift hours after first posting notice of change. The Company will make a reasonable effort to inform the Union five (5) days prior to changing shift hours.

The above work schedule does not constitute a work guarantee on the part of the Company. When the Company schedules a two (2) or three (3) shift operation the employees working the added shifts will do so on the following schedule:

Second Shift: Work will begin at 3:00 p.m. to 11:30 p.m. with a thirty (30) minute unpaid lunch period. Employees will be paid for eight (8) hours providing a full schedule of hours are worked. Employees who are assigned to the second shift will be given a seven percent (7%) per hour shift differential in addition to their hourly wage rate.

Third Shift: Work will begin at 11:00 p.m. to 6:30 a.m. with a twenty (20) minute paid lunch period. Employees will be paid for eight (8) hours providing a full schedule of hours are worked.

If a reduction in the number of employees is necessary to curtail production, the Company shall have, after prior notice to the Union, the option of reducing the weekly work hours in lieu of layoff in order to keep the work force intact.

ARTICLE 9 - SHOP COMMITTEE AND UNION REPRESENTATION

The Company recognizes and will deal with accredited representatives of the International Union, District Lodge, and the accredited members of the shop committee and stewards as follows in matters relating to grievances and interpretations of this Agreement which affect the relationship between the Company and the Union. The company will recognize one (1) existing steward as a safety steward in addition to his other duties.

	<u>Shop Committee</u>	<u>Steward</u>
First Shift	1 if less than 55 2 if over 55	1 if less than 55 2 if over 55 3 if over 100 4 if over 150
Second Shift	1	1
Third Shift	1	1

The Union agrees to notify the Company in writing of the Union officers, shop committee and stewards on a current basis.

The steward or committee person shall be allowed to leave his/her job to investigate or adjust a complaint and grievance. However, it is agreed that any such Union representative leaving his/her job shall first get permission from his foreman and shall notify his/her foreman after the investigation. It is further agreed that time spent for such purposes shall be charged to an

assigned number and such time shall be kept to a minimum. No employee, steward or committee person shall sustain any loss in wages for handling complaints or grievances in accord with provisions of the agreement. The Company will not pay any designated Union members in the employ of the Company for grievance handling time outside of their regular straight time hours of work or for any time when away from Company premises.

The shop committee person or steward will not be called for the issuance of a warning, suspension or termination until such administrative action has been carried out.

The Company will not pay any designated Union member in the employ of the Company for contract negotiating time, whether during or outside working hours, on or away from Company premises.

ARTICLE 10 - GRIEVANCE PROCEDURE

In the event of a grievance arising between the Company and the Union as to the interpretation or application of this Agreement, or in connection with the terms and provisions of this Agreement, an earnest effort shall be made to settle such grievance immediately through the following procedure:

Any employee with seniority having a grievance shall first advise his/her foreman within three (3) days of when the employee knew or should have known about the occurrence which gave rise to the grievance of their intent to grieve and return to his/her work. At this time, the employee can request to see his/her steward and the foreman will make reasonable efforts to make a steward available within two (2) hours of the request. At this point the company is mandated and will furnish an interpreter, if available in the bargaining unit when necessary.

The steward may, within three (3) working days of the meeting with the grievant, reduce the grievance to writing on a form mutually agreed upon and supplied by the company, which shall be completely filled in dated and signed by the grieving employee or the steward. The grievance information shall specify the nature of the grievance, the facts involved, the remedy requested,

and the claimed violation of the Agreement.

Step 1: At a mutually agreed time, within three (3) days, the steward and the grieving employee shall negotiate the grievance with the foreman who will make a decision thereon at the end of the meeting unless the grievance is placed on hold. If the grievance is placed on hold the parties shall reconvene in order for the disposition to be rendered. The foreman's answer will be given to the steward in writing.

Step 2:

Section 1. Any grievance not satisfactorily settled at Step 1 may be submitted to Step 2 and the appeal shall be considered taken if the Shop Steward so marks the grievance form within three (3) days from the date of the foreman's disposition given at Step 1. In addition, such appeal shall be included on an agenda letter forwarded to the Production Manager and Human Resource Manager at least seventy-two (72) hours prior to the Step 2 meeting. The meetings shall be held whenever necessary but not more frequently than every two (2) weeks to hear grievances and complaints properly before it.

Section 2. Grievances which affect a substantial number of employees or which cannot be resolved by the foreman shall be filed at this step as well as grievances filed by the Union or the Company. The procedure for scheduling a 2nd Step meeting shall be the same as described above. The intent of this paragraph is to expedite grievances.

Section 3. Representing the Union at the Step 2 meeting shall be a Business Representative designated by District 26, President of Local Lodge 743 and a member of the Shop Committee. The Directing Business Representative for District 26 may also attend the Step 2 meetings at his/her discretion. In the event that the Directing Business Representative intends to attend the Step 2 meeting in addition to the assigned Business Representative, this fact shall be included in the agenda letter provided for above. Representing the Company at Step 2 meeting shall be the Production Manager and/or his/her designee.

The answer of the Production Manager or designee will be given in writing on the form provided at the conclusion of the Step 2 meeting unless the grievance is placed on hold.

Section 4. Grievances alleging a violation of this Agreement which are not resolved at this step of the grievance procedure may be appealed to arbitration by the submitting party -- the Company or the Union. Such appeal must be taken within five (5) days from the disposition of the grievance at the second step.

Section 5. In the event the steward is absent, a member of the Shop Committee shall handle the grievance or designate another steward.

The time elements of the grievance procedure shall exclude Saturdays, Sundays and holidays. No grievance concerning any matter shall be considered under the grievance procedure unless presented to the Company within three (3) working days after the employee knew or should have known about the incident giving rise to it.

Any disposition of a grievance accepted by the Union or Company, or where no appeal is taken within the specified time limits, shall be final and binding.

Failure by the Company to answer within the time limit specified shall be considered as a denial of the grievance. It is understood and agreed that this language is not intended to permit the Company to refuse to schedule a Step 1 or Step 2 meeting as described herein.

Any time limits may be extended or waived by mutual agreement of the parties in writing.

Stewards, Shop Committee Members or Business Representatives may receive but not solicit grievances from employees.

The employee and steward at the initial meeting and at Step 1 and the Shop Committee member at Step 2 will be paid for time spent in such meetings held during their regular working hours.

ARTICLE 11 - ARBITRATION

Any grievance regarding the application or interpretation of this Agreement not settled by the procedure hereinbefore provided may be referred to arbitration as provided for in Article 10.

The parties agree that any such disputes must be submitted to the American Arbitration Association and further agree to be bound by that Associations rules and procedures.

Any question involving wages in the provisions of this Agreement shall not be subject to arbitration.

The request for arbitration, which must be made within twenty-five (25) working days of the disposition of Step 2 in Article 10, and designation of an arbitrator will be in accordance with the rules of the American Arbitration Association.

The Arbitrator is hereby authorized to reach a final and binding decision on the grievance: provided, however, that the Arbitrator's decision must be within the scope and terms of this Agreement, and the Arbitrator has no authority to add to, detract from, alter or amend any of the terms of this Agreement.

The fee and expenses of the Arbitrator shall be borne equally between the Company and the Union.

It is understood and agreed that if either party uses the service of an attorney the expenses incurred will be borne by the party requesting such service.

Expenses of witnesses for either side shall be borne by the parties producing such witnesses.

Total cost of stenographer's records which may be made and transcripts thereof shall be paid by the parties ordering the same.

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

The Company will not pay any employee involved in an arbitration for time lost from his regular working hours.

If the arbitrator awards back pay, the amount so awarded shall be less any interim earnings or Unemployment Compensation received.

The decision of the arbitrator must be rendered within thirty (30) days of the close of the arbitration hearing.

ARTICLE 12 - SENIORITY

Seniority is defined as the length of continuous service of an employee in the bargaining unit since the most recent date of hire. Each employee's seniority record will be maintained by the Company and provided to the Union on a monthly basis.

The first ninety (90) calendar days of continuous employment, will be a probationary period during which time an employee has no seniority standing and will be subject to transfer, demotion, layoff or discharge at the sole discretion of the Company. Although its actions shall not be subject to the grievance or arbitration process, the Company agrees that upon request from the Union, it will discuss with Union representatives the reasons for any disciplinary action taken against a probationary employee.

Upon satisfactory completion of the probationary period as described above, the employee will be placed on the seniority list and the employee's seniority will be dated back to the beginning of employment.

Part-time employees (employees who work twenty-four (24) hours a week or less) who do not regularly work the full scheduled hours of the department shall be considered temporary employees and shall not attain or accrue seniority.

If a part-time employee becomes a full-time employee, his/her seniority shall be that of the date employed as a full-time employee and after completion of the ninety-(90) day probationary period.

In the event that an opening occurs on a particular shift in a department, the Company will survey, by seniority, within the affected classification for volunteers. If an insufficient number of employees volunteer, the Company will then fill the opening in an inverse order of seniority.

The Company however, retains the right to transfer employees to any of its plants. Seniority rights of a laid-off employee will not continue to accumulate while on layoff.

Layoff: The principle of classification seniority shall govern and control the decrease or increase of the working force within the bargaining unit. Employees will be laid off by classification based upon their Company seniority.

The Company reserves the right to retain employees out of seniority who possess unusual working knowledge or are deemed to be essential employees due to their skills and abilities, not to exceed 10% of the total workforce.

In case of a layoff only, and for the sole purpose of maintaining Union representation at the time of a layoff, three (3) Shop Stewards, and one (1) Shop Committee member with at least twelve (12) months of service with the Company, will be the last employee laid off in his/her classification regardless of his/her seniority.

The Company will give the Union five (5) days' notice of layoff of bargaining unit employees unless not practical. Notice of layoff shall include the names of those employees to be laid off.

In the event of a layoff, probationary employees, part-time employees or temporary employees in the affected classification will be laid off first.

Recall: Employees on layoff shall be recalled prior to new employees being hired in their classification, provided the employees are capable of performing the work available and provided such laid-off employees respond to recall by advising the Company of their intentions to report for work not more than five (5) working days after mailing of notice sent to them, by certified mail, to their last known post office address on the Company's records. If such laid-off employees fail to report to work within five (5) working days after the mailing of the Company notice to

report to work, those employees shall lose all rights to seniority and possibility of reemployment. Employees who are unable to return to work within five (5) days' written notice because of illness will notify the Company in writing within five (5) days that they are unable to return to work, but will return when their health permits. Such employees shall not lose earned length of seniority or recall rights for a maximum of thirty-six (36) months or their length of seniority, whichever is less.

Employees covered by this Agreement shall lose all seniority for the following reasons:

- a) discharge for just cause;
- b) resignation or retirement;
- c) layoff or absence in excess of thirty-six (36) months or the employee's length of continuous service with the Company, whichever is less;
- d) transfer of an employee to a position excluded from the bargaining unit, and
- e) failure to return to work at the expiration of a leave of absence or refusing reemployment.

Any grievance concerning the application or interpretation of this Article and alleged violations thereof are to be filed within five (5) days of the date the employee becomes aware of such to be considered valid.

ARTICLE 13 - MAINTENANCE OF PRIVILEGES

It is agreed that any and all privileges of the nature of coffee breaks, five-minute wash-up time and those privileges authorized by the Company prior to the date of this Agreement will not be denied to the employees because of the signing of this Agreement. If such privileges are found to be abused so as to affect the mutual harmony of the Agreement, the Company shall have the prerogative of changing or terminating the privileges after first notifying the Union and posting reasonable notice of change or termination.

ARTICLE 14 - REPORT-IN PAY CALL-IN PAY

In the event any employee reports for work on his/her regular shift without having previously been notified not to report, he/she shall be given at least four (4) hours' work, or, if no work is available, he/she shall be given four (4) hours' pay at the straight-time rate.

An employee who is called back to work after completing an eight (8) hour shift shall receive a guarantee of four (4) hours work or four (4) hours pay at the applicable rate.

The provisions of this Article shall not apply if work is unavailable as a result of causes beyond the control of the Company, such as power failure, unsafe conditions, fire, storms, faulty

material, major modification or cancellation of orders.

It is understood and agreed that the Company will have the right to require any employee entitled to report-in pay to perform the work other than that regularly performed.

It is the responsibility of each and every employee to inform the Company of his latest address and telephone number. Notification or attempted notification in person or by telephone of no work constitutes proper notice not to report to work.

ARTICLE 15 - WORK BY SUPERVISORS

Supervisors and persons excluded from the bargaining unit shall not perform work coming under the jurisdiction of this Agreement other than for the purpose of instructing or training employees of the unit or employees of customers who are properly classified to perform the work.

This clause does not prevent the Company from performing test work, as required, by the engineering department.

The Company shall have the right to utilize supervisory, professional, engineering or other technical employees to perform work such as tryout, difficult new jobs, performance of necessary work when production difficulties are encountered, experimental work, relieving or assisting employees and occasional setups in addition to their supervisory duties. As a standard practice, however, these employees are not to do work regularly assigned to hourly workers.

Due to the nature of the work, a supervisory or technical employee may at any time perform work that is normally performed by employees, either to check the accuracy of results or in order to prevent undue delays.

ARTICLE 16 - NEW EMPLOYEES

All new full-time employees shall be probationary employees for the first ninety (90) days of continuous employment. On the ninety-first (91st) day of employment, the name of the probationary employee shall be placed on the seniority list as of the date of his employment by

the Company. Probationary employees shall have no seniority rights and their retention as employees shall be wholly within the discretion of the Company, and its action shall not be subject to a grievance or arbitration. The Company, however, agrees that upon request from the Union, it will discuss with Union representatives reasons for any disciplinary action taken against a probationary employee.

The Company may hire temporary or part-time employees up to one hundred twenty-five (125) calendar days. After one hundred twenty-five (125) calendar days, the temporary or part-time employee must be terminated or hired as a probationary employee. Such employees shall be treated as probationary employees. Such employees shall not accumulate seniority nor shall they be entitled to any holiday, vacation, insurance or other fringe benefits or payment provided for in this Agreement. **Forty-five (45)** days of the time spent as a temporary employee shall count toward the probationary period for new full time employees hired under the provisions contained in the first paragraph of this article.

ARTICLE 17 - SUBCONTRACTING

It is the declared policy of the Company to maintain its departments at full level of employment, commensurate with available equipment, manpower, product requirements and cost of manufacture, but the Company reserves its right to contract out work it deems necessary or desirable in accordance with its business judgment. If the Company decides to subcontract, it will notify the Union. The intent of this Article is not in any way to affect normal and regular subcontracting done by the Company on a regular basis.

ARTICLE 18 - STRIKE OR LOCKOUT

The Union agrees that there will be no strikes, sympathy strikes, sit downs, slowdowns or walkouts engaged in or participated in by the Union or its members, or employees covered under this Agreement, and the Company agrees that it will not engage in any lockouts during the term of this Agreement.

In the event of a strike, sympathy strike, sit down, slowdown or walkout, the Union will have satisfied its obligation pursuant to this article if the following procedure is adhered to:

- a) notify all employees immediately in the event of a strike that the strike is unauthorized and in violation of the contract;
- b) state in writing to employees that the strike is in violation of the Agreement;
- c) make every reasonable effort possible to induce employees to cease such acts; and
- d) inform employees who participate in the strike that it is their individual responsibility and the Company may take disciplinary action.

Any employee who ceases work to engage in an unauthorized work stoppage may be discharged or otherwise penalized by the Company.

A complete or partial reduction of operations by the Company for economic reasons or other compelling business reasons shall not be considered a lockout.

ARTICLE 19 - LEAVE OF ABSENCE

Section 1. Any employee, upon application in writing and with approval of the Company, shall be granted a leave of absence without pay not to exceed twelve (12) months.

Section 2. Upon written request by the Union, an employee will be granted such a leave of absence for up to four (4) years for the purpose of entering into the full-time employment of the Local Lodge, District Lodge or International Union.

Section 3. Employees returning from leave of absence shall be returned to their job or an equivalent job so far as it is practicable as arranged by mutual agreement of the parties.

Section 4. Seniority will accumulate during all leaves of absence defined above and such employees are not entitled to benefits under Articles 22, 23, 24 and 25 during the period of such absence.

Section 5. An employee on leave of absence for reasons other than Union Business who engages in gainful occupation for another employer during the period of his/her leave will be discharged.

Section 6. Any employee on a leave of absence of thirty (30) days or more shall notify the Company in writing of his/her intention to return to work at least (5) working days prior to the date of return.

Section 7. An employee failing to return to work at the expiration of the leave of absence will be terminated unless he/she can provide a verifiable emergent reason satisfactory to the Company. The Company's refusal to accept such reason(s) may be arbitrated only on the basis of whether such refusal to accept such reason(s) is arbitrary and capricious.

Section 8. Any employee who applies for a leave of absence for fraudulent reasons or who makes application for unemployment benefits while on such leave will be discharged.

Section 9. Discharge for leave of absence violations shall not be subject to the grievance or arbitration procedure unless the discharge is for reasons other than stated in this Article or if the Union can establish that the Company acted arbitrarily.

ARTICLE 20 - BULLETIN BOARD

The Company shall provide at least two (2) bulletin boards in Plant 1 and one (1) bulletin board in the warehouse in mutually agreed to locations to be used for posting notices, announcements of Union meetings and appointments or activities of a recreational or social nature. These bulletin boards shall be labeled with the Union's name. No notices shall be posted containing material of a controversial nature. All notices must be signed by a designated Union member. The Union will supply the Company with a copy of all notices. Additional bulletin boards shall be added as the plants expand.

ARTICLE 21 - SEPARABILITY

Should any part of any provision contained in the Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by decree by a court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect, and the part or provision declared invalid shall be renegotiated by the parties in accordance with their obligation under the National Labor Relations Act.

ARTICLE 22 - OVERTIME

Overtime will be paid at the rate of one and one-half (1-1/2) times the employee's base rate for:

- a) all time worked in excess of forty (40) hours in any work week.

Paid time off will count toward forty (40) hours.

Overtime will be paid at the rate of two (2) times the employee's base rate for:

- a) double time will be paid after 55 hours; and
- b) all work performed on any negotiated holiday, in addition to holiday pay.

Overtime shall only be worked if authorized by the employee's immediate supervisor.

The Company will distribute overtime equally insofar as practicable among employees in their respective operations and departments who normally perform such work. Full-time employees will be offered overtime work in their classification before the work in their classification is offered to part-time or temporary employees.

The Company will notify employees scheduled to work weekend overtime at least twenty-four (24) hours in advance of the time such work is to begin. Employees who are asked and/or assigned to work on Saturday and fail to report to work (except for an emergent reason) will be progressively disciplined in accordance with Company policy. On daily overtime

requirements, except in case of emergencies, the Company will give as much advance notice to employees as practicable. In cases of plant or production emergencies, no advance notice of overtime to an employee will be required on the part of the Company.

Employees who are scheduled to work eleven (11) hours or more in any one (1) shift will be granted a paid eighteen (18) minute lunch period at the end of ten (10) hours.

Any employee who is asked by his supervisor to report before the regular starting time shall be granted the opportunity of working out his regular shift.

Any employee who has worked overtime in accordance with this Agreement at any time during the week shall not be required to take time off during the work week because of having worked such overtime.

Employees are expected to cooperate with the Company by working a reasonable amount of overtime in order to maintain Company production schedules. The Company recognizes that it may be inconvenient for individual employees to work overtime, and it will give due consideration to each request for relief from overtime. There will be no concerted refusal by employees to perform reasonable overtime work.

There shall be no pyramiding of overtime pay, and nothing in the Agreement shall be construed to require the payment of overtime pay more than once for the same hours worked.

Holiday hours paid but not worked may not be used to figure overtime.

ARTICLE 23 – HOLIDAY PAY

Employees who have attained seniority status with the Company will receive holiday pay for each of the following holidays:

2023 HOLIDAYS

Monday, May 29, 2023	Memorial Day
Tuesday, July 4, 2023	Independence Day
Monday, September 4, 2023	Labor Day
Thursday, November 23, 2023	Thanksgiving Day
Friday, November 24, 2023	Thanksgiving Holiday
Monday, December 25, 2023	Christmas Day
Tuesday, December 26, 2023	Christmas Holiday
Wednesday, December 27, 2023	Christmas Holiday
Thursday, December 28, 2023	Christmas Holiday
Friday, December 29, 2023	Christmas Holiday

2024 HOLIDAYS

Monday, January 1, 2024	New Year's Day
Friday, March 29, 2024	Good Friday
Monday, May 27, 2024	Memorial Day
Thursday, July 4, 2024	Independence Day
Monday, September 2, 2024	Labor Day
Thursday, November 28, 2024	Thanksgiving Day
Friday, November 29, 2024	Thanksgiving Holiday
Wednesday, December 25, 2024	Christmas Holiday
Thursday, December 26, 2024	Christmas Holiday
Friday, December 27, 2024	Christmas Holiday
Monday, December 30, 2024	Christmas Holiday

2025 Holidays

Wednesday, January 1, 2025	New Year's Day
Friday, April 18, 2025	Good Friday
Monday, May 26, 2025	Memorial Day
Friday, July 4, 2025	Independence Day
Monday, September 1, 2025	Labor Day
Thursday, November 27, 2025	Thanksgiving Day
Friday, November 28, 2025	Thanksgiving Holiday
Thursday, December 25, 2025	Christmas Holiday
Friday, December 26, 2025	Christmas Holiday
Monday, December 29, 2025	Christmas Holiday
Tuesday, December 30, 2025	Christmas Holiday

2026 Holidays

Thursday, January, 1, 2026	New Year's Day
Friday, April 3, 2026	Good Friday

In addition to the above holidays, employees will each be given their birthday as an additional holiday. The birthday holiday may be utilized in two ways: 1) With the approval of the Company, an employee may take a day off other than his/her actual birthday and receive straight time pay for that day or: 2) An employee may take off his/her birthday and receive holiday pay for that day.

Employees will be paid at their base rate for a total of eight (8) hours per holiday, provided that:

- a) The Employee shall have worked his last full shift scheduled hours preceding the holiday and his first full shift scheduled hours following the holiday, except that if an employee has worked some time during the five (5) calendar days prior to the holiday and is absent the day before or the day after, or both, because of bona fide illness, industrial injury, a death or serious illness in the immediate family of the employee, he shall receive holiday pay. The employee shall be required to furnish reasonable proof acceptable to the employer.
- b) If the holiday falls within the scheduled vacation period of the Company, the employee will receive holiday pay over and above vacation pay or have the option of taking an additional day or days off with pay.

However, an employee who has been scheduled to report for work on a holiday and has agreed to do so and fails to report for work shall not receive holiday pay unless he can prove to the Company's satisfaction that he was physically unable to do so.

Holidays which fall on Saturday or Sunday shall be celebrated on either Friday or Monday as celebrated in the State of Connecticut and employees will be paid in accordance with the provisions of this Article.

An employee on any leave of absence shall not be paid for a holiday which occurs while the employee is on such leave.

Employees will also be allowed to observe Martin Luther King Jr.'s birthday, Juneteenth and Veterans Day, with prior notification in accordance with current attendance policy, each year without pay and without these days being considered for any discipline.

ARTICLE 24 - BEREAVEMENT LEAVE

An employee having seniority who is absent from work on a scheduled workday (excluding Saturdays, Sundays, holidays, vacations and any leaves of absence) will be compensated for three (3) consecutive days , or four (4) consecutive days if the funeral is outside Connecticut, beginning within five (5) working days of the day of death. For the purpose of this paragraph, immediate family is defined as spouse, domestic partner, father, mother, sister, brother, child, grandparent and parent or grandparent of current spouse and brother or sister of current spouse, and step child if brought up and supported as though a natural child. Compensation for such absence will be made for not more than eight (8) hours on any one (1) day of absence at the employee's regular base hourly wage rate.

Payment shall not be made for such absences unless the employee claiming such payment shall have notified his supervisor within five (5) working days of the day of the death of his relative and shall have submitted his request for payment within two (2) days after his return to work from such absence. Verification, acceptable to the Company, of the death of and relationship to the relative of the employee claiming such payment shall be given to the Company. In the case of a domestic partner, the employee will need to provide proof of shared residence (e.g., lease or mortgage document, mail to a shared address, utility payments, etc.). In no event will an employee be allowed to take leave for more than one domestic partner within a twelve (12) month period. Payment shall be made in the pay period immediately following the date in which a properly completed and authorized request for payment is submitted.

ARTICLE 25 - PTO

The Company shall reserve the right to close its plants for PTO or individually schedule PTO of employees to suit its production commitments.

To be eligible for PTO with pay under the following formula, an employee must be on the active payroll of the Company and have worked his last scheduled hours prior to the day PTO is to begin. Pro rata PTO benefits shall be paid to employees who were laid off for lack of work or who are on Company-approved leave of absence.

Pro rata PTO payments to employees who have been or who are absent from employment for a total in excess of thirty (30) working days will be made at the time of regular PTO payments. The one (1) year period is based on two hundred fifty (250) working days from the beginning of January to the end of December for computation purposes. Employees' PTO days are considered as days worked for computation of pro rata PTO days. An employee who is absent in excess of thirty (30) days will have 0.4 percent reduction in PTO pay for each day of absence.

Five (5) Days of PTO pay will be paid to an hourly rated employee who has ninety (90) days seniority, but less than one (1) year of seniority.

PTO will be available to an employee who in the anniversary year, which begins on January 1, will have been continuously and actively in the employ of the company for the period shown below:

Years of Service Total PTO Days

1 Year – 8 days

2 Years – 12 days

3 Years – 13 days

4 Years – 14 days

5 Years – 15 days

6 Years – 15 days
7 Years – 15 days
8 Years – 16 days
9 Years – 17 days
10 Years – 18 days
11 Years – 20 days
12 Years – 20 days
13 Years – 20 days
14 Years – 21 days
15 Years – 22 days
16 Years – 22 days
17 Years – 23 days
18 Years – 23 days
19 Years – 23 days
20 Years – 25 days
21 Years – 25 days
22 Years – 26 days
23 Years – 27 days
24-29 Years – 28 days
30+ Years – 29 days

PTO may be used in two (2) hour increments.

Neither PTO nor PTO pay will be cumulative from year to year. An employee who has unused PTO pay at the end of the calendar year due to the Company's request will be paid the balance of his/her PTO pay by January 31st of the following year.

Notwithstanding the above, employees with five (5) or more years of service may carry over five (5) days of unused PTO for one (1) year.

No employee shall be allowed to accept PTO payments and not take PTO time off unless approved by the Company.

Any employee who is terminated for just cause shall forfeit his PTO pay.

Employees who are laid off or retire will be entitled to PTO pay for the year in which the layoff or retirement occurs. Employees who resign shall be eligible for pro-rated PTO pay for the year in which the resignation occurs provided the employee provides two (2) weeks' notice and works every scheduled day of the notice period. In calculating PTO pay following such a qualifying resignation only, PTO shall be considered to accrue in equal increments for the entirety of the year in which the resignation occurs, less any time that has already been used by the employee. For example, an employee who is eligible for 24 days in a year will be considered to accrue 2 days per month. In the event the employee resigns in June, they will be eligible to receive 12 days of PTO (i.e., 2 days times 6 months) less any time they have already taken in that year.

Requests for planned PTO should be submitted as early as possible, and in no event less than 48 hours before the start of the shift.

Requests for unplanned PTO must be submitted to the supervisor (or the supervisor's designee) prior to the start of the shift. PTO will be automatically issued to eligible employees for unplanned absences unless otherwise requested by the employee. The Employer shall be permitted to require submission of documentation in the event of excessive use or suspected abuse of unplanned PTO.

ARTICLE 26 – HEALTH AND WELFARE

Section 1. The Company shall provide, at no cost to the employees, \$80,000 life insurance with double indemnity for accidental death.

Coverage shall be effective on the first (1st) day of the month following the completion of the ninetieth (90th) day of employment.

Section 2. The Company shall provide to the employees all of the benefits outlined in the Company Medical Plan, with prenatal and postnatal and home and office endorsements for all the employees and their dependents.

Coverage shall be effective on the first (1st) day following completion of the ninetieth (90th) day of employment.

Section 3. The Company shall provide, at no cost to the employees, a long-term income protection plan for employees with one (1) year of service or more.

Section 4. The Company shall provide at no cost to the employees, a weekly indemnity for sickness and accident for a period of twenty-six (26) weeks.

Employees shall be eligible effective on the first (1st) day of the month following completion of the ninetieth (90th) day of employment. The weekly indemnity is based on sixty-six and two thirds (66-2/3%) percent of the employee's base pay to a maximum of **\$525** per week.

Section 5. The Company shall provide to the employees the Dental Plan, a copy of which has been provided to the Union.

Coverage shall be effective on the first (1st) day of the month following completion of the ninetieth (90th) day of employment.

The amounts of the deductibles and reimbursement under the Company Medical Plan and Dental Plan agreed to by the parties are attached to this contract as Attachment A.

Section 6. The Company shall provide a full-service prescription plan that requires employees to contribute to the plan.

Coverage shall be effective on the first (1st) day following completion of the ninetieth (90th) day of employment.

Employees will continue to pay toward their medical and dental coverage (Sections 2 and 6 of this Article) \$45.73 per week for single, \$96.49 per week for an employee and one dependent, and \$130.79 per week for family coverage. Employees will continue to pay toward their dental coverage (Section 5 of this Article) \$1.85 per week for single, \$2.97 per week for employee and one dependent, and \$4.80 per week for family coverage.

Employees may “buy up” to Point of Service Plan.

Any increase in the premium or COBRA rate for medical and dental insurance in Sections 2, 5 and 6 after the contract date will be passed on to the employee at the Company option, and pro-rated amounts will be deducted from wages once each week.

If the Company does not pass on any increase in the premium or COBRA rate to the employees, this will not be considered a waiver of their rights to do so.

The Company reserves the right to change the carrier of any group insurance plan during the term of this Agreement.

Coverage shall be discontinued immediately for any employee who terminates for any reason, or is discharged for cause. Employees who are on a leave of absence shall retain coverage for thirty (30) calendar days following the start of the leave of absence.

Section 7. The current plan shall continue on the same terms and conditions as the prior contract until December 31, 2023. Effective January 1, 2024, employees may contribute up to twenty-five (25) percent of their salary to the 401k plan. The company will match up to 1% of employees' wages contributed on a dollar- for- dollar basis. The company will match one-half of every dollar up to a maximum of another 5% of employees' wages contributed. Newly hired employees will be automatically enrolled in the plan, but may opt out. Probationary, temporary, or part-time employees' eligibility to any of the benefits of Section 1 and 7 rests solely with management.

ARTICLE 27 - CLASSIFICATION AND RATES

The classification titles and rates for the terms of this contract are set forth in the Schedule A annexed hereto and made a part of this Agreement.

New or changed classifications will be added to Schedule A put into effect as required to meet production.

The Company agrees to furnish the Union with all classifications and rates for the bargaining unit.

If during the term of this contract the Company creates a new job classification in the bargaining

unit, it will so inform the Union and upon request, negotiate the wage rate for the new classification with the Union.

Present employees will remain as classified for the duration of this Agreement unless promoted, demoted, transferred, laid off or terminated in accordance with the provisions of this Agreement.

Classification and rates will not be subject to grievance and arbitration.

SCHEDULE A

<u>Classification</u>	<u>Minimum Rate(*)</u>	<u>Maximum Rate(*)</u>
Machinists	\$16.80	\$28.20
Assembler-Electrical	\$16.80	\$27.65
Painter	\$16.80	\$28.10
Sheet Metal Worker	\$16.80	\$29.40
Welder	\$16.80	\$27.25
Assembler-Mechanical	\$16.80	\$26.45
Assembler-Refrigeration	\$16.80	\$27.20
Shipping & Receiving,		
Stockroom	\$16.80	\$24.55
Truck Driver	\$16.80	\$24.10
Janitor	\$16.80	\$22.20
Fork Lift Operator	\$16.80	\$24.85
Maintenance	\$16.80	\$27.10

*Add 7% for 2nd shift employees.

ARTICLE 28 - WAGES

SCHEDULE A

Each employee in the bargaining unit shall receive the following increases on the following dates:

April 17, 2023	\$0.15	per hour
April 15, 2024	\$0.10	per hour
April 14, 2025	\$0.10	per hour

SCHEDULE B
Hourly Paid Employee Merit Rating

Each employee will be merit rated semiannually during the anniversary month of the start of employment and in the following seventh (7th) month.

New employees will be merit rated for rate position in the rate range in the seventh (7th) month from start of employment.

Each employee will be merit rated semiannually within the annual or semiannual month until each employee reaches the maximum rate in the rate range.

Merit rate increase, if any, will become effective on the Monday of the first (1st) full week of the following month after the scheduled rating month.

Merit rating scores of zero (0) to fifteen (15) receive no increase and may be subject to possible disciplinary action.

Merit Rating Score of 16-48 to be paid at \$.01 per point, to a max. of \$.56

Scores in safety and productivity/efficiency will be tripled for pay increase purposes. No such tripling shall apply for employees with a merit score of 15 or less.

Nothing herein shall preclude the Company from increasing the base hourly wage of an employee in an amount greater than the above schedule, provided however that such an increase shall not exceed the maximum rate of the employee's classification.

Employees who are at the maximum rate will receive their merit increase in a lump sum payment based on 1,040 hours.

Perfect Attendance

Employees are eligible to receive a \$0.15 per hour increase for perfect attendance. Perfect attendance will be reviewed at the same time and for the same period as the merit review. Employees must have perfect attendance (zero points) for the review period to receive this increase. For the purpose of this section, absences due to the following shall not be considered an absence for perfect attendance: jury duty, military service, scheduled holidays, personal time, bereavement leave, approved PTO, and MLK, Juneteenth and Veterans days with prior notification in accordance with current attendance policy. Employees who receive a merit rating of 15 or less are eligible for perfect attendance.

SCHEDULE C

Employee Merit Rating Form

EMPLOYEE MERIT RATING					
EMPLOYEE _____		CLOCK No. _____		DATE _____	
PRESENT CLASSIFICATION _____		RATE RANGE _____		-	
NEW CLASSIFICATION _____		RATE RANGE _____		-	
PRESENT RATE _____		RATE INCREASE _____		NEW RATE _____	
CATEGORY	POOR	FAIR	GOOD	VERY GOOD	EXCELLENT
POINTS	0	1	2	3	4
ITEM DESCRIPTION					RATING
*1. SAFETY – Consistently wears PPE, keeps work area free of hazards, abides by safety policies, identifies hazards to supervision					
2. WORKMANSHIP – Quality of employee's work					
*3. PRODUCTIVITY/EFFICIENCY – Quantity of quality work, the extent to which an employee produces results in a timely fashion					
4. INDEPENDENCE – Degree of supervision required					
5. DEPENDABILITY – Low absenteeism, tardiness					
6. COOPERATION – With employees and supervision					
7. CONSIDERATION – Company tools, material					
8. INITIATIVE – The extent to which an employee seeks out new assignments and assumes duties when necessary					
9. JOB KNOWLEDGE – The extent to which an employee possesses the practical/technical knowledge required on the job					
10. RELIABILITY – The extent to which an employee can be relied upon regarding task completion and follow-up; ability to follow instructions					
TOTAL NUMBER OF POINTS THIS RATING PERIOD					
Perfect Attendance: Employee has perfect attendance (employee has zero points)					
RATING FOREMAN'S COMMENTS:					
Production Supervisor: _____			DATE OF RATING _____		
APPROVED BY: _____		TITLE: _____		DATE: _____	

* Triple Points

ARTICLE 29 - GENERAL CONDITIONS

There shall be no obligation on the part of the Company under this Agreement should the inability to work be due to any act beyond the control of the Company.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and, unless mutually agreed upon, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though some subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 30 - UNION RIGHT TO VISIT

It is agreed by both parties hereto that for the purpose of carrying out and enforcing the terms of the Agreement the duly authorized representatives of the Union shall, upon proper identification and signing of the Company visitor log and approval by a member of management of the Company, have the right to visit and enter the establishment of the Company at any time during the working hours of the Company.

The Union, its representatives and each of its members agree to respect and preserve at all times the confidential character of the work of the Company.

It is understood that the authorized representatives of the Union in requesting clearance through the plant shall make an appointment in advance for each and every such visit.

In addition, the labor official must provide evidence that he/she is a duly accredited representative of the Union and must be accompanied on any such visit(s) by a representative of the Company.

ARTICLE 31 - JURY DUTY

Section 1. Any employee who is called and serves for jury duty will be paid in accordance with applicable law.

Section 2. To be eligible to receive pay for time lost under Section 1 because of jury duty, an employee must notify his supervisor promptly after he has received notice to report to such jury duty and must promptly provide the Employer with a statement verified by an official of the court showing the time of reporting and the time of dismissal of jury duty.

ARTICLE 32 - HEALTH & SAFETY

Section 1. The Company and the Union will generally work toward the goal of a safe and healthy working environment. The Company, the Union and the employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters. The Company and Union will develop and provide a training program for all employees. Employees will be required to attend this training program during their normal work days at a time, place and frequency to be decided by the Company.

Section 2. The Union will cooperate with the Company in encouraging employees to observe and abide by all health and safety regulations prescribed by the Company, and to work in a safe manner and to eliminate accidents and health hazards.

Section 3. The President of Local Lodge 743, or designee, shall be invited to participate in the Company-Wide Quarterly Safety Meeting.

Section 4. A joint Safety Committee of two (2) persons appointed by the Company and one (1) person appointed by the Union plus the Chief Union Safety Representative of Local Lodge 743 who will be invited to attend the monthly meeting. The purpose of the Committee will be to review and discuss safety related issues. The parties will make an effort to resolve safety related

issues raised at this meeting. Union representatives will be paid for attendance at the monthly meeting at their regular rate of pay.

Section 5 Any issues not resolved as outlined in Section 4 will be presented at the next regularly scheduled Step 2 meeting. If the issue is not resolved at Step 2 it will be referred to the next Company-Wide Quarterly Safety Meeting as outlined in Section 3 of this Article.

Section 6. The Company shall furnish to the Union a copy of all reports involving compensable Workers' Compensation accidents. The Company shall also furnish a copy of its yearly lost-time accidents to the Safety Committee.

Section 7. The Company will at least semi-annually conduct a plant-wide safety audit by an outside third party. The results of the audit will be presented to the Safety Committee referenced in Section 4. The Safety Committee will address unresolved issues from the audit.

ARTICLE 33 - M.N.P.L. CHECK-OFF

The Company agrees to deduct on a monthly basis voluntary donation to the Machinists Nonpartisan Political League upon receipt of a signed voluntary authorization card by an employee requesting that deductions be made from his or her wages in a monthly amount designated by the employee provided that the minimum deduction is not less than \$1.00. The Company will thereafter make such deductions on a monthly basis and forward them on a monthly basis to the Treasurer of the Machinists Nonpartisan Political League at 9000 Machinists Place, Upper Marlboro, MD 20772-2687, together with the names, social security numbers, departments, clock numbers, and amounts deducted from all employees who authorized such deductions. Such authorization for deductions will remain in effect for the duration of this Agreement unless cancelled in writing by the employee.

The monthly deductions authorized by an employee who has properly executed the authorization card will be deducted from the employee's pay during the first pay period of each month. Authorizations for deduction received prior to the fifteenth of each month will be effective the first pay period the following month.

The Union agrees that it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Company in accordance with the terms of this Article or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from the earnings of such employee or employees. A sample of the Machinists Nonpartisan Political League check-off card shall be attached hereto and made part of this Agreement.

Article 34 Duration Clause

Section 1. This Agreement shall be effective from 12:01 a.m. April 17, 2023, and shall remain in full force and effect until midnight, April 19, 2026, and shall then renew itself from year to year unless either party to this Agreement gives written notice to the other party at least sixty (60) days' notice but not more than seventy (70) days prior to the expiration of this Agreement of its desire to terminate, change or amend the terms and conditions hereof.

IN WITNESS WHEREOF, the parties hereby agree and ascribe to this contract on this date, April 17, 2023.

TLD ACE

LOCAL LODGE 743/DISTRICT LODGE NO.26

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

By:



Debbie Dorman, H.R. Manager



Matt Jones, Production Manager

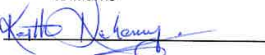
By:



Jeff Santini



Travis Williams



Keith Dehane



Gregg Prior

ATTACHMENT A

SUMMARY OF BENEFITS

Life Insurance Benefits

Basic Life Insurance	\$80,000
Accidental Death and Dismemberment	\$80,000
HRA Medical Benefits	
Calendar Year Deductible services	\$3,000/Individual & \$6,000/Family 100% after applicable
Plan Payments copay	
Maximum Out-of-Pocket Expense	\$4,000/Individual & \$8,000/Family (Included Deductible)
In-patient Mental Nervous Treatment	Unlimited after Deductible
Out-patient Mental Nervous Treatment	Unlimited after Deductible
Prescription Card	Unlimited after Deductible
Preventive per office visit	Covered at 100%
Care Costs	
Maximum Benefit	Unlimited

Employees may “buy up” to an HSA (Health Savings Account) Plan.

Dental Benefits

If, as a result of dental disease, defect or injury, you or any covered plan member has incurred covered dental expenses for treatment by a dentist while covered under this plan, this plan will pay an amount determined by the applicable reimbursement percentage but subject to the applicable deductibles.

REIMBURSEMENT PERCENTAGES

Class A:	Preventive Services	100%
Class B:	Basic Services	80%
Class C:	Major Services	NA

MAXIMUM BENEFITS

Class A & B \$1,000 per person per calendar year

Deductible

Class A: None

Class B: \$50 per person per calendar year

ORTHODONTIA N/A

Important

When the total cost associated with the proposed dental work is expected to exceed \$300, a treatment plan should be filed for benefit determination prior to the date the treatment is rendered. This process identifies coverage and plan limitations such as deductible, co-insurance, and benefit maximums. The filing of a treatment plan avoids any misunderstandings as to the extent of coverage and gives the patient and dentist an opportunity to review the proposed treatment and the extent of the plan coverage before any work is started. Employees may “buy up” to a plan that provides coverage for major services and orthodontia.

ATTACHMENT B

NAME _____

(Please Print)

DEPT.# _____ DATE _____ CLOCK# _____

I hereby authorize and direct TLD ACE to deduct from my earned pay, beginning with the current month, initiation and reinstatement fees and my regular monthly Union dues, on account of membership dues in Lodge no. 743, International Association of Machinists & Aerospace Workers. I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from the date, or up to the termination date, if any, of the current collective bargaining agreement between TLD ACE and Lodge No. 743 of the International Association of Machinists & Aerospace Workers, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect unless revoked by me on the anniversary date of the signing of this authorization. Such revocation shall be effected by written notice, sent by registered mail, return receipt requested, to the Employer and the Union within fifteen (15) days of the anniversary date of this authorization.

SIGNATURE _____

ATTACHMENT C

MACHINISTS NON-PARTISAN POLITICAL LEAGUE Political Action Wage Deduction
Authorization Card

I, _____ hereby
(NAME OF EMPLOYEE) (CLOCK/SOC.SEC. NO.)

authorize and direct TLD ACE to deduct monthly from my wages the sum of \$_____ and forward the amount monthly to the Treasurer of the Machinists Non-Partisan League at 9000 Machinists Place, Upper Marlboro, Maryland 20772-2687.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation and none of the monies deducted are a part of my dues of membership fees to the local union. This authorization and the making of payments to MNPL are not conditions of membership in the Union or of employment with the Company and I understand that the money will be used by MNPL to make contributions and expenditures in connection with Federal Elections.

(EMPLOYEE SIGNATURE)

DATE

LETTER 1
Group Leaders


April 17, 2023

Mr. Jeff Santini
Assistant Directing Business Representative
District Lodge 26
300 State St. Suite 504-506
New London, CT 06320

RE: Article 15 – Work by Supervisors

Dear Mr. Santini:

This is to confirm the understanding and agreement reached between the Company and the Union concerning group leaders. The parties agree that the Company may identify and utilize certain individuals as group leaders. The parties further agree these group leaders are supervisors under the National Labor Relations Act, but they will continue to perform bargaining unit work as they have in the past as an exception to Article 15 of the Agreement reached between the parties. The Company shall provide the Union with a list of the names and departments of the individuals identified as group leaders upon the Union's request.

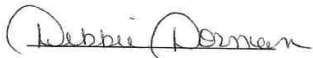

Debbie Dorman, H.R. Manager

LETTER 2
Leave of Absence

Mr. Jeff Santini
Assistant Directing Business
Representative District Lodge 26
300 State St. Suite 504-506
New London, CT 06320
Re: Article 19 - Leave of Absence

Dear Mr. Santini:

This is to confirm the understanding and agreement reached between the Company and the Union concerning Article 19 - Leave of Absence. The Union agrees that it cannot arbitrate the refusal of the Company to "approve" a request for a leave of absence under Section 1.

A handwritten signature in black ink that reads "Debbie Dorman". The signature is written in a cursive style and is enclosed within a thin, hand-drawn oval border.

Debbie Dorman, H.R. Manager

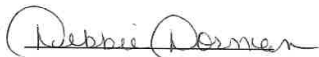
LETTER 3
Health and Welfare

Mr. Jeff Santini
Assistant Directing Business
Representative District Lodge26
300 State St. Suite 504-506
New London, CT 06320

Re: Article 26 - Health and Welfare

This is to confirm the understanding and agreement reached between the Company and the Union concerning Article 26 - Health and Welfare. The Company agrees that prior to increasing premiums under Article 26 of the Agreement, the Company will meet and confer with the Union and verify the increased costs. The Company is, however, under no obligation to negotiate with the Union on this issue.

If a covered employee is absent from work due to a work or non-work related illness or injury, the employee must maintain his/her contribution to the health care plan for the first eight (8) weeks they are absent. However, after eight (8) weeks and for a period of sixteen (16) weeks thereafter, such employee will not be required to make any contribution to the health care plan. After the sixteen (16) week period if the employee is still out of work, coverage shall be terminated and the employee will be offered the COBRA option.



Debbie Dorman, H.R. Manager

LETTER 4
Arbitration

Mr. Jeff Santini
Assistant Directing Business
Representative District Lodge 26
300 State St. Suite 504-506
New London, CT 06320

Dear Mr. Santini:

This letter is to confirm my discussions with you during negotiations that the provision in Article 11 – Arbitration, which excludes wages from the Arbitration process was negotiated into the contract primarily to prohibit employees from taking to arbitration a grievance on their merit review and to prohibit employees from taking to arbitration a grievance on their placement on the minimum - maximum rate schedule in the contract.

A handwritten signature in black ink that reads "Debbie Dorman". The signature is written in a cursive style with a large initial "D" and "D".

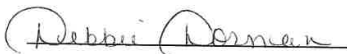
Debbie Dorman, H.R. Manager

LETTER 5
Employee Records

Mr. Jeff Santini
Assistant Directing Business
Representative District Lodge 26
300 State St. Suite 504-506
New London, CT 06320
Dear Mr. Santini:

This shall serve to confirm the understanding and agreement reached between the Company and the Union regarding the submission of employee records by the Company to the Union. The Company agrees that it will provide to the Union on a monthly basis with a list of employees, which includes his or her:

Employee status i.e. (terminated, quit, retired, or
LOA). Pay rate, Job classification
YTD total hours
YTD total overtime hours
Hire date
Employee address
Employee phone number
Date of birth
Insurance coverage: F&S Clock
number
Shift
Seniority Date



Debbie Dorman, H.R. Manager

LETTER 6
FMLA

Mr. Jeff Santini
Assistant Directing Business
Representative District Lodge 26
300 State St. Suite 504-506
New London, CT 06320

Dear Mr. Santini:

This shall serve to confirm the understanding and agreement reached between the Company and the Union regarding Family and Medical Leaves of Absence.

The parties agree that employees covered by this Agreement will be eligible for Family and Medical Leaves of Absence in compliance with Federal and State statutes.

It is further agreed that while any dispute between the parties regarding such Leaves of Absence are subject to the grievance procedure, such grievances unresolved at Step 2 are not subject to the arbitration process.



Debbie Dorman, H.R. Manager

LETTER 7
MILITARY SERVICE

Mr. Jeff Santini
Assistant Directing Business
Representative District Lodge 26
300 State St. Suite 504-506
New London, CT 06320

Dear Mr. Santini:

This shall serve to confirm the understanding and agreement reached between the Company and the Union regarding Military Service.

The company agrees employees with at least three (3) months of service who are members of the National Guard or United States Armed Forces who attend annual training duty will receive from the Company the difference between their military pay and their regular base hourly rate, not to exceed 8 hours for any full day of absence, and provided the employee would otherwise be scheduled to work on each day. This compensation is for a period of not more than 15 days per calendar year.



Debbie Dorman, H.R. Manager

Letter 8
Amend Time

Mr. Jeff Santini
Assistant Directing Business Representative
District Lodge 26
300 State St. Suite 504-506
New London, CT 06320

Mr. Santini,

The Company may, at its discretion, approve an employee's request for a temporary adjustment of his or her regular shift hours. Reasons for such a temporary adjustment include, but are not limited to, doctor's appointments, childcare concerns, and other personal matters that cannot be addressed outside of the employee's regular schedule. Approved adjustments under this Letter shall not impact PTO or incur points under the attendance policy. The Company shall have no obligation to approve any such requests, though approval shall not be unreasonably withheld. Any denial of a request under this Letter shall not be subject to Arbitration.



Debbie Dorman, H.R. Manager

