



## 2024 Collective Bargaining Agreement

between

INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA, UAW  
and its  
LOCAL UNION 848

and

BOMBARDIER US AEROSTRUCTURES – RED OAK FACILITY

ENTERED INTO March 24, 2024



## TABLE OF CONTENTS

<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
-	Agreement	1
I	Recognition	2
II	Management Rights	3
III	Agreement	4
IV	Non-Discrimination	6
V	No Strikes, Lockouts and Work Stoppages	7
VI	Union Representation	8
VII	Grievances Procedure	11
VIII	Discipline	14
IX	Hours of Work and Overtime	15
X	Seniority	19
XI	Layoff	23
XII	Promotion	25
XIII	Bargaining Unit Work	27
XIV	Job Classification	28
XV	Unpaid Leave	29
XVI	Paid Leave	31
XVII	Holidays and Holiday Pay	33
XVIII	Vacation and Paid Incidental Absence	34
XIX	Time Not Worked	36
XX	Wages	37
XXI	Premiums	39
XXII	Cost of Living Payment	41
XXIII	Ratification Bonus	42
XXIV	Health and Welfare Benefits	43
XXV	Retirement Plans	44
XXVI	General Provisions	47
XXVII	Union Membership and Checkoff of Dues	51
XXVIII	Substance Abuse Testing	52
XXIX	Duration	56
MOU	MOU Job Classification	57
MOU	MOU Security Plan	58



**AGREEMENT**

THIS AGREEMENT, made as of March 25, 2024, is by and between Bombardier US Aerostructures, Red Oak, Texas (hereinafter referred to as the "Company"), and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and its Local Union 848 (hereinafter referred to collectively as the "Union").

WITNESSETH: That in consideration of the common interest hereinafter set forth, IT IS MUTUALLY AGREED by and between the Company and the Union as follows:

Both the Company and the union are desirous of maintaining uniform wage scales, working conditions and hours of the bargaining unit and of facilitating peaceful adjustment of grievances which may arise under the terms of this agreement from time to time between Company and the bargaining unit employees and of promoting and improving peaceful employee and economic relations between the parties.

The general purpose of this agreement is to promote the mutual interest of the Company and the bargaining unit employees and their parties desire for the operation of the Company's Red Oak, Texas, facility under methods which will further the safety and welfare of the employees, cleanliness of the plant and premises.

## RECOGNITION

### **ARTICLE I RECOGNITION**

The Company recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local Union 848, as the sole and exclusive collective bargaining agency for all assembly operators, machine operators, paint operators, quality inspectors, fabricator/quick response, non-destructive test operators, maintenance operators, tool and die makers, tool crib attendants and any new job classifications established under this agreement at 295 Austin Blvd, Red Oak, Texas, excluding all other employees, electricians, office clerical employees, managerial employees and guards, professional employees and supervisors as defined in the National Labor Relations Act.

The term "he" or "his" as used hereinafter in this agreement is understood to include both male and female employees.

The term "employee" or "employees" whenever used in this agreement shall exclude all employees employed in the above excluded classifications.

**ARTICLE II  
MANAGEMENT RIGHTS**

A. The management of the Company and the direction of the work force and all management functions, rights, powers and authority which the Company has not specifically and expressly limited or abridged by a specific provision of this Agreement are recognized by the Union as being reserved and retained exclusively by the Company, including but not limited to, and by way of example only; the sole right to hire, discipline or discharge for just cause, to layoff, demote, promote, transfer and assign its employees; to determine or change the number of hours worked; to determine qualifications for and of its employees; to transfer equipment and operations to other locations; to schedule employees; to establish performance standards and evaluate employees' performance based on those standards; to determine the amount of required overtime to be worked; to establish and/or change working rules and regulations; to assign duties to the work force; to plan, direct and control plant operations; to organize, discontinue, enlarge, or reduce a department, function, or division; to subcontract or outsource work or transfer work to other locations; to introduce new or improved facilities; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Company prior to the execution of this Agreement.

B. There shall be no individual agreements between the employees and the Company.

C. The provisions of this agreement and conditions of employment shall be applied in a fair and equitable manner among all employees covered by this Agreement.

**ARTICLE III  
AGREEMENT**

A. Entire Agreement. The Employer and the Union acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, whether or not such subject matter was within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Any future agreements made by the parties shall be reduced to writing and signed by authorized representatives of the parties.

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements, understandings and past practices, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

B. Separability. Should any part of this Agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement and they shall remain in full force and effect.

The Company and the Union, within thirty (30) days of knowledge of such an occurrence shall meet to discuss the impact of such actions. If either party desires to negotiate a new provision regarding the affected portion, then that party may serve notice upon the other, in writing, of its desire to negotiate the provision of the Agreement affected by such legislation or court decree. The parties shall meet within thirty (30) days of presentation of the written notice to negotiate changes to the Agreement. Any modification or changes to this Agreement brought about by the above negotiations shall be in writing and signed by the parties hereto.

Where the Company serves notice of its desire to negotiate a new provision, it agrees to provide the Union a period of ninety (90) days from such notice in which to bargain over new contract language.

C. Qualifications. Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of this Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

If either party to this Agreement claims it is relieved of its obligations hereunder as a result of an alleged breach of agreement by the other party, it shall notify the other party of such claim



and alleged breach and allow ten (10) days to such other party for discussion, redress or correction prior to asserting that it has rescinded the contract.

D. Waiver. The waiver of any breach of any of the provisions or terms of this Agreement by either party does not constitute a precedent for any future waiver or enforcement of such breach.

E. Specific Performance. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement. It is distinctly understood and agreed that all previous agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.

F. The provisions of this Agreement shall be binding upon the Company and its successors and assigns, and none of the conditions herein shall be affected or changed in any effect by the consolidation, merger, sale, transfer or assignment of the Company of any or all of its properties; or affected or changed in any respect by any change in the regular status, ownership or management of the Company.

**ARTICLE IV  
NON-DISCRIMINATION**

Neither the Company nor the Union shall discriminate in the application of the provisions of this Agreement against any employee because of age, sex, race, color, religion, national origin, ancestry, amnesty, sexual orientation, gender identity and/or expression, marital status, disability, pregnancy, Vietnam Era, special disabled, or other covered veteran status, nor shall the Company discriminate in the hiring of new employees because of age, sex, race, color, religion, national origin, ancestry, amnesty, sexual orientation, gender identity and/or expression, marital status, disability, pregnancy, Vietnam Era, special disabled, or other covered veteran status or for any other legally prohibited reason.

**ARTICLE V**  
**NO STRIKES, LOCKOUTS AND WORK STOPPAGES**

A. Employees covered by this Agreement shall not engage in any strikes, slowdowns, sitdowns, sympathy strikes, work stoppages, or picketing which interrupt the performance of work at the Red Oak facility without regard to the cause thereof. Neither the employees covered by this Agreement, the Union, nor any officers, agents, or other representatives of the Union shall, directly or indirectly, authorize, assist, encourage, condone, ratify, lend support to, or in any way participate in any strike, slowdown, work stoppage, sympathy strike, sitdown, or picketing which interrupt the performance or work at the Red Oak facility during the life of this Agreement.

B. The Company agrees not to engage in any lockout during the terms of this Agreement.

C. Employees participating in any action described above will be subject to discipline up to and including discharge.

D. In the event of any violation of Section A of this Article, it shall be the duty and obligation of the Union, its officers, agents or representatives (employee or non-employee) to immediately take all prudent steps required to bring about an end to such misconduct.

**ARTICLE VI**  
**UNION REPRESENTATION**

A. Union Representatives. The Union will have the right to elect employee representatives to represent the Union in carrying out the terms of this Agreement. Only active employees of the Red Oak facility who have completed the probationary period as defined in Article X, Section D will act as a Union Representative under this Agreement. The Union will keep the Company informed in writing of the name(s) and title(s) of its elected union representatives, and the area of the Site that each represents. Each Representative is employed to perform full time work for the Company and shall be responsible for such work.

1. Representatives shall be permitted to enter into, or remain on the premises before or after his regular work shift to perform his duties as defined below. It is understood that such time is not to be paid for by the Company, except for meetings with the Company which are scheduled by the Company.
2. The Company will not transfer or loan a union representative outside of the area to which he/she was elected, provided there is available work within his job classification unless it is mutually agreed upon by the Chairman of the Plant Grievance Committee and the Representative of Human Resources.
3. The duties and responsibilities of Representatives shall be as follows:
  - (a) Shop Steward(s) shall have the authority to (i) investigate and present to the Company grievances or disputes which he has been requested by an employee or a group of employees to present for adjustment; and (ii) attend meetings scheduled with a shop committeeman or his designee, and/or a Labor Relations representative when a grievance has been appealed to the second step of the grievance procedure.
  - (b) Shop committeeman shall have the authority to perform the tasks set forth in (a) above as well as (i) attend meetings requested by a supervisor, manager or Labor Relations representative to discuss shop problems or pending grievances; and (ii) attend a weekly Plant Grievance Committee meeting between the Union and the Company.
4. Number of Representatives. The total number of Company-paid Union Representatives, excluding the Local 848 President and Chairman of the Plant Grievance Committee shall not exceed the numbers as listed below:

Site Hourly Headcount – Measured Jan. 1 <sup>st</sup> of each calendar year	UAW Representatives	Total Company Paid Hours Weekly
751	5	100
501 – 750	4	80
251 – 500	3	60
1 – 250	2	40

5. Payment of Union Representatives. Cumulative time used for purposes of representation, including meetings set forth in Article VII, Grievance Procedure, by all Stewards and Committeemen will not exceed the limits as set forth in the table above. Any time in excess of the weekly company paid hours as set forth in the table above, excluding meetings requested by the Representative of Human Resources, will not be compensated by the Company, absent mutual agreement between the Representative of Human Resources and the Plant Grievance Chairman.

Time used for purposes of representation by the Chairman of the Plant Grievance Committee will not exceed forty (40) hours per week.

It is jointly presumed that Company paid time for union business should be conducted on property at the Red Oak location. Any time spent by Union Representatives, including the Chairman of the Plant Grievance Committee, away from the Red Oak facility shall require notice to the Representative of Human Resources.

B. Union President. The Parties agree that in the event that a bargaining unit employee is elected President of Local 848 of the UAW, such employee shall be entitled to paid leave for the purpose of performing the functions of that office. Such pay will be the President's hourly base rate of pay for forty (40) hours per week and will exclude any shift or premium pay. No overtime or expenses will be paid by the company. The President will remain an employee of the Company and will be eligible for all employee benefits provided to employees in the bargaining unit. Any performance award payments paid to employees of the bargaining unit will also be paid to the President. The President will make him/herself available, at reasonable times and upon reasonable notice, for the meetings with appropriate company officials for the purpose of negotiations, management interface, and issues arising under the terms of the agreement.

C. An International Representative will be permitted to attend the regular third-step meetings scheduled weekly, or upon notice to the Company of not less than twenty-four (24) hours, to attend special meetings with the Union that have been scheduled by mutual consent. An International Representative will, upon notice to the Company of not less than twenty-four (24) hours, be permitted to accompany the Union President to investigate a grievance prior to the pre-arbitration review step of the grievance procedure as outlined in Article VII.

## UNION REPRESENTATION

D. Bulletin Boards. The Company will provide four (4) bulletin boards for the exclusive use of the Union and for the purpose of posting Union notices. Such notices may encompass subjects such as: notice of Union meetings and elections; appointments and results of Union elections; notices of recreational and social affairs and other Union announcements. The bulletin boards may not be used for detrimental propaganda of any kind; the positing of or distribution of payments; notices of political matters; advertising of any kind; or for any item that may reflect negatively upon the Company. All items must be approved by the Representative of Human Resources and the Chairman of the Plant Grievance Committee before posting, to assure the aforementioned requirements are met.

E. Union Office. The Company will provide one (1) acceptable location for the Union to conduct Union business. This area will include a phone, computer, printer, office furniture and will be secure for files, documentation and privacy.

**ARTICLE VII  
GRIEVANCE PROCEDURE**

A. Should any grievance arise as to the interpretation or alleged violation of this Agreement, the grievance shall be processed in accordance with the following procedures.

**STEP ONE:** Any affected employee, or the Union on behalf of its membership, shall take up the matter with affected employee's supervisor either directly, or through a representative of the Union within ten (10) regularly scheduled working days of its occurrence, and attempt to affect a satisfactory settlement. If no satisfactory settlement is reached within ten (10) regularly scheduled working days, the Union may, within ten (10) regularly scheduled working days after the supervisor's answer, appeal to Step Two.

**STEP TWO:** The grievance shall be reduced to writing by the Union and referred to the Department Manager or his designee of the Company. The written grievance shall contain the following:

1. a statement of the occurrence giving rise to the grievance containing all known pertinent facts; and
2. the Article and paragraph of this Agreement alleged to have been breached or violated and the manner in which it was breached or violated; and
3. the date, time and place of the alleged violation; and
4. the names of the persons present and those having direct personal knowledge of the facts involved, if known to the Union at the time the grievance is written; and
5. a statement of the requested remedy of the grievance; and
6. the grievance shall be signed by the aggrieved employee, or by a Union representative when a policy grievance is filed on behalf of the membership.

The Union will make every effort to identify the above information at the time the grievance is reduced to writing.

Once a grievance is reduced to writing and presented to the manager, no representative of the Company will discuss that particular grievance with the grievant without the presence of a Union representative until it is settled in the grievance procedure.

The Department Manager or his designee shall have five (5) regularly scheduled working days after the receipt of the grievance to give his answer. If no satisfactory settlement is reached within five (5) regularly scheduled working days after the Department Manager or his designee's answer, the Union may appeal to Step Three.

**STEP THREE:** The grievance shall be referred to the Representative of Human Resources and the Plant Grievance Committee and discussed at the weekly third step meeting between Human Resources and the Plant Grievance Committee. The Representative of Human Resources shall have no longer than five (5) regularly scheduled working days after the third step meeting at which the grievance was discussed to answer the grievance. If the Union does not appeal said decision within five (5) regularly scheduled

working days, then the decision will be final, conclusive and binding upon all employees, the Company and the Union.

PREARBITRATION REVIEW: In the event a resolution cannot be reached at Step Three, and the Plant Grievance Committee believes they have grounds for appeal, the Union will give the Representative of Human Resources a written notice requesting a meeting to discuss and attempt to settle the grievance. Said notice shall be required within five (5) regularly scheduled working days after the Step Three decision is rendered, with the pre-arbitration meeting occurring within fifteen (15) regularly scheduled working days of said notice. The pre-arbitration meeting between the parties shall consist of the Director of Labor Relations or his designee, the Chairman of the Plant Grievance Committee, the local Union President and the designated international union representative. If the parties are unable to reach a satisfactory settlement during pre-arbitration review, the Union may appeal to arbitration upon written notice to the Company, by certified mail, within thirty (30) regularly scheduled working days of said pre-arbitration review. The cost associated with the appeal to arbitration will be equally shared by the Company and the Union.

B. Effect of Failure to Appeal. Any grievance shall be considered as settled on the basis of the last answer of the Company if not appealed to the next step or to arbitration within the time limits set forth herein.

C. Failure of the Employer to Respond. Failure of the Employer to respond at any level of the grievance procedure within the time limits specified shall be deemed an automatic appeal of the grievance to the next level.

D. Computing Time Limitations. Saturdays, Sundays and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedures of this Agreement. The time limits contained herein may be extended by written agreement between the Company and the Union.

E. Discharge/Suspension. Any employee who has been discharged or suspended shall bypass Steps One and Two of the grievance procedure and the Chairman or his designee will file his grievance directly with the Representative of Human Resources within ten (10) regularly scheduled working days of the suspension or discharge. The grievance shall then be processed in accordance with Step Three of the grievance procedure.

F. Retroactivity. Awards or settlements of a grievance shall in no event be made retroactive prior to or beyond the time limits set forth in Step One, except:

1. There may be thirty (30) regularly scheduled working days retroactivity on layoff and recall grievances. In no event will the Company's liability exceed thirty (30) working days for layoff and recall grievances;
2. There may be fourteen (14) regularly scheduled working days retroactivity on overtime grievances;



3. There may be sixty (60) regularly scheduled working days retroactivity on classification grievances.
4. All claims for back wages shall be limited to the amount agreed to by the Company and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or wages or remuneration that the aggrieved employee may have received from any source during the period for which back pay is claimed.

G. ARBITRATION: Only grievances involving alleged violations with respect to the interpretation or application of the terms of this Agreement may be appealed to an impartial arbitrator for settlement.

1. Selection of Arbitrator. Upon receipt of the FMCS list of five (5) persons to potentially serve as the arbitrator, the Company and the Union will each have the right to strike two (2) names from the list in the following manner: the winner of a coin flip will have the choice to strike first or second until one name remains.
2. Authority of Arbitrator. The arbitrator will make his/her findings and render a decision to resolve the grievance. The arbitrator shall not have jurisdiction to add to, modify, vary, change, or remove any terms of this Agreement or to determine that any provision of this Agreement established an implied limitation on the Company which is not herein specifically set forth. The scale of wages established by this Agreement shall not be changed by an arbitration decision.
3. Arbitration Procedure. The arbitration shall proceed in accordance with the current rules of the Federal Mediation and Conciliation Service (FMCS). When an investigation is conducted by the arbitrator in the plant or at the Union hall, he will be accompanied by at least one representative of the Company and the Union. The Company will release any employee to serve as a witness in arbitration, provided the Union gives the Company twenty-four (24) hours' notice. Witnesses called by the Union will not be compensated by the Company for time not worked but will be considered as an excused absence and considered as time worked for purposes of vacation accrual, overtime compensation and holiday pay eligibility.
4. Decision. The decision of the arbitrator shall be final and binding upon the Company, the Union and the employees governed by this Agreement.
5. Expenses. The expenses of the arbitration and the arbitrator's fee shall be borne equally by the parties.

**ARTICLE VIII  
DISCIPLINE**

A. Disciplinary Notices. A disciplinary notice will remain in effect until the employee has served one (1) year of active employment from its date of issue. An employee who is issued a written warning notice will receive a copy of the notice if requested. After one (1) year, disciplinary notices will not be relied upon for further discipline, provided that the employee has not had any discipline during the twelve (12) month period.

B. Time Limits. The Company has seven (7) working days from the date of the incident, or the most recent attendance infraction, to issue a disciplinary notice or to initiate a suspension pending investigation. Failure to issue either discipline, suspension or discharge under this provision in a timely manner will result in the most recent offense, or the most recent attendance infraction, becoming null and void.

C. Suspension or Discharge. Except in cases involving disorderly or threatening conduct, should a represented employee elect to be represented, his Committeeman or, in the Committeeman's absence, the Chairman of the Plant Grievance Committee, will be notified so that he can attend the meeting. No action will be taken without the presence of the employee's Committeeman or Chairman of the Plant Grievance Committee. However, in no event, will the Company be required to delay or postpone disciplinary action more than two (2) hours following notification to the Union.

If the Company elects to terminate an employee by mail, the Chairman of the Plant Grievance Committee will be notified and receive, on the day it is mailed, a copy of the letter.

## ARTICLE IX HOURS OF WORK AND OVERTIME

This article and its sections provide the basis for the calculation and payment of overtime and premium pay, and will not be construed by the Union or any employee as a guarantee upon the part of the Company of hours of work per day or per week, or days of work per week.

A. The Company's regular or normal workweek for the employees in the collective bargaining unit will be forty (40) hours. The workweek will begin with the hour that the respective shifts start on Monday, except as herein provided, and will end one hundred sixty-eight (168) consecutive hours later.

B. The normal work week shall consist of a forty (40) hour work week divided into five (5) workdays of eight (8) consecutive hours, each running consecutively from Monday to Friday. The first shift shall start between 5:00 a.m. and 7:00 a.m.; the second shift shall start between 2:00 p.m. and 4:00 p.m.; and the third shift shall start between 10:00 p.m. and midnight. Start times shall apply to all employees assigned to a single unit of production.

C. The Company may elect to schedule any employee, regardless of seniority, or group of employees, or any shift or shifts, department or group of departments on one of the shifts outlined in the table below. The Company may not assign more than thirty percent (30%) of employees within a job classification to 4x10 schedules, without mutual agreement by the Union and 80% acceptance vote of the employees in said job classification. There will not be an employee cap on the 3x12 schedules but assignment of employees to the 3x12 schedule will be by volunteers or only by assignment at time of hire. The first shift shall start between 3:00 a.m. and 6:30 a.m.; the second shift shall start between 3:00 p.m. and 6:30 p.m. Start times shall apply to all employees assigned to a single unit of production.

Special Work Week 4x10	Monday through Thursday	a.m.
	Monday through Thursday	p.m.
	Tuesday through Friday	a.m.
	Tuesday through Friday	p.m.
Special Work Week 3x12	Friday through Sunday	a.m.
	Friday through Sunday	p.m.
	Saturday through Monday	a.m.
	Saturday through Monday	p.m.

D. When the Company decides to change the shift times, it shall provide at least ten (10) working days' advance notice.

## HOURS OF WORK AND OVERTIME

E. An employee must report any absence not previously approved by management in the manner set forth by the Company. Employees must report such absence within the first (1<sup>st</sup>) hour of the start of their shift. Failure to report an absence as required may result in disciplinary action.

F. If an employee calls within the first thirty minutes (30) of the start of an overtime assignment, this will not count as a failure to work overtime, however, the employee must use their incidental paid leave or approved vacation to cover the normal shift hours that they missed (weekly OT only). If not covered by paid leave, the absence may result in disciplinary action.

G. Non-Recurring Flex Time.

1. If an employee reports late, not to exceed fifteen (15) minutes of their regularly scheduled shift they may request from their supervisor the ability to work flex hours for that time. If the supervisor deems that it is operationally feasible, they may approve the request. It is the employee's responsibility to notify the supervisor of the intent at the time that he reports to work or soon as need is identified. No such request will be unreasonably denied.
2. If an employee needs to flex work hours of their regularly scheduled work week, not to exceed two (hours), they may request in advance from their supervisor the ability to work flex hours for that day. If the supervisor deems that it is operationally feasible, they may approve the request. It is the employee's responsibility to notify the supervisor of the intent as soon as need is identified. No such request will be unreasonably denied.

H. The following break/lunch periods shall apply:

1. Employees working a normal work week will be allowed one (1) forty minute lunch period (thirty (30) minutes unpaid/ten (10) minutes paid), and one (1) ten (10) minute paid break per shift.
2. Employees working an alternative work schedule will be allowed one (1) forty minute lunch period (thirty (30) minutes unpaid/ten (10) minutes paid), and two (2) ten (10) minute paid breaks per shift.
3. Employees will be allowed one (1) ten (10) minute paid break for every three (3) hours of consecutive hours of overtime worked on a regularly scheduled workday. Employees will be allowed one (1) ten (10) minute break period for every four (4) consecutive hours of overtime worked on a non-regularly scheduled workday.
4. Lunch and break period times shall be established at the sole discretion of the Company, and may be staggered to accommodate production reasons.

I. Time and one half the regular rate of pay shall be paid for as follows, except as specifically provisioned in the Section H below:

1. All time worked in excess of forty (40) hours in any work week for employees assigned to either the 5x8 or 4x10 schedule.
2. All time worked in excess of thirty-six hours (36) for employees assigned to the 3x12 schedule.
3. All hours worked on an employee's first day of rest in any work week.

J. Two times the regular rate of pay shall be paid for:

1. All hours worked by an employee on a day being observed by the Company as a holiday.
2. All hours worked on an employee's second day of rest, and beyond, in any work week.

K. Overtime. Overtime will be distributed on a voluntary basis among the available qualified employees in any unit who are regularly employed on such work. Such distribution will be made on the respective shifts on which the overtime work occurs. If the required personnel are not available following the initial request for volunteers, any qualified employee may be asked to work. If there are not enough volunteers with present skill and ability, the Company shall require mandatory overtime from those employees with present skill and ability in the unit where the overtime is required, provided forty-eight (48) hours' notice of the required overtime is given to the employee. In no event will an employee be required to work more than two (2) Saturday assignments or the equivalent 1<sup>st</sup> day of rest on an alternate work schedule in a month on mandatory overtime. The mandatory overtime will not be joined across months; however, the employees may volunteer to work the additional overtime hours. For clarity, an employee cannot be mandated to work their second day of rest, and beyond, in any work week.

L. Employees will not be mandated to work more than ten (10) hours per day on a regularly scheduled workday, nor will an employee be mandated to work more than eight (8) hours per day on a day of rest.

M. An employee scheduled and approved for vacation day(s) will not be required to work overtime on the weekend that immediately precedes or immediately follows the approved vacation day(s). For clarity, a weekend is defined as a work schedules normal days of rest.

N. The Company will not require overtime during the employee's regularly scheduled work week on more than two (2) weeks of each month; nor will the Company require overtime during the employee's regularly scheduled work week on more than two (2) consecutive work weeks.

## HOURS OF WORK AND OVERTIME

O. Once an employee has been notified by the company that they will be on mandatory overtime, if the company decides to cancel the mandatory overtime assignment this will count as the company's use of mandatory overtime pursuant to sections K and L above.

P. Overtime Equalization. Employees within the same classification within a unit may be cross trained to the extent possible thereby enabling all employees within the unit the opportunity to share in the distribution of overtime. Each supervisor will maintain a record of every employee's overtime for a rolling three (3) month window. Employees may request to review the records for their unit. The Union representative will bring any variance of more than 40 hours to management for resolution if one should exist.

Q. Paid time off shall be considered as hours worked for overtime purposes.

R. There shall be no pyramiding of any overtime or premium pay. In the event overtime and/or premium pay is applicable to the same hours worked under any two (2) or more provisions of this Agreement, only the single highest overtime or premium payment required under any one provision of this Agreement shall be paid.

**ARTICLE X**  
**SENIORITY**

All bargaining unit employees shall have a seniority calculation date and a job classification seniority date, defined as follows:

A. Seniority Calculation Date

1. For employees on the active payroll as of March 25, 2018, the seniority calculation date shall be the employee's seniority calculation date as of March 25, 2018.
2. For employees added to the active payroll on or after March 25, 2018 the seniority calculation and job classification entry date shall be the employee's most recent date of hire at the Red Oak facility.

B. Job Classification Entry Date

1. Employees who transferred to the Red Oak facility from either the Jefferson Street or the Marshall Street facility into the same job classification shall have a job classification entry date the same as the seniority calculation date.
2. Employees who transferred to the Red Oak facility from the Jefferson Street or Marshall Street facility into a different job classification from which they held at the previous facility shall have a job classification entry date of October 14, 2013.
3. Employees shall establish a job classification entry date after being in said job classification for sixty (60) consecutive working days; unless the Company and the Union mutually agree to extend the probationary period, not to exceed an additional sixty (60) days.
4. In instances where employees have the same job classification entry date, the employee having the lowest employee number will be considered the more senior employee.

It is understood between the parties that no employee shall have rights to a job classification unless the employee held such classification at the Red Oak facility.

C. Loss of Seniority. The seniority of the employee together with all other rights under this Agreement, including the right to employment, shall be forfeited if the employee:

1. Retires, quits, resigns or takes a job elsewhere when his regular work is available at the Company;
2. Is discharged for just cause;

## SENIORITY

3. Is laid off for a period that exceeds seventy-two (72) months;
4. Fails to return following the end of an approved leave of absence; except in circumstances beyond the employee's control which the employee has the burden to prove, or unless approved in advance by the Representative of Human Resources;
5. Fails to return following a disciplinary suspension, unless approved in advance by the Representative of Human Resources;
6. Is employed by another employer during a leave of absence, except for military duty, approved public office leave or an approved leave of absence to work for the Union;
7. Is absent for three (3) consecutive workdays without notifying the Company through the mechanism which the Company requires absences to be reported, except in circumstances beyond the employee's control which the employee has the burden to prove;
8. Fails to properly certify a leave of absence or makes false statement concerning such leave;
9. Fails to report for work within ten (10) working days (or fails within said ten (10) working day period) to give satisfactory reasons for not returning to work, after due notice of recall to return to work has been delivered by certified letter from the Company to the employee's last known address;
10. If an employee provides satisfactory medical evidence and is determined to be ill or injured at recall, the employee will be granted an extension of his recall rights up to six months from the date of recall, however, no longer than seventy-two months from said employee's lay off date.

### D. Probationary Period.

1. An employee will be considered a probationary employee from hire date through a period of ninety (90) calendar days following the employee's hire date. Time not worked for any reason shall not count for purposes of completion of the probationary period. Contractors and/or BAAP Apprentices who complete their contract and are immediately hired into the bargaining unit will not have to complete another probationary period; however, prior to hiring a BAAP Apprentice the Company and Union may mutually agree upon a one time probationary period of ninety (90) calendar days.



2. If at any time during an employee's probationary period he is disciplined, suspended or discharged by the Company for any reason, such discipline, suspension or discharge shall not be subject to the grievance or arbitration provisions of this Agreement. The continuation of employment of a probationary employee is at the sole discretion of the Company.
3. An employee's seniority date shall commence after the exceptions of his probationary period and shall be retroactive to the date of his most recent hire. The provisions of this Agreement will apply during the probationary period; however, there will be no responsibility on the part of the Company for continuous employment or for reemployment if an employee is laid off before the completion of the probationary period.

E. Shift and Schedule Preference. In the event the Company has the need to reallocate resources to different shifts and/or schedules, the following shall apply:

1. Management will endeavor to first utilize current contract labor who possess the required skills and abilities. In the event sufficient contract labor is not available, Management will seek employee volunteers to change shifts/schedules. In the event sufficient volunteers are not obtained and/or the volunteers do not possess the required skills and ability, management may transfer an employee to another shift /schedule with at least ten (10) working days' notice.
2. An employee can only be transferred involuntarily by management once they have been on their desired shift for six (6) months. Thereafter, any voluntary time spent within the mandated shift, will count towards the six (6) months.
3. When an employee has been active on a shift/schedule for sixty (60) consecutive calendar days, he may request a transfer to another shift/schedule. The employee will be transferred within ten (10) working days from the date of transfer request, provided there is contract labor on the shift/schedule that the employee has requested. If contract labor is not present on the shift/schedule that the employee has requested, the employee will be transferred within ten (10) working days from the date of transfer request, provided there is an employee with less job classification entry date seniority available who possesses the required skills and abilities to perform the requesting employee's current job assignment.

F. Seniority of Union President, First Vice President, Chairman of the Plant Grievance Committee, Shop Stewards and Shop Committeemen. The Union President, First Vice President, Chairman of the Plant Grievance Committee, Shop Stewards and Shop Committeemen will not be subject to the provisions of Article XI, Section A provided there is work for at least two (2) employees within the job classification that the Union President, First

## SENIORITY

G. Vice President, Chairman of the Plant Grievance Committee, Shop Stewards or Shop Committeeman currently holds.

G. Leaving the Bargaining Unit. Any employee in the bargaining unit who is transferred to a job within the Red Oak facility outside the bargaining unit shall retain Union seniority in the last job classification held at the time of transfer.

This provision shall also apply to all employees who were transferred to these positions prior to the effective date of this agreement from jobs within the bargaining unit. An employee may return to the last bargaining unit classification held, provided there is contract labor in the classification held. If no contract labor is present in the classification, the employee may return to the last bargaining unit classification held if there is an open requisition. An employee returning to the bargaining unit after being in a non-bargaining unit position, will only be allowed to return to the bargaining unit one (1) time throughout their employment. Once the employee returns to the bargaining unit position, his Union seniority will be recalculated and a new Union seniority date will be established, giving credit for seniority up to the time they left the bargaining unit.

**ARTICLE XI**  
**LAYOFF**

A. If it becomes necessary to reduce the Company's workforce, the following shall apply;

1. Reduction of force shall be by job classification.
2. In the event the Company has contract labor employees working within a job classification to be reduced, the Company will release all contract labor working within said classification prior to laying off any bargaining unit employees within the classification.
3. Probationary employees within the classification shall be laid off after the release of contract labor.
4. In the event it is necessary to lay-off bargaining unit employees, employees within the impacted job classification will be laid-off in reverse seniority order as defined in Article X, Section B. For greater clarity, the least senior employee within the impacted job classification will be laid off first.
5. Laid-off employees shall be recalled by job classification in inverse order of the layoff selection within the recall period as set forth in Article XI, Section F.

B. Out-of-Seniority Retention. Notwithstanding Article XI, Section 4 the Company will reserve the right in certain circumstances to retain an employee regardless of seniority if the individual possesses special knowledge, skills, and abilities required for business operations for a period up to sixty (60) working days. This period could be extended, dependent on skills assessment, at the end of the sixty (60) working day period for an additional thirty (30) working days. The Company will present the validity of the employee's individual skills criticality to the Chairman of the Plant Grievance Committee prior to the reduction.

C. Bump Rights. An employee affected by layoff who previously held a position in another job classification at the Red Oak location may be allowed to transfer into the previously held job classification provided there is contract labor in said job classification the employee previously held or an employee in said classification with a lower Union seniority date. The employee shall transfer at the rate of pay and labor grade held in the previous job classification. If employee has held multiple job classifications, the Company may exercise its discretion to place the employee in the classification of its choosing unless there is an existing open requisition in a previously held job classification.

D. Notification Process. When there are layoffs for any length of time, notice in writing indicating the classification and number of employees to be surplusd in each classification will be given to the Chairman of the Plant Grievance Committee five (5) work days, if possible, and in no event later than three (3) work days before such layoff. As soon as possible,

## LAYOFF

E. but in no event later than the effective date of the layoff, a list will be given to the Chairman of the Plant Grievance Committee indicating the status of the employees affected by the layoff. An employee who is at work and is included in the layoff will be paid through the end of the normal shift unless the employee requests and is granted permission to process earlier. When employees are recalled to work a similar list will be available to the Chairman of the Plant Grievance Committee simultaneously with the notice to return to work.

F. Temporary Layoffs. Temporary layoffs due to sudden cancellation of major contracts, major subcontracts, acts of God, breakdowns, shortages of materials, manufacturing irregularities or causes of a like nature not to exceed thirty (30) workdays within a rolling twelve (12) month period may be made by the Company irrespective of any provisions of this Agreement. It is understood that no contract labor will perform work in the areas impacted by a temporary layoff for the duration of said temporary layoff. Temporary layoffs will be processed through Human Resources by classification of those employees within the respective areas affected and will be selected by volunteers first. Following volunteers, contract labor in the area will be reduced. If an excess of bargaining unit employees remain in the area, those employees will be temporarily absorbed into other areas, where contract labor remains. Those employees retained shall be able to perform the work without a break-in or familiarization period of the displaced contractors. If there is no contract labor in other areas, the remaining excess employees in the area will be reduced by reverse seniority in the job classification; This restriction on thirty (30) days will not apply in case of any stoppage of work, strike or slowdown, or any other case or condition beyond the control of the Company. The Chairman of the Plant Grievance Committee will be provided a copy of the layoff notice in advance of the temporary layoff.

F. Recall and Return Rights.

1. Whenever there is an increase in the work force after an indefinite layoff, and before a new employee is hired in a given job classification, an employee who has recall rights to that classification will first be offered employment in that classification as set forth in Section A, 5 above at the rate of pay he was earning at time of layoff.
2. If an employee refuses to accept a recall, he will forfeit any further claim to any job within the bargaining unit.
3. An employee's seniority will not be interrupted due to layoff, if said employee is recalled within seventy-two (72) months from the date of layoff.

## **ARTICLE XII PROMOTION**

A. Promotions of bargaining-unit employees to posted positions within the bargaining unit shall be based upon attendance record, active discipline and any disciplinary suspensions issued, skill and present ability to perform the work. When two or more employees have equal attendance records, discipline and skill and present ability to perform the work, the employee with the greatest seniority shall receive the promotion. The Company shall have the right to establish proper qualifications for all jobs.

B. When no bargaining-unit employee has the skill and present ability to perform the work available, the Company may fill the position from outside applicants.

C. All promoted employees shall be on a probationary status for sixty (60) working days. An employee shall complete his probationary period after he has completed sixty (60) days of work for the Company. Time not worked for any reason shall not count for purposes of completion of the probationary period. If an employee does not successfully complete the probationary period, he or she will be returned to his/her previously held position without loss of seniority. Once an employee successfully completes the probationary period, their job classification entry date shall be retroactive to the date of promotion.

D. The Company may promote individual(s) to a lead position through the criteria as established above in Section A. Once a person has been promoted to a lead position, their performance will be reviewed thirty (30) and sixty (60) days after the promotion and every six (6) months thereafter. Employees removed from a lead position as the result of multiple poor performance reviews will no longer receive the additional lead premium. If the company determines that there is an excess of leads due to a reduction in head count, the number of leads will be reduced by starting with the lead who has the lowest seniority within the job classification. If an employee no longer holds a lead position, they will return to the position or job classification that they held immediately prior to becoming a lead.

E. Whenever the Company determines it is necessary to promote or increase the workforce or replace employees who have quit or otherwise left their employment (excluding promotions to a higher labor grade within an employee's current job family), the following system will be employed:

1. Human Resources will complete a Promotion Notice Form for posting in designated central areas as agreed to by the Company and Union.
2. An eligible employee, for a period of five (5) working days, may apply by submitting their resume to Human Resources.

## PROMOTION

3. Timely submitted bids by eligible bidders within the posted job classification will be considered first and each of these applicants from within the posted job classification will be interviewed and evaluated by the Company in the filling of a job vacancy. Prior to notifying the employees who are selected for the posted job, every applicant who was not selected will be notified as to why they were not selected.
4. If there are not enough qualified candidates from within the posted job classification, timely submitted bids by eligible bidders within the bargaining unit will be considered second and each of these applicants will be interviewed and evaluated by the company. Prior to notifying the employees who are selected for the posted job, every applicant who was not selected will be notified as to why they were not selected.
5. The Company will make every attempt to initiate promotion(s) within fifteen (15) working days of the posting closing.
6. If it is determined there are no internal candidates who possess qualifications to fill the vacancy, Human Resources will inform the Chairman. Once every applicant has been notified as to why they were not selected, the job may be posted for external bidders.
7. In case of cancellation(s) of the Request for Promotion, the applicant(s) and the Chairman will be notified.

F. Promotions to a higher labor grade within an employee's current job family may be processed without regards to employees having recall rights.

G. If an employee exhibits the skill and present ability to perform the work of a higher labor grade within their current job classification, the Company can bypass the process defined in Article XII, Section E and a job posting is not required to promote the qualified employee. In no event will this section be used to fill a vacancy in a job classification.

**ARTICLE XIII**  
**BARGAINING UNIT WORK**

A. Non-bargaining unit employees shall not perform work normally performed by employees covered by this Agreement, except:

1. that work which has been historically performed by non-bargaining unit employees;
2. where there is an emergency, or an immediate and unplanned event where the number of qualified employees available to perform the work is not present, not to exceed one (1) hour, unless mutually agreed upon between the Parties;
3. when it is necessary to train employees;
4. when it is necessary to conduct investigations in order to determine root cause and corrective action;
5. when necessary for research and development purposes on non-production parts;
6. during start-ups or non-recurring production periods.

B. A qualified employee is one with the skill and present ability to perform the required work, without training.

**ARTICLE XIV**  
**JOB CLASSIFICATION**

A. In the event the Company desires to establish a new job classification or materially change the duties of an existing job classification, it shall notify the Union of its intent to propose changes in the current job classifications and/or job descriptions. The parties shall meet within thirty (30) days of the notice. Any modifications or changes to the job classifications and/or job descriptions shall be in writing and signed by the parties hereto.

B. Temporary Assignment of Employees. The Company may temporarily assign employees from one job classification to another job classification, for a period not to exceed thirty (30) calendar days in a rolling twelve (12) month period, if there is a layoff of employees in the loaned to classification. The Company may temporarily assign employees from one job classification to another job classification, for a period not to exceed ninety (90) calendar days in a rolling twelve (12) month period, if there are no employees on layoff in the loaned to classification. The Company shall provide the Union with notification of any such temporary assignment in excess of five (5) consecutive working days via electronic message sent to the designated Local 848 email address. The time periods set forth herein may be extended upon written mutual agreement by the Company and the Chairman of the Plant Grievance Committee.



**ARTICLE XV**  
**UNPAID LEAVE**

A. Temporary Leave for Union Business. An employee elected or selected to a fulltime position in the United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, but excluding all national and international Unions other than the UAW, that takes him from his employment with the Company, will, upon written request to the Company, receive a leave of absence for one (1) year.

B. Military Leave. The Company shall abide by the provisions of applicable laws to provide military and service-related leave and reemployment rights for employees. The provisions of the federal law relating to military leave are defined under the Family and Medical Leave Act of 1993, as amended, and under the Uniformed Services Employment and Reemployment Rights Act (USERRA). Seniority of employees on military leave will accumulate in accordance with the provisions of USERRA.

C. Personal Leave of Absence.

1. A leave of absence not exceeding sixty (60) days may be granted by the Company to any employee for good and sufficient cause upon the written request of the employee. If a leave of absence is granted, the seniority of the employee will accumulate during the period of the leave of absence. While on a personal leave of absence an employee will not be entitled to health care benefits unless, prior to the leave, the employee makes arrangements with the benefits office to continue benefits at his own cost during the leave of absence.
2. An employee who has been granted such leave of absence will be considered as having quit without notice and will be terminated from employment by the Company if, while on his leave of absence, he engages in or applies for other employment without the consent of the Company. If an employee on such leave fails to report for work on his first regular shift after termination of his leave, he will be subject to discharge, except in circumstances beyond the employee's control which the employee has the burden to prove, or unless approved in advance by the Representative of Human Resources.

D. Family and Medical Leave.

1. Family and medical leave shall be granted in accordance with the Family and Medical Leave Act (FMLA) of 1993, and subsequent amendments thereof.
2. The period used to calculate an employee's leave entitlement is a "rolling" twelve (12) month period measured backward from the date that the employee uses any FMLA leave.
3. An employee must use any available and unused paid incidental absence time for any part of the twelve (12) week leave, whether continuous or intermittent. Should an employee not have any available paid incidental absence time, the

## UNPAID LEAVE

4. employee may use any accrued and unused vacation time for any part of the twelve (12) week leave, whether continuous or intermittent.
5. Leave taken for an injury that is compensable under the Workers Compensation law will be counted against an employee's FMLA entitlement, provided the injury is an FMLA qualifying event.
6. It is the employee's responsibility to ensure that all requests for leave, certification, and required forms are submitted to the appropriate Company representative in a timely manner. Failure to do so could result in disciplinary action, up to and including discharge.

E. Public Office Leave. An employee who is elected or appointed to full time state or federal public office will be granted a leave of absence for the duration of the initial term of office for which the employee was elected or appointed. Upon expiration of the initial term of office, the employee has fifteen (15) working days to return to full time employment with the Company, or shall be considered a voluntary termination. While on public office leave, an employee will not be entitled to health care benefits unless, prior to the leave, the employee makes arrangements with the benefits office to continue benefits at his own cost during the leave of absence.

**ARTICLE XVI  
PAID LEAVE**

A. Bereavement Pay. Employees may be granted up to three (3) days of paid leave in the event of the death of a close family member. Close family member means the employee's spouse, domestic partner, brother, sister, step-brother, step-sister, half-brother, half-sister, parent, child, stepchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

1. There shall be no duplication of payment that the employee may otherwise receive under this Agreement. Proof of death and verifications of relationship will be required. If documentation is not provided, no payment will be provided under this Article.
2. Bereavement pay will not be granted to an employee who is on a leave of absence.
3. Bereavement pay will be considered as time worked for the purposes of vacation accruals, overtime computation, and holiday pay eligibility.
4. In the event of multiple deaths, the employee will be allowed three (3) days bereavement pay for the death of each immediate family member.
5. Bereavement pay will be authorized where the request is for time off from work during an employee's regularly scheduled workday, within three (3) weeks of the date of death. This timeline can be extended or happen at a later date with the approval of Human Resources and Management.
6. Bereavement pay does not need to be taken in consecutive days and may be taken in one (1) hour increments.

B. Military Pay. Any employee who is called to and performs short-term active duty of two (2) weeks or less as a member of the U.S. Armed Forces Reserve or National Guard will be paid the difference between his military pay and his normal straight-time earnings for this period, not exceeding two (2) weeks. This will be limited to ten (10) workdays per Military year, beginning October 1 of each year. Holidays that fall within the ten (10) days will be treated as a work day for pay purposes.

C. Jury Duty/Witness Pay

1. When an employee is required to and actually does serve jury duty on a regularly scheduled working day, regardless of shift, he will receive eight (8) hours' pay at his base rate less any jury fees he receives, provided he notifies the Company prior to the day on which his jury duty is scheduled to begin. In instances of standby jury duty, an employee will receive pay only for hours subsequent to being called to jury duty not to exceed the remainder of the shift. Satisfactory proof of such services must be given to the Company before this section will apply.

## PAID LEAVE

2. An employee who has been subpoenaed adversely to testify in a case other than one involving himself, the Company, or the Union, and does testify, will receive eight (8) hours pay at his base rate less any witness pay he received, provided he notifies the Company prior to the day which he is scheduled to testify. Proof of such service satisfactory to the Company must be given before pay will be authorized.

**ARTICLE XVII**  
**HOLIDAYS AND HOLIDAY PAY**

A. An employee will receive hours equivalent to the scheduled hours of a normal workday at his regular base rate, including shift differential and all premiums, but excluding all bonuses or overtime allowances for such holiday-

B. The following will be observed as holidays for the life of the instant Agreement:

Holiday	2024	2025	2026	2027
New Year's Day	1-Jan	1-Jan	1-Jan	1-Jan
Memorial Day	27-May	26-May	25-May	
Independence Day	4-Jul	4-Jul	3-Jul	
Labor Day	2-Sep	1-Sep	7-Sep	
Thanksgiving Day	28-Nov	27-Nov	26-Nov	
Day after Thanksgiving	29-Nov	28-Nov	27-Nov	
Year End Holiday	24-Dec	24-Dec	24-Dec	
	25-Dec	25-Dec	25-Dec	
	26-Dec	26-Dec	28-Dec	
	27-Dec	29-Dec	29-Dec	
	30-Dec	30-Dec	30-Dec	
	31-Dec	31-Dec	31-Dec	

C. Optional Days Off. Employees may use two (2) days of their choosing as an optional excused unpaid day off. The request must be submitted to Management at least three (3) workdays in advance of the day that they intend to use the Optional Day Off.

D. Mandatory overtime will not be scheduled on a holiday.

E. An employee working on a holiday shall receive double time pay for all hours actually worked on the designated holiday, in addition to holiday pay set forth in Section A above.

F. Should a holiday occur while an employee is on vacation, the employee shall not be charged vacation time for that day.

**ARTICLE XVIII**  
**VACATION AND PAID INCIDENTAL ABSENCE**

A. Paid Incidental Absence. Beginning in 2025, each employee who is on the active payroll will receive forty (40) hours of paid incidental absence on their seniority anniversary date. An employee who is on an approved leave of absence as of their seniority anniversary date will receive forty (40) hours of paid incidental absence upon his/her return to work. To be eligible for benefits under this Section, an employee who is absent must notify his/her supervisor within the first two (2) hours of the start their shift. The Company will require a verifiable proof of absence for three (3) or more consecutive days, unless the Company is notified in advance of the time off.

During the transition period to the employee's seniority anniversary date in 2025, they will receive a prorated accrual from January 1, 2025, to their seniority anniversary date. On their anniversary date in 2025, they will receive their full anniversary entitlement of 40 hours.

1. Paid incidental absence time will be computed at the current straight-time hourly rate the employee is receiving at the time of such payment. Paid incidental absence will be paid only for straight-time hours not worked by the employee on a regularly scheduled workday, in one (1) hour increments.
2. Unused paid incidental absence hours will be paid out on the second full pay period following the employee's seniority anniversary date.
3. Employees will not be paid for earned, unused paid incidental absence hours upon termination of employment.

B. Vacations. Employees accrue vacation during any week in which that employee receives pay from the Company. In addition, excused Union business, temporary layoff, and company convenience shall be counted towards vacation accrual. Length of service determines the number of vacation hours an employee can accrue annually and is calculated from the employee's most recent date of hire.

Years of Service	Vacation Hours	Bi-Weekly Accrual
0-7	96	3.7 hours
8-15	120	4.62 hours
16-23	160	6.16 hours
24+	200	7.7 hours

1. Vacation can be taken as it is accrued and in one (1) hour increments, with 24 hours' advance management notice and approval.
2. An employee may carry over a maximum of eighty (80) hours of vacation from one calendar year to the next.

3. Employees will be paid for unused accrued vacation hours upon termination of employment.

C. In addition, and in an effort to support quality of life and work life balance, the Company agrees to the following:

1. To honor vacation request of 5 days or more, if the vacation request has been made at least six (6) weeks in advance.
2. To honor vacation request of less than 5 days, if the request has been made at least four (4) weeks in advance.
3. Any vacation request made outside of these parameters will be reviewed on a case-by-case basis.

Notwithstanding any of the above, it is understood that no more than 25% of a given department will be granted vacation at a given time. Any exception will be reviewed on a case-by-case basis. Seniority will be the determining factor in the application of this rule.

**ARTICLE XIX  
TIME NOT WORKED**

**A. Incomplete Day's Work.**

1. Call Back Pay. Any employee who, after completing work assigned to him during his regularly scheduled shift or extension thereof, is called back to work after he has left the premises and who reports for work after such call at a time that is more than two (2) hours prior to the beginning of his regularly scheduled shift, will receive not less than four (4) hours' of pay at the appropriate rate.
2. Reporting Pay. In the event an employee appears for scheduled work, unless he was previously notified not to work, he shall receive at least four (4) hours of work or pay at the appropriate rate. This will not apply when an employee was absent from the previous working day. This provision will not apply in case of any stoppage of work, strike, or slowdown, or in any other case or conditions beyond the control of the Company.
3. An employee who is scheduled to work on a premium payment day and reports as scheduled will be allowed to work a minimum of four (4) hours or receive four (4) hours' pay at the appropriate rate for such hours.
4. Employees who are injured in the factory and who are sent home on the day of injury by the Company or its designee will be paid for the balance of their scheduled work shift on that day at their appropriate total hourly rate.

**B. Plant Shutdown.** The Company may shut down the facility for purposes of vacation. However, no employee will be forced to take his vacation during this shutdown, with the understanding that the employee will be on vacation without pay if he elects not to take vacation during this shutdown and is not otherwise scheduled. In the event the Company requires a certain classification of work to be performed during a scheduled shutdown, the Company will offer said work in accordance with Article IX, Section K.

**C. Inclement Weather.** Should the Company determine it is necessary to close the Red Oak facility due to inclement weather, the Company will notify employees of said closure by notifying the following stations with an announcement for early broadcast at least one hour in advance of shift start or as soon as possible:

<u>RADIO STATION</u>	<u>AM FREQUENCY</u>	<u>TV STATIONS</u>
WBAP	820	KDFW – CHANNEL 4 (FOX)
KRLD	1080	KXAS – CHANNEL 5 (NBC)
		WFAA – CHANNEL 8 (ABC)
		KTVT – CHANNEL 11 (CBS)

It is the responsibility of each employee to monitor and determine their work situation. If the Company facilities are closed, employees may elect to take vacation, paid incidental absence pay, or a nonpaid excused absence. If the facilities remain open, employees are expected to report to work.



**ARTICLE XX**  
**WAGES**

A. The Company will grant the following annual wage increases, rounded to the nearest full cent of their current base rate, to all active employees. The payment will be made in the first pay period of April each year.

Effective Date	March 25, 2024	March 24, 2025	March 23, 2026
AWI	6.5%	4%	3%

B. Employees shall be eligible to receive either an Annual wage increase in their base hourly rate provided the employee makes less than the maximum of their labor grade, or a one-time lump sum percentage equivalent of annual base pay if said employee's base hourly rate exceeds the maximum of their labor grade no later than the first pay period of April.

C. Employees who at the time of ratification of the instant Agreement are making a base hourly wage in excess of the maximum of their labor grade, as set forth in the below Grade Rate Table shall not have their base hourly wage decreased throughout the life of the instant Agreement.

D. Employees whose base wage is less than the minimum of their labor grade as set forth in the below Grade Rate Table on the date of ratification of the instant Agreement, shall receive a one-time increase to their base wage to the minimum of the labor grade and job classification effective no later than the first pay period of April 2024.

E. Employees who have not successfully completed their 90 day probationary period will not be eligible for a general wage increase/lump sum.

F. New Hire Rates. The wage structure set forth in the below Grade Rate Table sets forth the-maximum starting base wage rate for employees hired on or after the date listed. This section and the wage structure below, shall only be referenced for determining the maximum starting rate of an employee newly hired into the bargaining unit.

Grade	New Hire Max		
	2024	2025	2026
37	\$ 33.53	\$ 34.88	\$ 35.92
36	\$ 31.94	\$ 33.21	\$ 34.21
35	\$ 30.42	\$ 31.63	\$ 32.58
34	\$ 28.97	\$ 30.13	\$ 31.03
33	\$ 27.59	\$ 28.69	\$ 29.55
32	\$ 23.33	\$ 24.27	\$ 24.99

G. All employees promoted to a higher labor grade will receive a three percent (3%) increase above his current rate, or the minimum of the new labor grade. Employees hired after

## WAGES

the date of ratification will not be eligible for the 3% increase if their base rate is above the maximum of the new grade.

H. Transfers. If an employee transfers to a posted opening in another job classification and that transfer results in the person being placed in a lower labor grade, the employee will not have a reduction in their pay. If they are over the maximum of the new grade, they will still be eligible for the annual General Wage Increases and the progression raises they would have received in their highest previously held labor grade.

I. Progressions. There will be a two (2) times a year progression increase to eligible employees' base rate. The progression will be administered as follows:

1. Eligible employees will have two (2) progressions per year.
2. Progressions will be paid on the first full pay period in March and September.
3. The increase received is equivalent to \$.45 per hour up to the maximum rate as defined in the below Grade Rate Table.
4. Once the maximum rate is achieved, employees will not be eligible for any further progression raises.

J. The Company shall make payment to employees for all wages earned through direct deposit of funds into an employee-specified financial institution on a bi-weekly basis.

**GRADE RATE TABLE**

Grade	6.5%		4.0%		3.0%	
	2024		2025		2026	
	Min	Max	Min	Max	Min	Max
37	28.74	38.32	29.89	39.86	30.79	41.05
36	27.37	36.50	28.47	37.96	29.32	39.10
35	26.07	34.76	27.11	36.15	27.93	37.24
34	24.83	33.11	25.82	34.43	26.60	35.46
33	23.65	31.53	24.59	32.79	25.33	33.77
32 (Apprentice/Tool Crib)	20.00	26.67	20.80	27.73	21.42	28.57

## ARTICLE XXI

### PREMIUMS

A. Operator Self Verification (PV). In order to place accountability for product quality in the hands of the employees who perform the work, the Company agrees to provide necessary training for non-critical inspection work so employees can inspect, document, analyze, and produce defect-free products. The Operator Self Certification will help to actively develop and promote a true quality culture across Bombardier US Aerostructures. Employees who are certified and perform non-critical inspection work under this program shall receive a \$0.50 premium per hour above their current hourly base rate. The number of employees certified is at the sole discretion of the Company. Any critical inspection point and Quality books will continue to be performed by Inspectors. The Company has the authority to remove an individuals PV premium and PV stamp for the following reasons:

1. Use of non-calibrated equipment for Product/Process acceptance.
2. An acceptable quality level is not maintained on work they have stamped.
3. Misuse of stamps, including lending or borrowing of individually assigned stamps or passwords and login information for stamping.
4. Pre-stamping of an item on work instructions before work has been completed and verified by the stamp holder.
5. Stamping work performed by others without assuring the quality of the work performed.
6. Stamping an item without having read the work instructions.
7. Employee refuses to, or chooses not to, use their stamp for a period that exceeds thirty (30) calendar days.

B. Inspection. Employees who are classified as Quality Inspection or Non-Destructive Test Operations will receive a premium in the amount of \$1.00 per hour above their current hourly base rate. The Company has the sole discretion on stopping and starting the Inspection Premium pursuant to business needs.

C. BAAP OJT Trainers (Buddies). The parties have agreed to the following agreement regarding compensating direct hourly employees that are on-the-job trainers of the participants of the Bombardier Aviation Apprenticeship Program (BAAP). The trainers will receive premium pay of \$1.00 per hour on their base rate. The premium will be paid to the trainers during the duration of the time they are training a participant of BAAP. If the trainer is no longer training a participant of the program, they will no longer receive the premium.

Trainers will be selected from volunteers within the required units. All eligible employees within the required unit will be eligible to volunteer with a written request on a form provided

## PREMIUMS

by the company. Volunteers will be selected on an as needed basis based on skill and ability. Where skill and ability are equal, seniority will govern.

To be eligible to be a trainer, the employee must be:

1. An assembler senior or specialist
2. In good standing with the Company (Disciplinary, attendance, performance, etc.)

If an employee is selected to be a trainer, he will be subject to periodic reviews to assess his effectiveness as a trainer by both the company and the union. If, after any review, the trainer is deemed not effective, he will be removed as a trainer and no longer receive the premium pay of a trainer. The union reserves the right to challenge only the review through the grievance process. The Company has sole discretion on stopping and starting the trainer premium pursuant to business needs.

D. Lead. An employee selected and performing the functions of a lead within their job classification will receive a lead premium of \$2.50 per hour over their current base rate of pay.

E. Shift Differential. The Company will compensate employees assigned to second shift their base hourly rate of pay plus a five percent (5%) shift differential premium. The Company will compensate employees assigned to third shift their base hourly rate of pay plus a five percent (5%) shift differential. In addition, employees assigned to third shift whose regular shift comprises not more than six and one-half (6 ½) working hours, and who work a full six and one-half (6 ½) hours on that shift will receive eight (8) hours' pay. Employees assigned to the Friday-Sunday schedule (36 scheduled hours) will be paid a premium of four (4) additional hours of straight time pay.

**ARTICLE XXII**  
**COST OF LIVING PAYMENT**

A. The parties agree that there will be an annual cost-of-living lump sum to be paid to employees who are covered by this Agreement in the second pay period of December of 2024, 2025 and 2026. This cost-of-living payment will be a guaranteed One Thousand U.S. Dollars (\$1,000.00) (less all applicable taxes). Employees on probation will not be eligible for this payment.

**ARTICLE XXIII**  
**RATIFICATION BONUS**

A. Following ratification of this Agreement, employees covered by this Agreement, shall receive a One Thousand One Hundred U.S. Dollar (\$1,100.00) bonus (less all applicable withholdings).

The ratification checks will be processed no later than forty-five (45) days from the date of ratification or as soon as administratively possible.

**ARTICLE XXIV**  
**HEALTH AND WELFARE BENEFITS**

A. The Company will offer UAW-represented employees a health and welfare benefits plan providing for medical, prescription drug, dental, vision, short and long-term disability, life insurance, and other coverage as may be applicable, under the Company sponsored Welfare Plan (the Company Plan). Benefits under the Company Plan may be amended, changed or terminated at any time, so long as the amendments, changes or terminations also apply to the Company's non-represented employees at the Red Oak location who are eligible for benefits under the Company Plan. The specific provisions and procedures governing choice of carrier, administrator, eligibility, enrollment, benefit plan design, employee contributions, co-pays, limits, deductibles, or any other aspects of the Company Plan will apply equally to UAW-represented and non-represented employees at the Red Oak location. The Union waives its right to bargain collectively concerning any aspect of the health and welfare benefit plan during the term of this CBA.

B. Medical Leave of Absence. A medical leave of absence for a short and/or long-term disability may be granted to an employee when a serious health condition(s) prohibits the employee from performing the employees' assigned function(s). A request for a Medical Leave of Absence requires a certification from the health care provider responsible for the care of the condition for which the leave is granted. An employee returning from a medical leave of absence must report to Human Resources at the beginning of the shift on the release date where the employee shall present a full release to return to work from the health care provider. An employee who fails to report upon being released to return to work is considered to have voluntarily quit in accordance with Article X, Section C.4.

C. Worker's Compensation Insurance. The Company provides a comprehensive workers' compensation insurance program at no cost to the employee pursuant to applicable state laws. The administration of the workers' compensation program, including choice of carrier, administrator and all other matters associated with the administration of the workers' compensation shall be exclusively determined by the Company. The workers' compensation plan may be amended or changed, so long as the amendments or changes also apply to the Company's non-represented employees at the Red Oak location.

Any employee who experiences an injury/incident that may be compensable under workers' compensation is required to report said injury/incident to his immediate supervisor immediately, or no later than the end of his shift on the day on which the injury/incident occurred.

**ARTICLE XXV  
RETIREMENT PLANS**

A. Defined Benefit Pension Plans. Employees are not eligible for a Bombardier sponsored defined benefit pension plan.

B. Company Sponsored 401k Plan. Employees may participate in the Company-sponsored Bombardier 401(k) Savings Plan (the “Plan”) the first of the month following 30 days of employment. Participating employees are eligible for a Company match of 100% of every dollar contributed up to 6% of their base pay. Bombardier will also automatically add a company contribution of 2% to 4% of base salary based on the point scale below, regardless of their personal deferrals:

Age + Years of Service	Non-Elective Contributions
Less than 45 Points	2% of Base Salary
45 to 74 Points	3% of Base Salary
75+ Points	4% of Base Salary

Company matching contributions may be invested in the same investment options as employee 401(k) contributions.

Vesting/Ownership of Company Contributions – Being vested means that you own the value of any contributions made to your account. You are always 100% vested in your own contributions and any investment earnings. You become vested in Bombardier’s contributions based on your years of service, as shown below:

Years of Credited Service	0-2	2-3	3-4	4 or More
Company Contributions	0%	50%	75%	100%
Your Contributions	100%	100%	100%	100%

Any employee who transferred from Triumph to Bombardier on February 6, 2019, has their original hire date grandfathered in for vesting purposes.



**ARTICLE XXVI  
GENERAL PROVISIONS**

A. Tobacco Free Facilities. The use of tobacco products will be prohibited on Company property. This "Tobacco-Free" environment will prohibit smoking or tobacco use on the premises, including parking lots, walkways and Company and employee vehicles. Should the Company ever change its policy and designate smoking areas on the Company premises, the Company shall inform the Union and employees in advance.

B. Environmental, Safety and Health in the Work Place. The Union and the Company recognize the value of maintaining high standards of environmental, safety and health compliance. Both parties are committed to working together to create an environment, which promotes processes, business activities and behaviors that will lead to an incident/accident free work place. The Company will abide by and maintain a work place environment in accordance with federal, state, and local laws and regulations and will conduct all business operations and activities in a manner that is protective of human health and the environment. The Union may appoint one (1) representative to the Site Safety Council to attend regular monthly meetings in a cooperative partnership with the Company to identify and address ES&H issues, employee concerns and compliance program objectives.

C. Education Reimbursement Plan. Bargaining unit employees will have the opportunity to participate in the same tuition reimbursement program offered to non-represented employees at the Company's Red Oak site for the life of the instant agreement.

D. Security Provisions. Nothing contained in this Agreement will in any way limit the right of the Company to discharge any employee in order to comply with its obligations to the government under any security agreement, under any security provisions of its government contracts, or under any law, regulation or direction of the government. The Company will notify the Union prior to or immediately following such a discharge and, if permitted, will disclose to the Union the reason or basis for its action.

E. Absence for Union Business. Union members will be given permission to be absent from or to leave the plant on bona fide Union business upon request of the President of the local Union, providing that:

1. Twenty-four (24) hours' advance notice, unless mutually agreed otherwise, has been given to the Representative of Human Resources.
2. The total number for which permission is requested to be absent from the plant on any one (1) day will not exceed twenty-five (25) employees.
3. Such time spent by employees out of the plant will not be paid for by the Company.

## GENERAL PROVISIONS

F. Physical Restrictions. An employee returning from workers compensation medical leave or a medical leave of absence must provide a release from the employee's attending physician which provides a full release to duties or what restrictions, if any, the employee has.

1. If an employee is unable to perform the essential functions of his job classification due to temporary medical restrictions, the employee may be assigned to other tasks outside his job classification within the restrictions of the employee's functional capacity for up to ninety (90) calendar days in a calendar year.
2. The Company will make every effort to place an employee with temporary medical restrictions on his respective shift, provided there is work available within the employee's restrictions. Employees performing such temporary assignments due to medical restrictions are not eligible for overtime.
3. In the event a job is located that meets the employee's medical restrictions and the returning employee refuses to accept the job, the employee will be considered as voluntarily terminated his employment.
4. In the event a job cannot be found to accommodate the employee's restrictions, the employee will remain in medical leave status until he returns to work or eligible benefits are exhausted, whichever occurs first.
5. The Union will be provided a weekly list (by name, clock number, unit and shift) of employees assigned to temporary medical assignments. Any concerns of placement will be immediately addressed upon the request of the Chairman of the Plant Grievance Committee.

G. Assignment to Offsite Operations. Should the Company assign a bargaining unit employee to perform work at a facility geographically located at such distances from the Company's Red Oak, Texas facility that the distance requires an employee to obtain lodging other than at his established residence, the following apply:

1. Travel Time on Company Business

- a) An employee traveling on company business on a regular business (non-premium) day will receive a minimum of eight (8) hours straight time pay.
- b) In the event that travel time or a combination of travel time plus time worked exceeds 8 hours on a regular business (non-premium) day, the employee will receive premium pay in accordance with the provisions of Article IX, Section G.
- c) An employee traveling on a non-regular workday will be paid for travel time at the straight time rate unless they have achieved the 40 hour requirement at which time they would receive premium pay in accordance with the provisions of Article IX, Section G or H, as

applicable. Should an employee travel on a recognized holiday, the employee shall receive holiday pay in accordance with Article XVII.

- d) Travel time is defined as beginning three (3) hours prior to scheduled departure and concluding 30 minutes after landing to secure luggage and transportation.

- 2. Travel Expenses – Paid in accordance with non-represented employees at the Company's Red Oak location.
- 3. Employees assigned to offsite operations will be paid the maximum hourly rate of their labor grade or their current base hourly wage, whichever is greater, for the duration of the offsite assignment.
- 4. The Company will provide a list of those employees going offsite and those returning from offsite location to the Chairman of the Plant Grievance Committee.

H. Information Furnished to the Union.

- 1. On a monthly basis, the Company will provide the Chairman of the Plant Grievance Committee a Seniority report consisting of the following information: employee name, clock number, seniority calculation date, pay rate, job classification and labor grade, job classification entry date, shift, department and employee status.
- 2. On a weekly basis, the Company will provide the Chairman of the Plant Grievance Committee the following, including date of status change: a list of bargaining unit employees hired into or terminated from the bargaining unit; and a listing of bargaining unit employees placed in or removed from medical leave.

I. Contract Labor. Should the Company determine there is a need to support the workforce with the use of contract labor personnel, the Company will notify the Chairman of the Plant Grievance Committee in writing the rationale for the use of contract labor, including the type of work to be performed, estimated duration of the use of contract labor and the anticipated number of contract labor personnel to be utilized.

The Company will share the list of contract labor with the union on a quarterly basis and the parties will meet in order to discuss contract labor issues.

The Company may only utilize contract labor in job classifications where there are employees on layoff for a period not to exceed thirty (30) calendar days in a rolling twelve (12) month period, only with mutual agreement from the Chairman of the Plant Grievance Committee.

J. New Hire Orientation. The Company agrees to make available a fifteen (15) minute time segment at the end of its new hire orientation program for the Union to speak privately with hourly represented employees.

## GENERAL PROVISIONS

K. New Technology. Should the Company acquire new technology which may potentially affect bargaining unit positions, the Company will meet with the Chairman of the Plant Grievance Committee to discuss said potential impacts.

L. Safety Toe Shoe Program. If the Company desires for employees in certain job classifications to wear safety toe shoes, the Company will, on an annual basis, provide a minimum of One Hundred Twenty-five Dollars (\$125.00) for employees to purchase safety toe shoes. If an employee purchases a pair of safety toe shoes less than One Hundred Twenty-five Dollars (\$125.00), they will only be reimbursed the lower amount. If the Company decides that safety toe shoes are no longer required, the Company will no longer be required to provide the One Hundred Twenty-five Dollars (\$125.00) to employees.

**ARTICLE XXVII**  
**UNION MEMBERSHIP AND CHECKOFF OF DUES**

A. Union Membership. Any employee choosing to become a member of the Union shall fully execute the below Union Application for Membership. An employee electing to become a Union member shall remain a member of the Union until the employee withdraws his membership in writing as described in the below Union Application for Membership.

A-57-58 Rev. 5/2007



**APPLICATION FOR MEMBERSHIP**

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (UAW)  
DETROIT, MICHIGAN 48214

Date \_\_\_\_\_

Name \_\_\_\_\_ Local # \_\_\_\_\_ Unit # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Tel # \_\_\_\_\_ Dept \_\_\_\_\_ SSN/Ee # \_\_\_\_\_

I hereby designate, select and empower the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), its agents or representatives, to act for me as my exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and I hereby revoke every selection or designation which in any manner may heretofore have been made by me, or any other representative for any of such purposes.

I pledge my honor, while a UAW member, to faithfully observe the Constitution and laws of the Union and the Constitution of the United States (or the Dominion of Canada as the case may be); to comply with all the rules and regulations for the government thereof; not to divulge or make known any private proceedings of the Union; to faithfully perform all the duties assigned to me to the best of my ability and skill; to so conduct myself at all times as not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

## UNION MEMBERSHIP AND CHECKOFF OF DUES

B. Membership Dues Deduction. The Company agrees, during the life of this Agreement, to deduct Union membership dues and initiation fees levied by the International Union or the Local Union in accordance with the Constitution and By-Laws of the Union, from pay of each employee who executes, or has executed, and delivered to the Company the below authorization form.

AUTHORIZATION FOR CHECK-OFF OF DUES		
<b>TO THE</b>	<b>COMPANY</b>	<b>Date</b>
<p>I hereby assign to Local Union No. _____ International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you); such sum as the Financial Officer of said Local Union No. _____ may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.</p> <p>This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, unless state law provides a shorter period, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union, whichever occurs sooner, unless state law provides a shorter period.</p> <p>This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.</p> <p><b>CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.</b></p>		
Type or print name of Employee here _____		
Signature of Employee here _____		
Address of Employee _____		
City _____	State _____	Zip _____
Date of Signature _____	Employee Clock Number _____	Soc. Sec. # _____
Date of Delivery to Employer _____		A-57-58 Rev. 5/2007

C. Deduction Dates. The Company agrees to deduct from the first full week paycheck of each calendar month of each member of the Union, the regular monthly membership dues and initiation fees and to pay the amount so deducted. In the instance of a new employee, such deductions shall be made from the first effective pay of that employee following the completion of their probationary period.

D. Remittance Dates. All sums so deducted shall be remitted to the Secretary-Treasurer of the Union no later than one (1) week after such deductions are made.

E. Records. The Company will furnish the Secretary-Treasurer of the Union a monthly record of those from whom deductions have been made, together with the amount of such deductions. Such lists shall also include clock numbers and will show employees laid off and recalled during the month, as well as those going on leaves of absence and those returning from leave of absence.

F. Waiver. The Union shall indemnify and save the Company harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the Company in making payroll deductions of Union membership dues or fees as herein provided.

G. UAW V- CAP. The Company agrees, during the life of this Agreement, to deduct from the pay of each bargaining unit employee voluntary contributions to UAW-VCAP, providing the employee executes the appropriate authorization. The Company will not be obligated to

accept employee authorizations executed prior to the employee's date of hire or transfer to the Company's Red Oak location.

The Company further agrees to furnish UAW V-CAP and the UAW Local 848 Financial Secretary a list with the names of those contributors from whom deductions have been made and the amounts deducted for each contributor with each remittance.

The Union shall indemnify and save the Company harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the Company in making payroll deductions for UAW V-CAP as herein provided.

**ARTICLE XXVIII**  
**SUBSTANCE ABUSE TESTING**

The employment of individuals who engage in activities that jeopardize the safety of the work environment constitutes a serious risk to Company personnel, property, products and operations and is incompatible with the safe working environment established by the Company. It is the policy of the Company to employ only individuals who do not use illegal drugs or other controlled substances in any amount or frequency, unless properly prescribed for them by their physician. The term "illegal drugs" means controlled substances included in Schedules I through V as defined by Section 202 of the Controlled Substances Act (21 U.S.C. 812), the possession of which are unlawful, and include amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, methadone, methaqualone, opiates, phencyclidine and propoxyphene.

The parties to this Agreement wish to cooperate in promoting a safe environment and agree that their mutual interests will be best served in adopting this program to achieve the goal of a drug-free workplace and workforce. Therefore, all UAW-represented employees, rehires/recalls and reinstatements are required to submit to random drug testing and related procedures. All laid-off employees with recall rights who have been absent from the payroll for at least thirty (30) calendar days and who are recalled are required to take a drug test. A laid-off employee who tests positive within a two (2) year period from the date of a previous positive test will be denied recall and lose all seniority. A laid off employee who tests positive beyond the two (2) year period of a previous positive test or an employee who tests positive who was not on accelerated drug screening at the time of layoff will be denied recall and bypassed for a forty-five (45) calendar day period beginning on the date the positive test results are communicated. Upon the expiration of the forty-five (45) day period, the individual shall again submit to a drug test. If the individual again tests positive, the employee will be denied recall and lose all seniority. If the individual tests negative, the employee will be returned to work but subjected to regular random drug tests as well as an accelerated schedule of unscheduled and unannounced tests for two (2) years following the return to work.

All UAW-represented employees will be tested for cause based upon a reasonable suspicion to believe that such persons are under the influence of illegal drugs, alcohol or prescription drugs that may cause impairment. "Reasonable suspicion" as used in this Policy means generally the existence of a reasonable belief that the employee is using a prohibited drug on the basis of specific, contemporaneous, physical, behavioral or performance indicators of probable drug or alcohol abuse. Additionally, a UAW-represented employee may be tested for illegal drugs, alcohol or prescription drugs should the employee be involved in an on-the-job accident involving property damage or personal injury, or potentially dangerous near-miss accidents.

**A. General Procedures.**

- 1) Urinalysis drug screen tests consist of an initial Enzyme Multiplied Immunoassay Technique (EMIT) screen, confirmed by Gas Chromatography/Mass Spectrometry (GC/MS). Such testing will be conducted by a U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration



(SAMHSA) (formerly NIDA) certified laboratory. The screening parameters and cut-off levels for both test categories are published by SAMHSA.

- 2) Individuals to be tested will complete and sign an Authorization and Release Form, listing prescribed and over-the-counter medications taken within the last thirty (30) days. Failure to sign an Authorization and Release Form or to provide a sample in accordance with the procedures set forth herein will be considered failure to successfully complete the substance abuse test and will be reason for disciplinary action up to and including discharge.
- 3) The collection of individual urine samples and the testing of same will be supervised by Company-designated certified administrator and/or facility in a manner consistent with the following standards:
  - (a) Urine samples will be collected from individuals in such a manner as to ensure the integrity of the testing process. In the event an employee cannot provide a urine sample within three (3) hours or due to documented medical reason(s), said employee will be required to submit to a mouth swab test.
  - (b) Special containers will be provided for specimen collection.
  - (c) The medical services provider as designated by the Company will immediately review all situations where there is reasonable suspicion that an individual has submitted a suspicious or potentially adulterated sample. When the medical services provider determines an original sample to be suspicious, that sample shall immediately be set aside as unsuitable for testing, and the individual must submit another sample before leaving the collection site. Samples may be considered suspicious or potentially substituted or adulterated if the urine temperature registers below 90° or above 100° within four minutes and/or the sample imparts a suspicious odor or abnormal appearance.
  - (d) Container will be sealed with tamper-evident tape in the presence of the individual tested.
  - (e) Specimens will be labeled and checked to ensure that the name on the label matches the name on the Authorization & Release Form and the Chain of Custody Requisition Form. The employee will initial the label.
  - (f) The lab will relay test results to the medical services provider, who will notify the Company of a positive result, and, in turn discuss with the employee.
- 4) Test results will be handled as "Company Private" information and are not to be communicated outside the Company, except as required by contract or law. Currently, these requirements are clearance reporting requirements and court

orders. Test results will not be used for any other purpose other than those set forth herein.

- 5) An employee with a confirmed positive test result may request, within thirty (30) days of being notified of test results, a re-confirmation test on the same biological specimen. A sample of the original specimen, retained by the original laboratory, will be tested by a different SAMSHA certified testing facility, via chain of custody transport, at the employee's expense.
- 6) If there is a reasonable suspicion of a faulty specimen or if the laboratory report shows evidence of an "abnormality" in the specimen, the Company may request a retest.
- 7) The following actions are considered major disciplinary offenses and are equivalent to a positive test result for purposes of determining subsequent disciplinary actions and processing subsequent administrative procedures:
  - Refusal to submit to a drug test
  - Refusal to cooperate with the testing procedures
  - Laboratory documentation of substitution or adulteration of a test sample
  - Failure to report for testing within one (1) hour of the scheduled testing time.

#### B. Positive Test Results

- 1) An employee whose initial test results indicate a positive result will be immediately suspended without pay until the Company receives final confirmation as to the test results. Should the test result confirm positive, the employee shall be subject to further disciplinary and administrative processes. Should the test result confirm negative, the employee will be immediately returned to work and receive pay for any straight time hours lost as a result of the suspension.
- 2) Employees who have a confirmed positive test result will review said result with the Medical Review Officer. If the Medical Review Officer is convinced the positive test results are the result of a one (1) time usage of a valid prescription issued to a member of the employee's immediate family, the test results will be deferred and the employee will be subject to accelerated testing for the next ninety (90) calendar days. Should the employees test positive again with said ninety (90) day period, they shall be deemed to have tested positive and be subject the provisions set forth herein.
- 3) Employees who test positive will be placed on unpaid suspension for seven (7) calendar days. Upon return from the seven (7) day unpaid suspension for a first positive, the employee will be subjected to random mouth swab testing for the first sixty (60) calendar days. If, at any time, during said period an employee tests positive, the employee shall be discharged. After the sixty (60) day period, the employee will be subjected to regular random drug tests as well as an accelerated


schedule of unscheduled and unannounced tests, for two (2) years following his or her return to work. For the purpose of calculating two (2) calendar years, any period of time spent on layoff or on vacation will count towards the satisfaction of the two (2) year testing period. Notwithstanding the foregoing, an employee will not be considered to be "subject to testing" during any period of time on layoff in excess of thirty (30) consecutive days. The two (2) year period does not constitute an employment contract or other guarantee of employment during such period. An employee who tests positive again within the two (2) year accelerated testing period will be discharged.


## ARTICLE XXVI - DURATION

The contract shall be effective upon ratification **March 24, 2024**, and continue in effect until **12:01 am on March 28, 2027**. Thereafter, it shall renew itself for yearly periods unless written notice is given by either party to the other not less than sixty (60) days, but not more than ninety (90) days prior to the expiration date or any extension thereof, that it is desired to terminate or amend the Agreement.

For the Company


  
John Belton  
Director, Human Resources


  
Yvonne Turner  
Manager, Human Resources


  
Joseph Murray  
Leader, Operations


  
Eileen Rowe  
Continuous Improvement Specialist

For the Union

  
Anthony Esparza President  
President  
UAW Local 848

  
David Barker  
International Rep., UAW

  
Tommy Bulin  
Chairman  
UAW Local 848

  
Richard Guerra  
Committeeman  
UAW Local 848

  
Cody Mummert  
Committeeman  
UAW Local 848

## MEMORANDUM OF UNDERSTANDING JOB CLASSIFICATION

The Company and the Union agree to review the below job classifications within two (2) weeks after ratification of the Agreement and any corrections, changes and modifications will be made as necessary. There will be a jobs committee formed consisting of three (3) members from the Union and three (3) members from the Company. The Company and Union must agree on any corrections, changes or modifications.

Job Classification	Proposed Grades
Assemblers	36
	35
	34
	33
Apprentices	32
Painters	36
	35
	34
Machine Operators	36
	35
	34
	33
Quality Inspectors	37
	36
	35
NDI Test Operations	34
	35
	36
	37

## **MEMORANDUM OF UNDERSTANDING SECURITY PLAN**

Following a significant security breach at the Red Oak facility it became evident that the Company must increase its security measures to always ensure the protection of its employees (ensure the safety & security of each employee outside and inside the facility perimeters), protection of its product (ensure the product is safe), and protection of the Company (ensure vandalism and theft is eliminated). It is understood between the parties that cameras will not be utilized or referenced for the purpose of discipline unless it is pertaining directly to vandalism or theft of product or property.

The following 5-point implementation plan was developed:

1. Security assessment of the entire facility by a security expert.
2. Increase the height of fencing at turnstiles(s).
3. Install badged gates at parking lot entrances.
4. Increase and improve surveillance of parking lots and outside of facility.
5. Increase and improve surveillance of the interior building.

Items 1-4 above have been completed and the Company and the Union agree that to increase and improve surveillance of the interior of the building, an additional twelve (12) cameras will be installed to provide complete coverage of the factory. Access to any images recorded on the cameras is restricted to Security personnel.

Global Security Managers will ensure all security personnel, including those trained by the Global Security Department, who are authorized to access the CCTV systems, will follow the below access restrictions:

- Recorded images are restricted, and access to the recorded images shall only be approved by the Director of Global Security or the Global Security Manager.
- A report must be filed first to request review of camera images.
- All access to images must be recorded.
- Unauthorized access to camera images must immediately be reported to the Global Security Manager, as this constitutes a data breach.

Disclosure of CCTV Footage:

- A written request must be submitted to the Global Security Manager to obtain recorded camera images.

Recording Disclosure of CCTV Footage:

- Date of recordings.
- Name of requesting party.
- Name and title of the person authorizing the transfer.
- Brief description of the content of the recordings.
- Reason for the request and reason for granting it.
- Whether the camera images were transferred, shown, or verbal information was given.



