

# Ventra Sandusky

## Collective Bargaining Agreement

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## IMPORTANT SUGGESTIONS

1. Read the agreement carefully, as it is your responsibility to learn their contents. If you have questions, contact your committeeperson.
2. Learn the difference between a gripe and a legitimate complaint and/or grievance. A grievance relates directly to the collective bargaining agreement.
3. Discuss any complaints you may have with your supervisor and committeeperson immediately.
4. Keep informed. Read the bulletin boards daily and know the plant rules.
5. Your supervisor has an obligation to call your committeeperson if you so request.
6. Do not sign any papers without first reading them thoroughly. Be sure of what you are signing. If you have questions, ask your supervisor to call a committeeperson.
7. Very important – keep the Union and the Company informed of your correct address and telephone number. This is your responsibility. It could affect the status of your employment.
8. Employee Call-In number – **1-888-674-3652 from 8:00 am - 7:00 pm ET Monday - Friday for Morningstar Customer Care. Morningstar fully automated absence reporting system 855-321- 3215. It is encouraged to maintain your own records when reported absences.** Be sure to get a confirmation number. This applies even if you are on medical leave.
9. Attend **and participate** the regular business meetings of your local Union (2nd Sunday of each month).
10. Vote in all Union elections. You have an obligation to let the leadership know your position.
11. **Plant Medical - Phone number - 419-627-3412 Fax number - 419-627-3774.**
12. **Plant Security - Emergency number - 419-627-3500 Security Main Guard Shack 419-627-3888.**

**13. Plant Automated Service number - 410-627-3600.**

**14. In an event of a pay roll error employees must notify their supervisor of said error immediately. It is the supervisor's responsibility to file the appropriate pay roll adjustment documentation with Human Resources.**

Fraternally yours,

Brett Whyde, Chairman  
UAW Local 1216

## **AGREEMENT PROPOSAL**

**(Date)**

This Agreement is made and entered on the 1st day of September 2020 by and between Ventra Sandusky, LLC located at 3020 Tiffin Ave, Sandusky, OH 44870 and the employees presently located at the Bellevue facility at 111 Hirt Drive, Bellevue, Ohio 44811, referred to herein as the "Company," and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local 1216, both referred to herein as the "Union." Both the Company and the Union shall faithfully perform this Agreement.

### **Interpretation of Agreement**

It is the intent of the parties that this Agreement be consistent with all applicable statutes, rules and regulations, both State and Federal. To the extent this Agreement is inconsistent with the terms of any applicable statute, rule or regulation; the terms of the statute, rule or regulation shall govern. In such an instance, the remaining portions of the Agreement shall remain in effect, and shall be interpreted as nearly consistent with their terms as is possible without conflicting with the statute, rule or regulation.

Wherever the word "employee" is used in this Agreement, it designates and refers only to such employees as are covered by this Agreement.

## **ARTICLE 1**

### **Recognition**

#### **Section 1**

##### **Recognition**

The Company agrees to recognize the Union as the exclusive bargaining agent for its employees (as described in Section 2 hereof) at 3020 Tiffin Avenue, Sandusky, Ohio 44870 and the employees presently located at the Bellevue facility at 111 Hirt Drive, Bellevue, Ohio 44811 with respect to the rates of pay, wages, hours of employment, or other conditions of employment.

#### **Section 2**

##### **Employees Included**

The term "employees" whenever used in this Agreement and for the purpose of this Agreement, shall include all production, maintenance employees and miscellaneous inspectors, but shall not include direct representatives of Management such as executives and superintendents, clerical employees, engineers, timekeepers, plant guards, and other management and supervisory employees, as defined in the Labor Management Relations Act, 1947, as amended.

## **ARTICLE 2**

### **Union Security, Dues and Check-Off**

#### **Section 1**

##### **Union Security**

Any member who is a member of the Union in good standing, as defined in the UAW Constitution, on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union.

#### **Section 2**

##### **Membership**

Any member who is not a member of the Union in good standing on the effective date of this Agreement shall, after the thirtieth (30th) day following ratification of this Agreement, or after the thirtieth (30th) day following employment, or after the thirtieth (30th) day following entry into the bargaining unit, whichever is later, as a condition of employment, become a member and maintain his/her membership in the Union.

#### **Section 3**

##### **Dues and Fees**

The Union shall accept into membership each member covered by this Agreement who pays the Union the dues and initiation fees uniformly required as a condition of acquiring or retaining Union membership.

#### **Section 4**

##### **Dues Check-Off**

During the life of this Agreement, the Company agrees to deduct Union membership dues levied by the International Union or Local Union in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed the "Authorization for Check-off of Dues" form marked Exhibit "A" and attached hereto.

Check-off deductions, under all properly executed "Authorization for Check-off of Dues" forms which have been delivered to the Company on or before the effective date of this Agreement shall continue for the duration of this Agreement.

#### **Section 5**

##### **Authorization Form**

A properly executed copy of such "Authorization for Check-off of Dues" form for each employee for whom Union membership

dues are to be deducted hereunder shall be delivered to the Company before any payroll deductions are made. Deductions shall be made thereafter only under "Authorization for Check-off of Dues" forms which have been properly executed and are in effect. Any "Authorization for Check-off of Dues" which is incomplete or in error will be returned to the Union by the Company.

Thereafter the Union shall deliver to the Company any executed "Authorization for Check-off of Dues" forms under which Union membership dues are to be deducted beginning with the following month. In the event that membership dues other than those for the calendar month in which the deduction is made and initiation fees have become due and owing by an employee subsequent to the form, but prior to the first deduction by the Company there under, such membership dues and initiation fees will be deducted by the Company at the time it makes the first deduction for membership dues. The Union will notify the Company in writing, when it makes delivery of "Authorization for Check-off of Dues" forms of the amount owing by employees who executed these forms.

In the case of employees rehired, or returning to work after layoff or leave of absence, who have previously properly executed "Authorization for Check-off of Dues" forms, deduction will be made for membership dues as provided herein.

In cases where a deduction is made which duplicated a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.

Dues deduction shall be remitted to the designated financial officer of the Local Union once each month within one (1) calendar week after such deductions are made. Any deductions made from subsequent payrolls in that month shall be included with the remittance for the following month. The Company shall furnish the designated financial officer of the Union, monthly, with a list of those for whom deductions have been made and amounts of such deductions.

Any employee during the probationary period (90 days) whose employment is terminated or any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quitting, discharge, layoff, sick leave of absence, or any employee on medical leave of



absence shall cease to be subject to check-off deductions beginning the month immediately following the month in which such termination or transfer occurred, or seniority was broken, or the employee last worked prior to being placed on medical leave of absence. The Company will notify the Union following the end of each month of the names of such members and will designate the reason such member ceased to be subject to the check-off.

Any dispute, which may arise as to whether or not an employee properly executed or properly revoked an "Authorization for Check-off of Dues" form, shall be reviewed with the employee by a representative of the Union and a representative of the Company.

The Company shall not be liable to the International Union or the Local by reason of the requirement of this Article of the Agreement for the remittance or payment of any sum other than those constituting actual deductions made from employees' wages earned.

The deduction for monthly dues will be made from the first (1st) payday for the calendar month. If the deduction is not made at the time described above, the deduction shall be made from the next pay.

If an employee receives a back pay settlement or award for any calendar month when no dues have been deducted, a deduction for each month shall be made from the settlement or award.

The Union shall indemnify and hold the Company harmless against all claims or liabilities that may arise out of actions taken by the Company in complying with any of the provisions of this Section.

## **Section 6**

### **Voluntary Check-Off Deductions (V-CAP)**

The Union will provide the Company with a monthly file of active and retired UAW-represented employees electing V-CAP deductions from their paycheck. The Company will forward the amount deducted and a corresponding data file to the Union.

## **Exhibit A**

### **ASSIGNMENT AND AUTHORIZATION FOR CHECK-OFF OF MEMBERSHIP DUES**

#### **INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)**

To my employer:

I hereby assign to that Local Union of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), designated by the International Union to the Company, in writing, as having jurisdiction over the Unit where I am employed, from any wages earned or to be earned by me as your employee, such amount as may be in effect, from time to time, during the effective period of this assignment and authorization, and due from me to the Union as my monthly membership dues in said Union, and (if owing by me) any initiation fee.

This assignment and authorization may be revoked by me only at the times and in the manner hereinafter provided. I may revoke this assignment as of any anniversary date hereof by written notice, signed by me, of such revocation received by the Company by registered mail, return receipt requested, not more than twenty (20) days and not less than ten (10) days before any such anniversary date. I may also revoke this assignment by written notice, signed by me, of such revocation received by the Company by registered mail, return receipt requested, at any time when there is not in justify effect between the Company and the Union an agreement that the Company will check off membership dues in behalf of the Union.

Print Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

## **ARTICLE 3**

### **Management Rights**

#### **Section 1**

##### **Management Rights**

The Company retains the sole right to manage its business including, but not limited to, the right to determine the labor requirements to hire, direct, assign, recall, transfer and promote, to make and revise shift schedules, determine starting and quitting times and hours of work, to determine the number and classification of employees to be utilized, to determine job requirements and job content, determine the skills, abilities and qualifications of employees, to reprimand, demote, suspend and discharge only for just cause, maintain efficiency of operations and to make and enforce reasonable shop rules not inconsistent with the provisions of this Agreement.

Further, the control of its properties and the maintenance of order on its premises are retained by and is solely the responsibility of the Company. The parties agree that the Company reserves to itself exclusively and solely all the rights pertaining to plans and decisions on all matters involving the regulation and the quality of work, the work to be performed, the products to be manufactured and services rendered, the extent of operations, the schedule, the methods, means and processes of work, the work to be contracted in or out, or purchased on a permanent or temporary basis, the selection, procurement, and control of raw materials, semi-manufactured or finished parts which may be incorporated into products manufactured, the selection, procurement, installation, tryout and control of all machinery, tools and equipment, the revision of existing methods, facilities, technologies, and introduction of new or improved methods and facilities.

The above rights of Management are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to Management, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

## **ARTICLE 4**

### **Bargaining Unit Work**

#### **Section 1**

##### **Included/Excluded Work**

It is not the intent of the Company to utilize salaried employees or other non-bargaining unit employees to perform bargaining unit work.

Supervisory employees or other non-bargaining unit employees shall not be permitted to perform work on any hourly rated job except in the following types of situations:

- a. In emergencies
- b. In the instruction or training of employees
- c. In the performance of necessary work not to be used for the purpose of displacing bargaining unit work.

#### **Section 2**

##### **Subcontracting**

It is recognized that in order for the Company to maintain its ability to respond to the market, meet Flex-N-Gate business requirements, changing customer demands, design changes, maintain optimal product mix and to remain cost competitive, the Company may find it necessary to subcontract work.

The parties recognize it is preferable to have bargaining unit employees perform production and certain maintenance work at the plant where the work in question is an integral part of the plant's manufacturing processes and can be efficiently performed by Company employees. Certain work, however, may not be integral to the manufacturing process and may be obtained from outside vendors. In considering subcontracting, the Company will consider the scope of the work, time frame in which to perform such work, skill requirements and efficient utilization of existing employees, the duration of the project, necessary equipment and overall cost. Subject to the provisions of this Article, the Company has the right to subcontract with outside vendors, and will consider Union Contractors, to perform such tasks. The Company agrees that it will not subcontract bargaining unit work, except in unforeseen and emergency situations, without first discussing the matter with the Union. In such discussions, the Company will give the Union an opportunity to propose viable alternatives to the planned subcontracting, provided that such discussions will not result in a delay in implementing the Company's subcontracting plans.

**The Company agrees to meet with the Union at least ten (10) business days prior to sourcing work to other plants owned by FlexNGate or other suppliers, being performed in the Sandusky/Bellevue Plant(s).**

### **Section 3**

#### **Violations of this Article**

If the Union believes that the Company is violating this Article, the Company and the Union will immediately meet and discuss the situation in good faith in an effort to find a satisfactory solution prior to utilizing the Grievance Procedure of this Agreement.

## **ARTICLE 5**

### **Anti-Discrimination**

#### **Section 1**

##### **Anti-Discrimination Statement**

The Company and the Union both agree in the administration of this Agreement to comply with applicable laws prohibiting discrimination because of race, creed, color, national origin, sexual orientation, political affiliations, union activities, age, gender, marital status or handicaps, in the hiring of employees or their application of the Agreement in training, upgrading, transfers, layoff, disciplines, discharges or otherwise. Neither party shall permit employees, visitors, contractors or sub-contractors to engage in unlawful discriminatory, harassing or retaliatory practices, whether involving co-workers, management, customers or visitors.

#### **Section 2**

##### **Sexual or Other Illegal Harassment and Discrimination**

It is agreed that both parties understand the importance of a workplace environment free of sexual and/or other illegal harassment, and that any claims of sexual and/or other illegal harassment may be subject to the grievance procedure.

All complaints of sexual and/or other illegal harassment or discrimination will be promptly and thoroughly investigated. If harassment and/or discrimination is found to have occurred, appropriate action will be promptly taken. Every effort will be made during the investigatory process to avoid unnecessary disclosure of confidential or sensitive information, to the extent possible, while ensuring that each complaint is carefully and completely investigated. No employee will be retaliated against for making a good-faith complaint of sexual and/or other illegal harassment or discrimination, or by cooperating in an investigation by providing truthful information.

## ARTICLE 6

### Grievance Procedure

#### Section 1

##### Dispute Resolution

Both parties encourage the use of the grievance procedure as the exclusive contractual method for the resolution of all disputes arising out of the terms and/or conditions of this Agreement or the interpretation, application or misapplication of this Agreement.

It is the intent of the parties to resolve grievances or potential grievances informally whenever possible, and there shall be an earnest effort on the part of all parties to settle grievances promptly in accordance with the procedure outlined herein.

#### Section 2

##### Immediate Submission to Third Stage

The Union may advance grievances involving suspensions and terminations immediately to the third stage of this procedure, **within 5 days of the suspension or termination being issued.** The time limits at any stage of the grievance procedure mentioned below may be extended through written mutual agreement of the parties.

#### Section 3

##### First Stage: Oral Discussion

Bargaining unit employees believing there is a dispute arising out of the terms and/or conditions of this Agreement or the interpretation, application or misapplication of this Agreement shall first discuss the matter with his/her immediate supervisor, or if they prefer, their Union Representative may discuss the issue with the employee's immediate supervisor or appropriate management representative. Every effort should be made to resolve the dispute at this level. **The Company must reply to the first stage grievance in writing within (5) workdays.**

Disputes resolved at the first stage shall not set a precedent or establish a binding practice on either party.

#### Section 4

##### Timeliness of First Stage Grievance

Any complaint not raised by the aggrieved employee within five (5) workdays of the occurrence giving rise to the complaint, or within five (5) workdays after the issue should have been known to the employee under normal circumstances, shall be

considered untimely and deemed invalid unless an extension has been agreed upon by the parties.

## **Section 5**

### **Appeal to Second Stage**

If the issue is not resolved at the first stage, it may be appealed as a formal written grievance. The grievance shall state the paragraph of the Agreement alleged to have been violated, the contention of the employee and Union in respect thereto, the date of the occurrence and date advanced to the second stage, state the remedy requested and be signed by the employee and the Union Representative. An appeal to the second stage shall be made within five (5) workdays of the Company's response in stage one.

A second stage meeting shall be held with the respective Department Manager, Human Resources Supervisor or appropriate Management Representative, and appropriate Union Representatives within five (5) workdays. Both parties will share pertinent facts and information at this meeting.

The Company will provide a written disposition of this meeting, signed and dated by the parties within five (5) workdays.

## **Section 6**

### **Appeal to Third Stage: Joint Grievance Board**

If a satisfactory settlement cannot be reached in the preceding stages of this procedure, the Union will have five (5) workdays to advance the grievance to the third stage (Joint Grievance Board).

A Joint Grievance Board meeting will be scheduled within ten (10) workdays, unless the parties agree to a longer interval in writing.

The Joint Grievance Board will consist of the Union's Bargaining Unit Chairperson, Bargaining Committee Representatives, Representatives of the Local and/or International Union, the total of which shall not exceed five (5), and not more than five (5) representatives from the Company. All relevant and pertinent evidence, information, facts, and sources shall be exchanged by both parties at this meeting.

After the grievance has been discussed at the Joint Grievance Board session, the Company shall furnish a copy of its decision in writing within five (5) workdays after the close of the session. A copy of the Company's decision will be provided to the



Bargaining Chairperson and mailed electronically to the UAW International Representative at Region 2B.

## **Section 7**

### **Right to Resolve Third Stage Grievances**

The Union's Bargaining Unit Chairperson or International Representative at Region 2B shall have the power to withdraw or resolve a third stage grievance on behalf of the Union, and the designated Company Representatives shall have the power to adjust or resolve a third stage grievance on behalf of the Company.

## **Section 8**

### **Fourth Stage: Arbitration**

Every effort should be made to resolve the complaint internally; however, if the complaint is not resolved at the third stage, it may be appealed to an arbitrator by the International Union or Company for final and binding resolution.

**The complaint shall be heard by an arbitrator to be selected under the rules of the American Arbitration Association or Federal Mediation and Conciliation Service.** The Company and the **arbitrator** must be notified in writing of the intent to appeal to arbitration within thirty (30) calendar days of the Company's written response to the third stage meeting.

All fees and expenses of arbitration, including arbitration's fees, transcripts, etc., shall be shared equally by the Company and the Union. The arbitrator selected shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of the Agreement to the facts of the particular grievance involved. The arbitrator shall have no power to add to, subtract from, or modify this Agreement or any supplement to it. He shall have no power to establish or change any wage or rate of pay. There shall be no appeal from an arbitrator's decision unless the arbitrator exceeds his/her authority as stated in this agreement. It shall be final and binding on the Union, its members, the employee or employees involved, and the Company.

## **Section 9**

### **Right to Remand Grievances**

By mutual agreement of the parties prior to the arbitration hearing, either party may refer a problem or complaint back to the preceding stages of the procedure for purpose of amendments, further investigation or inclusion of new evidence not set forth in the prior written record.

## **Section 10**

### **Retroactive Adjustment**

No decision reached in any case shall create a basis of retroactive adjustment in any other case unless such case has been designated as a representative case by mutual written agreement by the parties. Multiple grievances may be presented at an arbitration hearing solely by mutual agreement of the parties.

## **Section 11**

### **Back Wages Limitation**

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his/her regular rate, less any unemployment or other company-related compensation that he/she may have received from any source during the period of back pay.

No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

## **Section 12**

### **Health and Safety Grievances**

Any grievance involving the health and safety of employees shall be given priority attention without regard to time limits. If a dispute remains as to whether a job is safe, it may proceed immediately to the third stage of the grievance procedure. Whenever an employee raises a complaint regarding health or safety, he/she may insist that the Union's Chairperson of the Safety Committee be called.

## **Section 13**

### **Reinstitution of Grievances**

In instances where the UAW's International Executive Board, Public Review Board or Constitutional Convention Appeals Committee have reviewed a grievance disposition and found that such disposition was improperly concluded by the Union body or representative involved, the International Union may so inform the plant Human Resources Manager and request in writing that such grievance be reinstituted in the parties' grievance procedure at the same level at which it was originally settled. After receipt of such written request, the grievance will be so reinstituted by the Company.

It is understood by the parties, however, that the Company will not be liable for any back pay claims from the time of original

disposition to the time of reinstitution of the grievance, and it is further agreed that the reinstitution of any such grievance shall be conditioned upon agreement by the Union and the employee(s) that neither will pursue such back pay claim against the Company.

This agreement to reinstitute grievances is not to be construed as modifying in any other way either party's rights or obligations pursuant to the Collective Bargaining Agreement or the final and binding nature of any other grievance resolutions. It is also understood by the parties that this agreement and the Company's obligation to reinstitute grievances consistent with the conditions set forth above can be terminated by either party upon thirty (30) days advance notice in writing to that effect.

## **ARTICLE 7**

### **Seniority**

#### **Section 1**

##### **Length of Service**

Length of service, for the purpose of this Agreement, shall be defined to mean the length of an employee's service with the Company from his/her last permanent hiring date. Length of service for employees hired on the same date shall be determined by the first letter of the last name of the employee with the letter A having higher seniority than the letter B. If employees have last names beginning with the same letter, then the next letter in the last name is to be used, and so forth through all letters in both the last name and first name until a tie is broken. If the last name and first name are identical, then the employee with the highest last four of his/her social security number will be considered to have the greater seniority.

#### **Section 2**

##### **Probationary Period**

Employees hired or re-hired are subject to a probationary period of ninety (90) calendar days of continuous employment, during which time the Company shall have the sole right to discharge, discipline, transfer, demote, or layoff said employees for any reason, without regard to the provisions of this Agreement. However, any claim by an employee that his/her discharge after thirty (30) days of employment is not for cause may be discussed with management. There shall be no seniority between probationary employees. Periods during which the employee was laid off or on leave of absence for any reason shall not be considered as periods of employment.

**Probationary employees in relation to OT opportunities shall follow Article 8.**

When an employee finishes the probationary period, he/she shall be entered on the service list of the unit and his/her length of service shall date from his/her last permanent date of hire. Probationary employees having completed their probation period shall be entitled to holiday pay, provided they meet the working requirements of holiday pay. The benefits of life insurance and hospitalization insurance will not apply until the beginning of the first day of the month following their acquiring seniority.

## Section 3

### Loss of Seniority

Employee seniority will be broken and lost for the following reasons:

- a. Voluntary quits.
- b. Employee is discharged for just cause and not reinstated.
- c. Employee is laid off or on a medical leave of absence for a period of two years or a period equal to his/her seniority, whichever is less, except for medical situations involving a catastrophic event of illness or injury which may be extended at the discretion of management and on a case-by-case basis.
- d. Absent three (3) consecutive workdays without reporting or calling in.
- e. Failure to return when recalled from indefinite layoff within five (5) consecutive workdays from the date of notice.
- f. Employee retires.
- g. Failure to return to work within three (3) consecutive workdays following an expired leave of absence, **medical/disability leave**, unless written permission is granted by the Company for an extension of leave.
- h. Falsification of employment application, but no longer than one (1) year from the employee's original date of hire or re-hire.
- i. Falsification of information in applying for a Leave of Absence or working while on a Leave of Absence unless the Company has granted approval for working beforehand.

## Section 4

### Time Limits to Return to Work from Layoff or Leaves of Absence

Time limits for employees returning to work from layoff or leave of absence will begin on the date that the attempt is made to deliver a registered letter, defined as the date that the first attempt at delivery is made as shown on the return notice from the post office for the employee being recalled. The Union will be provided a copy of the notice on the date it is mailed to the employee.

## Section 5

### Shift Assignment

- a. Temporary Assignment  
The Union recognizes the necessity of and agrees to the distribution of necessary experienced help through various shifts, irrespective of seniority. Employees may be selected by the Company to work temporarily on other shifts, but shall be returned to their regular shift at the

end of the temporary period. Unless extended by agreement of the Company and Shop Committee, "temporarily," as used in this Section, means a period of not more than 30 calendar days.

b. Permanent Assignment

In filling a vacancy within a classification, where the operation of the shift permits, the Company will give preference to the qualified employee with the greatest seniority in the same classification on another shift who volunteers. If the operation of the shift does not permit this, or if no one volunteers, then the lowest seniority qualified employee in the classification shall be assigned to the opposite shift. Shift transfers under this paragraph are not the exercise of shift preference under paragraph (c), below. The Company will not use the above to circumvent the job posting procedure.

c. Shift Preference

Shift preference shall be administered by seniority, classification, and department. Effective the first Monday in January, May, and September, and continuing for two (2) consecutive weeks in each month, employees shall be given the opportunity to apply for a change of shifts. **These will be performed jointly by a member(s) of the Union and Human Resources.** All employees should obtain the appropriate form from his/her supervisor, complete it, and return it to the supervisor within the above-identified two-week period. The employee should put the order of the preferred shifts in the event the first choice is not available. Shift bumps will become effective the first Monday of February, June, and October. Shift preferences shall be frozen for the two weeks preceding the first Monday of February, June, and October. Employees who are absent due to vacation, temporary layoff, or approved leaves of absence, during the two-week period in which shift preferences are made, shall have one (1) week following their return to work to notify their supervisor of their desire to exercise shift preference by completing and submitting the shift preference form.

Cancellations to previously submitted shift preference forms will be accepted by the supervisor until the end of the employee's shift on the **Sunday eight (8) days preceding** the Monday in which the shift bump is to take effect.

d. Bump or be bumped, an employee promoted or

transferred to a different classification or department and/or employee within a classification and department of which a transfer has been performed shall have the right to exercise his/her seniority for shift preference within 5 days of the move. Such requests shall be made on shift preference forms provided by the Company. Bump movement ends after the initial bump occurs, plus one bump.

- e. In the event employee(s) are reduced from a shift or department, affected employees may exercise shift preference on the basis of their seniority as provided in subsection D, within 5 days of the reduction and the subsequent reduction bump movement ends after the initial bump occurs, plus one bump.

## Section 6

### Temporary Transfers

The Company may temporarily transfer an employee **from one classification to another within the employee's home department and shift and/or when an employee is transferred from classification to classification outside of their home department and shift for a minimum period of five (5) days** not to exceed thirty (30) calendar days except (i) that such period of time may be extended by an agreement between the Company and the Shop Committee; and (ii) in the case of a temporary transfer to replace an employee absent for any reason, the period of the temporary transfer may not be longer than the period of such absence. **Employees on loan from one department or classification will not exceed four (4) consecutive days.**

- a. **For temporary transfers of five (5) days or greater,** The Company will canvas by seniority the employees working in the classification in the department and shift from which the transfer is to be made and if none of the employees elect to be transferred, the employee or employees with the least seniority in the classification at work in the department and shift who is (are) able to do the job will be transferred. When an employee is transferred out of his/her job classification under this Section and does not elect such transfer, but is transferred because he has the least seniority, no additional employees will be added to his/her classification in the department and shift until he/she has

been returned to his/her classification.

- b. At the end of thirty (30) calendar days, unless the time is extended by agreement, the job will be considered a permanent job and filled in accordance with Section 7 below. Experience gained while assigned to a temporary classification will not be considered in determining an employee's ability for promotion.
- c. **Supervisors will post a departmental "Voluntary Loan" sheet at a designated location(s) within the department at the beginning of the shift on Thursday preceding the upcoming work week. If the Company fails to post the "Voluntary Loan" sheet as outlined, supervision will verbally solicit members to be loaned by seniority order. Employees will have until 15 minutes prior to the start of their Sunday (midnights) or Monday (days/afternoons) scheduled shift to voluntarily sign the voluntary loan sheet. If there are not enough volunteers the Company will loan employees beginning with low seniority within the classification effected. If an employee is absent excused, the employee will be afforded the opportunity to sign the loan sheet upon returning to work. Employees can only be loaned out twice per shift, if a 3rd loan is required management will solicit the effected employee(s), for them to either accept the loan option or be sent home without pay or attendance point.**
- d. **When employees are sent home by the Company it will be performed by department and classification seniority. Voluntary send home(s) will go by high seniority, if there are not enough volunteers the Company will send home employees beginning with low seniority.**
- e. **Supervisor's will post a departmental "Voluntary Send Home" sheet for the week, identifying each day of the week, at a designated location(s) within the department. If the Company fails to post the "Voluntary Send Home" sheet, supervision will verbally solicit members to be sent home by seniority order. Employees will have 15 minutes prior to the start of their scheduled shift to voluntarily sign the send home sheet. If there are not enough volunteers the Company will send home employees beginning with low seniority within the classification effected.**



## Section 7

### Job Posting

When a new job classification is created, or a vacancy occurs within a job classification, with the **exception** being Production Services – Assembly **operating on a two (2) shift operation**, the Company shall post a notice on the bulletin board for a period of two (2) working days for each shift, setting forth the title of the job, the qualifications required for the job, the shift for the job, the department for the job, and the rate of pay for the job. Any bid made after the expiration date stated on the posting shall not be considered in filling the job. Selection for vacancies in positions other than skilled trades shall be based primarily on seniority, meaning the employee having the greatest seniority among qualified bidders (less than 8 attendance points) shall receive preference. Bids will be solicited by the Company. A bid turned down by an employee, that otherwise would have been awarded the bid, will lose bid rights for a period of 90 days. **Bids turned down within 24 hours of the transfer sheet being posted will not lose bid rights.** Bids will be accepted from employees throughout the plant.

- a. The Company need not post the same unskilled job vacancy more than once during any 60 -day period, or if later, until the termination of a trial period beginning with said 60 days. In the event a selected bidder is unsuccessful, the selection will be made from the remaining qualified bidders based upon seniority.
- b. No employee shall be permitted to use Section 7 to transfer from one classification to another within twelve (12) months following a transfer to Pay Level 5, and within six (6) months following a transfer to Pay Levels 1 through 4. The period may be reduced by agreement of the Company and the Union.
- c. Employees shall be permitted to bid on newly created job classifications within the 6-month or 12-month period identified in paragraph b of this Section.
- d. It is the intent of the Company to train all employees on all jobs on a classification within a department.
- e. The Company will advise the Unit Chairperson in writing of the reasons successful bidders for a posted job were disqualified from that job.
- f. No employee shall be permitted to use this Section to bid on a job from which he was disqualified during the prior 12 months.
- g. **Production Services – Assembly** will be considered an entry level position and will not be bid, **with the exception to 3 shift assembly operations.**
- h. **Paulson Testing will be required to be completed for**

**employees entering into the PMEA class, current PMEA's shall be grandfathered.**

## **Section 8**

### **Timeliness of Placement**

- a. When an employee obtains a job in a non-skilled classification as the result of a bid, he shall be placed on that job as soon as a replacement reasonably can be made for him/her, but in no event more than the third Monday after selection. An employee awarded an indirect job through the bidding procedure shall be given a trial period of up to thirty (30) calendar days in which to prove his/her ability to perform the work required. An employee awarded a direct production job through the bidding procedure shall be given a trial period of up to five (5) working days in which to prove his/her ability to perform the work required. The Company will advise the Union if an employee is not making adequate progress during their trial period and seek the Union's assistance to correct any factors inhibiting the employee's satisfactory progress. When an employee is disqualified at any time during such trial period, he/she shall be placed in any other opening in his/her previous job classification. When an employee is disqualified at any time after such trial period, he/she shall be placed in an opening in a classification in Pay Grade 1.
- b. When a new job classification or vacancy is not filled through the bidding procedure set forth above, the Company may fill the opening by hiring an employee on the outside or by permanently transferring the employee who has the least seniority. Pay for employees permanently transferred to another unskilled classification shall be the rate of pay in that classification.
- c. When an employee is forced to change shifts due to a reduction **or rebalance**, within a classification **or department**, the Company shall give no less than one (1) week notice to the employee, prior to the shift change.

## **Section 9**

### **Temporary Layoff Procedure**

Temporary layoffs, not to exceed **twenty-one (21) calendar days**, will be made within the department, classification according to plant seniority.

## **Section 10**

### **Indefinite Layoff and Recall Procedure**

If the Company determines that an indefinite layoff is necessary or if a temporary layoff is to exceed twenty-one (21) calendar days, unless additional time is agreed upon by the parties, employees shall be laid off in accordance with the following procedures:

- a. An employee in Pay Levels 1 through 5 (non-skilled classifications) is not permitted to bump an employee in Pay Level 6 (skilled trades classifications). Employees within Pay Levels 1 through 5 are able to bump amongst themselves.
- b. Supplemental employees, if employed, shall be the first employees laid off from the plant and then probationary employees will be laid off prior to the layoff of any seniority employees.
- c. Employees who are transferred from a classification as a result of a reduction in force, or employees laid off from the plant, shall be recalled in reverse order in which they were transferred or laid off. If an active employee, who has not been laid off, has successfully bid on another job, such employee shall have the option of either accepting or refusing recall to the job from which he/she was previously reduced. If the active employee refuses recall to a job, he/she will lose recall rights to that job. Such employee will not be permitted to bid on that classification again for a period of six (6) months. Laid off employees must accept recall or their employment will be terminated in accordance with Section 3e of this Article.

## **Section 11**

### **Temporary Layoff and Inverse Seniority Option**

The Company recognizes that it is desirable to provide the Union with advance notice of layoffs when time permits. When the Company determines that temporary layoffs are required, the length and nature of the layoff period will be designated by the Company based upon its judgment as affected by the existing circumstances.

The parties have entered into an agreement applying the concept of inverse seniority where a layoff, by department, is for a definite time and limited duration (temporary). The nature, cause, and length of such layoff shall be communicated to the Union so that inverse seniority arrangements may be discussed. The Union agrees that any such agreement shall give full

consideration to and shall not impair plant operating efficiencies including, but not limited to, those inefficiencies which might occur as a consequence of more experienced employees being laid off and less experienced employees being scheduled to work. Accordingly, the following local administrative guidelines are established to effect inverse option temporary layoffs:

- a. Inverse option temporary layoffs shall apply to full weeks (not daily or partial weeks) up to two weeks.
- b. An employee may make application for temporary layoff at the Human Resources Office. Such application shall remain in effect unless changed by written notice from the employee to Human Resources. Such written notice shall be accepted by the Labor Relations Office during regular hours when received by 3:00 p.m. on Monday and will become effective on the following Monday. Applications received after 3:00 p.m. on a Monday will become effective one week from the ensuing Monday.
- c. Reductions will be by department and classification. Employees assigned to temporary classifications will be considered within their permanent classification and department.
- d. Employees affected by an inverse seniority layoff, upon returning to work shall:
  1. If the duration is less than twenty-one (21) calendar days, have their overtime hours adjusted to reflect all hours which would have been scheduled to work during the layoff;
  2. Be provided an opportunity to exercise seniority for shift preference in accordance with the Shift Preference Agreement (Section 5 of this Article).
- e. Where the length of the temporary layoff is to exceed the period originally designated by the Company, affected employees who are laid off by the application of inverse seniority will be returned to work unless other arrangements are agreed upon by the parties. Any employees who are to be laid off as a result of the return to work of employees under this paragraph will be laid off by low seniority in accordance with the provisions of Section 9 of this Article and may not apply further for that particular layoff period.
- f. If an insufficient number of employees accept an inverse option temporary layoff, layoffs will be made in low seniority order.
- g. In no event will an employee with seniority be laid off while probationary employees are being utilized in the plant unless such senior employee has accepted an inverse option temporary layoff.

## **Section 12**

### **Transfers**

When an employee is permanently transferred to another job classification pursuant to Section 7 of this Article, he/she shall take the rate of pay in the new classification at the time of the transfer.

When an employee is temporarily transferred to a higher paying job classification for a period of four or more hours during a shift, he/she will be paid the rate of that classification for such hours worked. When an employee is temporarily transferred to a lower paying job classification he/she will continue to receive his/her regular rate of pay, unless the job has been awarded through the bidding process.

## **Section 13**

### **Seniority Lists**

The Company shall furnish the Chairperson of the Bargaining Committee and the Local Union Financial Secretary-Treasurer, a seniority list (signed by Human Resources) with names, addresses, telephone numbers and department of all represented employees on a monthly basis. These lists are for internal Union business only. It is further understood that the Company will not be held liable by any employee in any Civil, State, and/or Federal court as a result of any misuse of these lists.

## **Section 14**

### **Posting Seniority Lists**

Within the first ten (10) calendar days of June and the first ten (10) calendar days of December, of each year, the Company shall issue and post a seniority list on a bulletin board by the Union office for the review of all employees in the bargaining unit. Each such list shall be signed and dated by the Human Resources Department, and shall state each employee's name, date of hire, department and seniority position.

## **Section 15**

### **Transfers Out of Bargaining Unit**

In the event a bargaining unit member accepts a position with the Company which is not covered by this Agreement, the employee shall lose seniority in the bargaining unit **immediately. Said employee will have a period of thirty (30) days to elect to return to the bargaining unit. Once restored to the bargaining unit said employee will return to the lowest plant seniority.**

## **Section 16**

### **Supplemental Employees**

The parties recognize that non-skilled supplemental employees may be used as vacation replacements or other short-term staffing requirements for a known duration. Supplemental employees will not acquire seniority under the terms of this Agreement for the first eighty-nine (89) calendar days of continuous employment. Supplemental employees who are hired for regular employment opportunities during or at the completion of their supplemental assignment will have their most recent supplemental hire date used to determine seniority. Supplemental employees will be entitled to Union representation, subject to the check-off provisions of this Agreement, and shall receive the entry-level pay rate specified in this Agreement for their classification. Supplemental employees will not be utilized if regular employees in their classification are on layoff, unless mutually agreed upon by the parties.

## **Section 17**

### **Department/Classification Reductions**

When the Company reduces an employee in a classification by department, the Company and Union will canvas the classification by department and solicit volunteers, starting with the highest seniority employee and working down. If there are no volunteers, or not enough volunteers, the employee(s) with the least department seniority in the classification shall be reduced to an opening within their classification.

- a) The company agrees to meet and discuss with the union to explain reasons for reduction in advance of said reduction.**

## **ARTICLE 8**

### **Hours of Work**

#### **Section 1**

##### **Amount of Work**

Nothing in this Agreement shall be construed as a guarantee by the Company of any amount of work in any time period, or as a limitation on the Company's right to schedule work in excess of or below the normal workday or workweek or to require employees to work overtime.

#### **Section 2**

##### **Workweek and Shifts**

The normal work week will be five days, Monday through Friday, eight (8) hours per day. An employee whose scheduled shift starts on or after 4 A.M. but before 10 A.M. shall be deemed to be working the day shift. An employee whose scheduled shift starts on or after 10 A.M. but before 6 P.M. shall be deemed to be working the afternoon shift. An employee whose scheduled shift starts on or after 6 P.M. but before 4 A.M. shall be deemed to be working the midnight shift.

Conditions may arise which necessitate the Company to change shift hours or schedule a continuous three-shift operation. The Company shall notify the Committee of the change(s).

#### **Section 3**

##### **Shift Premiums**

Employees whose start time commences during the scheduled afternoon shift start time indicated in Section 2 of this Article will receive a shift premium of twenty (\$.20) per hour, for all hours worked and employees whose start time commences during the scheduled midnight shift start time indicated in Section 2 of this Article will receive a shift premium of thirty (\$.30) per hour, for all hours worked.

#### **Section 4**

##### **Lunch/Rest Periods**

Employees on each shift shall have a lunch period on the employee's time of thirty (30) minutes; such employees shall also have a rest period on Company time of thirty (30) minutes; employees on an operation scheduled for three back-to-back eight-hour shifts shall have a lunch period on the Company's time of twenty-five (25) minutes; such employees shall have a rest period on Company time of twenty-five (25) minutes. Rest or

lunch periods shall not be scheduled before the end of the first hour worked, the first rest or lunch period shall be completed by the halfway point of the normally scheduled shift, and lunch periods shall not be advanced or delayed by more than one hour unless tag relief is utilized. No employee working on eight (8) hour continuous shifts shall leave the plant during his/her shift without the written permission of his/her supervisor and he/she must clock in when he/she leaves and returns to the plant if permission is secured. When overtime of two (2) hours or less is scheduled at the start of a shift, an additional break of 15 minutes will be scheduled two (2) hours after the start of the shift. When overtime of two (2) hours or less is scheduled at the end of a shift, an additional break of 15 minutes will be scheduled two (2) hours prior to the end of the shift. When overtime of more than two (2) hours is scheduled before the start of a normal shift, an additional break of twenty-five (25) minutes will be scheduled two (2) hours after the start of the shift. When overtime of more than two (2) hours is scheduled after the end of a normal shift, an additional break of twenty-five (25) minutes will be scheduled two (2) hours prior to the end of the shift.

## **Section 5**

### **Work Interruptions**

If a stoppage of work occurs due to a cause over which the employees have no control, full pay will continue unless the employees are sent home. Employees sent home before the end of their regularly scheduled shift will receive four (4) hours pay or actual hours worked, whichever is greater.

## **Section 6**

### **Assignment of Overtime**

When it becomes necessary to operate the plant or certain departments of the plant on more than forty (40) hours a week or a six (6) or seven (7) day week in order to meet customer requirements, the Company shall have the right to so schedule by verbally soliciting daily overtime not later than two hours before the end of the shift; for Saturday work, not later than the end of the shift on the preceding Thursday; and for Sunday work, not later than the end of the shift on the preceding Friday. It is recognized by the parties that, under unusual circumstances, the Company may be precluded from giving notice in accordance with the above provisions, in which case the Company shall give notice prior to the end of the shift on the day preceding the overtime opportunity, or as soon as practicable. Anyone absent from this scheduled work day or scheduled overtime will be subject to the normal rules governing attendance.



Employees shall be paid time and one-half for all hours worked over forty (40) in any one (1) week. Any compensable absence shall be counted toward the 40 hours for overtime compensation. An employee shall be paid double time for hours worked on the Sunday, the 7th day of work in the pay period. An employee will be paid double time for hours worked on any Holiday specified in this Agreement. Midnight shift employees coming to work on Sunday for their Monday shift will not receive double time for the regular hours on Sunday.

## **Section 7**

### **Avoiding Overtime Payment**

An employee will not be sent home by the Company prior to the end of his/her regularly scheduled shift solely for the purpose of avoiding the payment of overtime. Additionally, the company will make every effort to not send home employees on overtime due to work stoppage beyond the employee's control. When an employee on overtime is not needed, they will be given the option to stay and work the duration of the overtime period or voluntarily go home and stop pay.

## **Section 8**

### **Daily Overtime Assignment**

An employee may be required to work up to ten (10) hours per day during the employee's regular workweek, with proper notification as specified in this Article. In the event hours over 10 in one day are required in any classification and department, employees in such classification and department will be asked first to work such overtime. If an insufficient number of employees volunteer for such overtime, the Company will select qualified volunteers outside the department on such shift from the posted voluntary overtime sign-up sheet. If an insufficient number of qualified employees outside the department volunteer, the Company will then force **production (excluding Skilled Trades)** employees in the classification and department required to work such overtime in low seniority order. Employees will be obligated to work overtime in their home department before working voluntary overtime outside of their department.

## **Section 9**

### **Weekend Overtime Assignment**

Employees shall not be required to work four (4) consecutive Saturdays and/or two (2) consecutive Sundays, provided they have performed work each scheduled day of the week(s) preceding such Saturday and/or Sunday. Mandating for Saturday or Sunday overtime follows the same procedures as Section 8 of this article. The company cannot mandate an

employee to work more than eight (8) hours on a Saturday or Sunday. An employee with a scheduled vacation day for the Friday immediately preceding or Monday immediately following is assumed to prefer the weekend off and cannot be mandated for that weekend overtime.

## **Section 10**

### **Pyramiding Overtime**

Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

## **Section 11**

### **Overtime – Scheduling**

- a. Overtime shall be equalized within a department by classification and shift.
- b. There shall be no crossing shift lines for the purpose of equalizing overtime.
- c. An employee permanently reclassified, transferred to another department, transferred from one shift to another, or a new employee will assume average overtime hours of the new group.
- d. For the purpose of this section, a temporarily classified employee is an employee who has worked on a classification at least three consecutive days prior to a weekend or holiday assignment.
  1. Temporarily loaned or classified employees or permanently classified employees temporarily assigned from one shift to another will maintain record of overtime hours in their home department.
  2. Temporarily loaned or classified employees will be considered for overtime provided all permanently classified employees assigned to that classification and department have been offered the opportunity to work such available hours. Such employees will be afforded the opportunity to work weekend overtime in their home department, classification and shift unless required to work overtime on the classification in the department to which temporarily loaned.
  3. Permanently classified employees temporarily assigned from one shift to another for any reason will be afforded the opportunity to work overtime on the temporary shift after all employees of that department, classification and shift have been provided the opportunity to work. Such employees will be afforded the opportunity to work weekend overtime in their home department,

classification and shift unless required to work overtime on the classification in the department to which temporarily assigned.

- e. When one or more employees within a department on a given classification and shift work greater than 40 overtime hours more than the other employees in a department on the same classification and shift, the Company will have 30 working days to bring an aggrieved employee back into the acceptable 40-hour spread. If the Company is unsuccessful in bringing an aggrieved employee back into the acceptable spread within 30 working days, the Company will not assign additional overtime to the employees outside the acceptable spread until the aggrieved employee is afforded the opportunity to equalize overtime, unless all employees in the department and classification are scheduled to work overtime.
- f. The Union may bring to the attention of the Superintendent situations where overtime hours of one shift are in excess of seventy-five (75) hours of another shift. Continued concerns in this area will be addressed by the Human Resources Manager.
- g. **There must be a 10 hour gap between mandatory overtime shift start times.**

## **Section 12**

### **Overtime - Records and Charging**

An employee's overtime record will be maintained on the principle of hours paid, not hours worked.

A record of all overtime charged to an employee's overtime record will be maintained and posted daily in each department where hourly overtime is worked. Overtime will be posted to the record as follows:

- a. Daily overtime will not be charged unless appropriate notice has been given as required by Section 6 of this Article, except in cases of emergency or breakdown.
- b. An employee properly notified who has refused an overtime assignment for any reason will be charged for the hours he/she would have been paid, provided proper notification has been given.
- c. An employee who accepts an overtime assignment and fails to report for work or fails to work any portion of the scheduled overtime assignment shall be charged double the number of hours he/she would have been paid.
- d. An employee on a leave of absence, temporary layoff, or disciplinary layoff, who otherwise would have been

scheduled to work, will be charged for the hours he/she would have been paid.

- e. All overtime hours will revert to zero at the beginning of each calendar year.
- f. Overtime offered outside the employee's home department will not be charged unless worked.
- g. Employees will not be charged for overtime offered in excess of four hours per day unless such overtime is worked.
- h. An employee on vacation, short-term military leave, jury duty, bereavement, short-term Union business leave, or Company-assigned training programs will not be charged overtime he/she would have been scheduled. An employee who has been notified of a death in his/her immediate family will not be charged for overtime until the end of the bereavement pay period.
- i. A restricted duty employee may work overtime in their department, when it is his/her turn, and only when work he/she can perform is available.
- j. Employees will be charged for overtime hours awarded through the grievance procedure.

## ARTICLE 9

### Union Representation

#### Section 1

##### **Bargaining Committee**

For the purpose of collective bargaining and for the grievance procedure, the employees shall be represented by a **Bargaining Committee** consisting of **five (5)** members, including the Chairperson, three (3) Committeepersons, **and the Skill Trades Steward shall be part of the Bargaining Committee.**

#### Section 2

##### **Chairperson**

There shall be one (1) full-time representative, who will be the Chairperson, designated by the Union and compensated for 40 hours per week by the Company at the highest production classification rate, or skilled trades rate if holding a skilled trade classification. The Chairperson shall be afforded access to all shifts as necessary and shall notify the Company as to his/her schedule. In the absence of the Bargaining Chairperson he/she shall notify the Company immediately of the Union's designated alternate Chairperson.

#### Section 3

##### **Committeepersons**

The Union shall designate one (1) Bargaining Committeeperson on day shift, one (1) Bargaining Committeeperson on afternoon shift and one (1) Bargaining Committeeperson for midnight shift. If the total plant bargaining unit population exceeds two hundred (200) employees, one (1) Bargaining Committeeperson, designated by the Chairperson, will be considered full-time and be compensated by the Company; in addition, if the total plant bargaining unit population exceeds four hundred (400) employees the Chairperson will designate one of the remaining working Bargaining Committeepersons as full-time on another shift and they will be compensated by the Company; if the total plant bargaining unit population exceeds seven hundred fifty (750) employees the remaining Bargaining Committeeperson will be designated as full-time on the remaining shift and will be compensated by the Company. Compensation will be at the rate of the highest paid production classification or skilled trades rate if holding a skilled trades classification.

Committeepersons will be eligible to work overtime based on total overtime hours worked by the plant (Monday thru Friday)

multiplied by 0.01 and divided by the current number of full time representatives. To be paid for such hours the representatives must be present in the plant for such hours. The Company will assure that the Union Representatives will be promptly notified of situations requiring his/her presence. Should any of the employment levels outlined above drop below or exceed the numbers specified in this section, full time representatives will be adjusted accordingly. **Bank hours not utilized during the normal work week may be utilized on Saturday or Sunday provided the budgeted allotment is not exceeded. Committee hours are to be confirmed and approved by HR.**

#### **Section 4**

##### **Super Seniority**

The Chairperson and Committeepersons shall have super seniority for their term of office in the event of shift preference, department reduction, or layoff.

#### **Section 5**

##### **Committee Work Assignments**

Where twenty-five (25) or more employees are scheduled to work on a shift, a Bargaining Committeeperson will be scheduled to work. To be paid, the representatives must be present in the plant for such hours. In cases where the Union Representative is not considered fulltime or not scheduled to work, Union representatives will be offered available work anytime employees on their shift are scheduled to work providing there is work the Union representative has the skill and ability to perform. In cases where the Union representatives are unable to work, the Chairperson will appoint alternate representatives. The Chairperson and full-time committee persons will be required to clock into and out of work when leaving the building. **Where one-hundred (100) or more employees are scheduled to work on a weekend shift, an additional Committeeperson will be scheduled.**

#### **Section 6**

##### **Designated Alternates**

The Chairperson shall designate alternates for all Union Representatives. These alternates will function in the absence of the regular Union Representatives and shall be afforded the same privileges as the regular Union Representatives (excluding layoff, recall and shift preference).

#### **Section 7**

##### **Shifts of 450 or More Employees**

If any shift reaches **four hundred fifty (450) employees,**

the Union will designate an additional full-time committee representative in addition to the current number. **When the employee numbers drop/exceed 450 the appropriate representative will either be added or subtracted from the union's full time schedule pending a 2 week manpower hold regarding the 450 allotment.** There will also be **three (3)** additional stewards (**one for days**, one for afternoon shift, one for midnight shift) who will perform their regular job until such times as they are needed for representational functions. When not available or engaged in another contractual matter, the shift committeeperson or Chairman shall contact the Department Manager or Supervisor who shall make the steward available so he/she may attend to representational business. The Company will assure that the steward will be promptly notified of situations requiring his/her presence. Upon completion or representational duties, the steward will return to his/her normal department and position and notify the foreman of his/her return.

## **Section 8**

### **Compensation of Union Representatives**

Union representatives will be compensated by the Company for all approved time spent on representational activities at the applicable rate of pay.

## **Section 9**

### **Names of Representatives**

The Union shall notify the Company in writing of the names of each Union representative and alternate.

## **Section 10**

### **Return upon Completion of Assignment**

At the end of a full-time Union representative's tenure, he/she will be returned to his/her former **department**, classification, and shift, seniority permitting.

## **Section 11**

### **Union Access to Company Premises**

The Company agrees to allow UAW International representatives and Local Union representatives access to the Company's premises to conduct necessary Company-related business. The Union agrees to notify the Company in advance of the scheduled visit and agrees that such visit shall not disrupt the normal operation of the facility.

## **Section 12**

### **Union Offices**

The Company will maintain and update, as necessary, current

Union offices in the plant including furnishings and equipment appropriate and consistent with the representative provisions of the Collective Bargaining Agreement. In the event more committee representatives are added, the Company will make all accommodations as necessary. Any proposed changes will be mutually agreed to.

### **Section 13**

#### **UAW Flag**

The UAW flag will continue to be displayed as consistent with current practice.

### **Section 14**

#### **Bellevue Steward**

The Bellevue plant **shall** maintain a Union steward on each shift that will be utilized for Union business on an as-needed basis.

### **Section 15**

#### **Skilled Trades Steward**

The Sandusky plant **shall** maintain a skilled trades Union steward that **shall** be utilized for skilled trades business and on an as-needed **representational** basis.

### **Section 16**

#### **H&S Representative**

**The union H&S Representative will be allotted 8 hours on Friday of each week to attend to H&S responsibilities. This position is an appointed position by the President/Plant Chair of the union.**



## **ARTICLE 10**

### **Health and Safety**

#### **Section 1**

##### **Joint Commitment to Safety**

The UAW and the Company are dedicated to the resolution of employee health and safety issues. Both parties have the highest concern for the safety and welfare of all employees, and the parties commit to strive for a healthier and safer workplace through the involvement of all employees. Additionally, the Company shall make provisions for the health and safety of its employees as required by applicable State and Federal law.

#### **Section 2**

##### **Joint Committee on Safety and Health**

Within thirty (30) days after the ratification of this Agreement, the parties agree to establish and maintain a meaningful Joint Committee on Safety and Health which will meet monthly to review and investigate safety and health issues and concerns in the plant; and propose programs, which are beneficial to the needs of employees and also serve in helping the Company prosper.

#### **Section 3**

##### **Joint Committee Representation**

The parties agree to have an equal number of representatives on this committee. The Union's Bargaining Chairperson, Union Health and Safety Representative, and one additional committeeperson, to be appointed by the Unit Chairperson, shall serve on the joint committee. The Company's Manager of Operations, Manager of Human Resources, Safety and Health Representative and/or other applicable management representatives shall serve on the committee.

#### **Section 4**

##### **Joint Committee Duties**

The joint committee may deal with issues such as promoting employee input, job rotation, ergonomics, safety, and improved workstation design. This committee will:

- Identify safety and health issues and concerns
- Examine, correct, promote, implement, and improve preventative safety and health policies, procedures and educational initiatives
- Evaluate the effectiveness of safety and health strategies
- Monitor injury and illness data and establish action plans

- Monitor new machinery and equipment to ensure compliance with health and safety and ergonomic guidelines.
- Establish and maintain a fair and equitable rotation schedule and will encourage input from the employees in the affected classifications.

## **Section 5**

### **Safety Glasses and Personnel Protective Equipment (PPE)**

The Company will provide employees with safety glasses, and other protective equipment (PPE) such as safety devices, tools, gloves, and clothing as required by the Company at no cost to employees.

## **Section 6**

### **Prescription Glasses**

Employees requiring prescription glasses shall obtain an authorization form from the Human Resources Department. The Company will provide one (1) pair of standard prescription lenses and an approved frame every two (2) years. Eye examinations are not provided by the Company. Safety glasses and side shields are required for all employees entering work areas of the plant.

## **Section 7**

### **Reimbursement for Safety Shoes**

The Company will reimburse employees one hundred and fifty dollars (\$150.00) every two years towards the purchase of steel toe safety shoes meeting ANSI standards specification 41.1967/75 for employees working in areas requiring mandatory safety shoes. A receipt of purchase is required.

**The company will reimburse, if proven, through normal wear and tear and deemed to be unsafe after review by the employee's supervisor and/or Joint Health and Safety Committee an additional pair of safety shoes.**

## **Section 8**

### **Personal Protective Equipment**

- a. Employees will be required to turn into the Company worn out or damaged Personal Protective Equipment (PPE) before replacements will be issued.
- b. Should the Company anticipate outside work assignments, it will, when possible, notify the employees the previous day. Should adverse weather conditions arise, the Company will issue appropriate foul weather gear.

## **Section 9**

### **Reporting Health and Safety Incidents**

Any potential health and safety-related accident, injury, incident or near-miss occurrence must be immediately reported by the affected employee(s) to his/her supervisor. The Company will establish a near-miss reporting procedure to ensure that employees are not discouraged from reporting near-miss accidents for fear of reprisal.

## **Section 10**

### **Health and Safety Incidents to Supervisor**

Any health and safety issue must first be addressed with an employee's immediate supervisor. If the issue still is not resolved, it may be submitted as an open concern to the Joint Safety and Health Committee.

## **Section 11**

### **Safety and Health Grievances**

An employee may utilize the grievance procedure for safety issues that are not satisfactorily resolved by the Joint Safety and Health Committee. A safety issue that has been processed through the proper steps may be advanced to a special third stage meeting of the grievance procedure which will include the Plant Operations Manager and the Regional Director of the Union (or his/her Designee) for resolution prior to advancing the matter to arbitration.

## **Section 12**

### **Reporting Injuries**

If an employee is injured at work, the employee is required to report it immediately or as soon as practicable to his supervisor and the Human Resources Department. The report must be filed immediately following the occurrence of an accident or injury. The employee will be paid the balance of their scheduled work hours on the day of injury if time is missed due to injury. The Company will provide transportation for medical treatment if necessary. Seniority will continue to accumulate during the period of the workers' compensation leave. All benefits will continue from the start of the workers' compensation leave of absence.

## **ARTICLE 11**

### **Leaves of Absence**

#### **Section 1**

##### **Disability Leaves**

A formal leave of absence is an approved absence from work. Leaves of absence may be approved by an employee's immediate supervisor and Human Resources Manager or designee. Unless otherwise stipulated in this Article, leaves of absence will be approved at the Company's discretion.

- a. Any employee who is absent on account of disability for five (5) consecutive days or more and who notifies the Company within three (3) working days of the disability absence, will be placed on disability leave. If the disability leave extends beyond five (5) working days, the employee shall furnish the Company, no later than the fifth (5) working day of such disability leave, a physician's certificate showing the nature of such disability and, if the employee has not already returned to work, the estimated length of time that the employee will be unable to perform his/her job. Failure by an employee to furnish such a certificate within such five (5) working days shall result in the termination of the employee, except in circumstances proven to be beyond the control of the employee.
- b. In the event of a dispute between the employee's physician and the Company physician, the two parties shall jointly select a qualified medical facility or physician as may be agreed upon by the Company and the Union, whose final decision as to fitness to return to the available job, or remain on disability leave, shall be final and binding on both parties and on the employee. Payment for examination by the Company physician and by such medical facility or physician shall be made by the Company, unless the employee fails to appear for an appointment without an excuse acceptable to the Company, in which case the employee will be liable for such costs.

#### **Section 2**

##### **Working while on Leave**

While on an approved medical leave of absence, employees cannot work another job. Violators of this provision will be considered a voluntary quit.

### **Section 3**

#### **Seniority/Benefits**

An employee's seniority shall continue to accrue while on an approved leave of absence. Benefits will be continued for the balance of the month in which the leave commences and one additional month unless prescribed differently by law.

### **Section 4**

#### **Placement of Employee upon Termination of Leave**

When an employee is on a medical leave of absence, the Company will return the employee to his/her former department and classification by filling the position on a temporary basis in accordance with Article 7, Section 6 – Temporary Transfers.

### **Section 5**

#### **Personal Leave of Absence**

A personal leave of absence may be requested through the Human Resources Department. A personal leave of absence may be granted without pay for justifiable reason.

Such leaves may be approved at the discretion of the Company in one-week increments with subsequent renewals upon approval up to a maximum of ninety (90) calendar days. The Company will give consideration in severe and mitigating circumstances to extend beyond ninety (90) calendar days.

### **Section 6**

#### **Union Leave**

a. Long-Term Union Leave

An employee elected or selected for full-time duty as an officer, representative, or employee of the Union or the International Union, which assignment will take him from his/her employment with the Company shall, upon written request of the Union or International Union, be granted a leave of absence for the period of his/her service. Such leave of absence will be subject to renewal on a yearly basis.

b. Short-Term Union Leaves

The Company may grant a Leave of Absence to Union members to be excused from work on Union business. Such leaves will not be withheld provided they do not adversely affect operations. Leaves may be extended by the Company.

## **Section 7**

### **Bereavement**

When a death occurs in an employee's immediate family, he/she shall be entitled to receive pay for a maximum of three (3) or five (5) regularly scheduled work days (excluding weekends, holidays, and vacation) for the purpose of **grieving**, attending the funeral or memorial service, and required travel time. An employee shall be entitled to a maximum of three (3) work days with pay for the death of: brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, step-parent, parent-in-law, grandparent or great grandparent, grandchild, son-in-law, daughter-in-law, or grandparent-in-law. An employee shall be entitled to a maximum of five (5) regularly scheduled work days with pay for the death of: current spouse or domestic partner, parent, child or step-child.

A request for leave form must be completed by the employee and authorized by the employee's immediate supervisor and Human Resources Department. **Documentation must be provided the day the employee returns back to work from bereavement.**

## **Section 8**

### **Jury Duty**

Absences as the result of jury duty will be paid to seniority employees at their regular base rate less any amount received from the allowance for jury duty available from the Government, up to a maximum of eight (8) hours per day. Employees working the night shift will be entitled to choose the day prior to, the day of, or following day which will be counted towards jury duty. In order to be paid for jury duty, a Company-supplied Scheduled Jury Duty form, which verifies hours and payment received and signed by a court representative must be furnished to the Human Resources Department upon return to work.

## **Section 9**

### **Military Leave**

Active employees who are members of a Reserve or a National Guard unit that are required to participate in an annual two-week training period, will be paid the difference between the base salary and the military pay for that two-week period.

- a. If such pay is requested, the employee shall furnish the Company with documentation of his/her military pay while on duty upon return to work. The employee must submit documentation of his/her military pay before such payment will be approved.
- b. In cases where an employee is called to active duty with any branch of the United States military, the employee

- will be eligible for reinstatement rights as prescribed by law with no loss of seniority.
- c. Upon notice to report for military duty, the employee must provide the Company with a copy of his/her military orders in advance of such duty with the exception of emergency active duty.
  - d. **An employee off work with military orders will have all military hours he/she would have worked be counted towards their worked hours. This pertains specifically to hours lost during an isolated week counting towards an employee's 40hrs for OT and for Military Leaves of significant length that could affect the employees hours for vacation eligibility.**

## **Section 10**

### **Family Medical Leave**

The benefits, requirements, conditions of eligibility, restrictions and other procedures for use of family and medical leave shall be as set forth in the Family Medical Leave Act of 1993 (herein "FMLA") unless otherwise modified by the terms set forth in this Agreement. An employee will not be required to use vacation on FMLA.

- a. An employee returning from a leave of absence shall be assigned to his/her former department, shift, and classification, seniority permitting.
- b. Employees on FMLA leave will continue to accumulate seniority and benefits.
- c. Requests for leaves under the FMLA must comply with the certification by health care provider and other qualifying regulations issued under the FMLA. Employees will be required to substantiate compliance with these regulations. The Company will respond to requests for FMLA in writing within a reasonable time.

## **Section 11**

### **Elected Public Office Leave**

A seniority employee elected to a full-time public office which takes him/her from his/her employment with the Company shall, upon prior written request, receive a temporary leave of absence for the term of such office or one year, whichever is less, and upon return shall be reinstated at work in line with his/her seniority status in the classification in which he/she was engaged last prior to such leave of absence. His/her seniority shall accumulate throughout the period of the leave of absence. Such leaves of absence may be renewed yearly with the approval of the Company.

## **Section 12**

### **Insufficient Seniority upon Return**

Where an employee returning from a leave of absence does not have sufficient seniority to return to his/her former classification, the employee will exercise his seniority rights in accordance with Article 7, Section 10 – Indefinite Layoff and Recall Procedure – of this Agreement.



## **ARTICLE 12**

### **Compensation**

#### **Section 1**

##### **Payday**

The regular payday shall be on Friday of each week. If a payday falls on a holiday, the paycheck shall be deposited during the preceding work day. A pay period shall cover the preceding week, Monday through Sunday.

#### **Section 2**

##### **Direct Deposit**

Earnings shall be direct deposited into the employee's bank account no later than 8:00 am Friday or the day before if Friday is a holiday.

#### **Section 3**

##### **Pay Shortages**

All shortages due to Company error of four (4) hours (straight time) or more will be adjusted by special check on the following workday. Underpayment less than four hours or shortages not previously adjusted will be paid in the succeeding pay period.

#### **Section 4**

##### **Call-In Pay**

Any employee called to work or permitted to come to work without having been properly notified that there will be no work, except in cases of labor dispute or emergency conditions beyond the control of the Company where notification is not possible, shall receive a minimum of four (4) hours at the employee's applicable rate or be given work. In addition to other methods, proper notification will be given by broadcasting on a valid radio station at least one (1) hour prior to the regular start time.

#### **Section 5**

##### **Call-Back Pay**

An employee called to perform work before or after, but not in continuation with, his/her daily work schedule shall be guaranteed a minimum of work or pay equivalent to 4 hours pay at his/her applicable rate.

#### **Section 6**

##### **New Jobs**

The Company has the right, because of the introduction of new equipment or new technology, to create new job classifications

and to modify job assignments within a job classification. When the changes in job assignments within a classification are extensive so that the general duties and responsibilities are changed requiring a higher or lower wage rate or new classification, the Company shall meet with the Union in advance to discuss the changes and reasons therefore. No wage rate shall be less than the minimum of the lowest paid classification in the currently negotiated pay structure. The Union's input will be sought and acted upon where considered appropriate by the Company. The Union may grieve the Company's final decision and, if arbitrated, the arbitrator's authority shall be limited to establishing the proper rate of pay.

## **Section 7**

### **Recovering Overpayments**

In the event of an overpayment in wages made in error, the employee shall be notified and reasonable terms agreed upon for repayment of the overpayment. The recovery period for overpayment will be limited to thirty (30) days prior to the date of notification to the employee.

## **Section 8**

**Arrearage repayment through payroll deduction upon an employee's return to work in lump sum payments will be afforded to the employee if the employee informs payroll in writing upon their return to work. Arrearage payments may be delivered to Human Resources by check/money order payable to Ventra Sandusky. The company has the right to review this process in the case of a special event/circumstance.**

**a) If an employee is off for an extended period of time the employee will be allowed to make arrearage repayments and to inform payroll in writing upon their return to work. The company has the right to review this process in the case of a special event/circumstance.**

**b) If an employee has a scheduled leave of absence the employee may prepay any benefit payment(s) prior to their leave of absence.**

## **ARTICLE 13**

### **General Provisions**

#### **Section 1**

##### **Union Bulletin Boards**

Current bulletin boards will continue to be provided by the Company which shall be used exclusively by the Union for posting notices of the following types:

- a. Union meetings
- b. Union elections and results thereof
- c. Recreational and social events and non-political educational matters

Except as set forth above, no employee shall distribute or post any notices, pamphlets, advertising, or any other kind of literature on Company property unless approved by the Company.

#### **Section 2**

##### **Changes to Personal Information**

It shall be the responsibility of each employee to notify the Company of any change of address or telephone number. The employee's address and telephone number, as it appears on the Company's records, shall be conclusive when used in connection with layoffs, recall, or other notices to employees. Records will not be released to any third parties except as authorized by the employee or as required by law. For insurance purposes, it is the responsibility of the employee to notify the Company within a reasonable period of time, but not to exceed thirty (30) days, of any changes in personal circumstances that may affect insurance coverage.

#### **Section 3**

##### **Sending Notification**

Whenever this Agreement requires written notification by the Company, notification shall be completed by sending a letter by registered mail.

#### **Section 4**

##### **Employees Leaving Plant on Company Business**

The Union Chairperson will be notified when Bargaining Unit employees are selected to leave the plant on Company business. In the event that the Union believes that the assignment of out of plant work is not being administered properly, the Company and the Union shall meet and discuss the issues. The Company will be responsible for all normal business

and travel expenses incurred directly as a result of leaving the plant on Company business.

## **Section 5**

### **Employees Working Alone**

No employee will be requested or expected to work on a hazardous job alone.

## **ARTICLE 14**

### **No Strikes/No Lockouts**

#### **Section 1**

##### **Illegal Activity**

During the life of this Agreement, the Union shall not cause, authorize, sanction, or condone; nor shall any member of the Union take part in any strike, sympathy strike, sit-down, stay-in, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the Company of any kind for any reason, including as an act of sympathy and/or including a labor dispute between the Company and any other labor organization. The Union shall not cause, authorize, sanction, or condone; nor shall any member of the Union take part in any picketing of the Company buildings, offices or premises because of a labor dispute with this Company.

#### **Section 2**

##### **Unauthorized Strikes**

The Union agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sympathy strikes, sit-downs, stay-ins, slowdowns, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operations of the Company or in any manner noted in Section 1, by notifying the employees that it disavows these acts. The Union further agrees that the Company shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure provision of this Agreement, except that the Grievance Procedure shall be available to such employees only to contend that they had not participated or engaged in prohibited conduct.

#### **Section 3**

##### **Lockouts**

The Company will not lock out any employees during the term of this Agreement.

## ARTICLE 15

### Holidays

#### Section 1

##### Holidays

The holidays are designated as: (Holidays to be listed by date in CBA)

#### 2020

September 7	Labor Day
November 11	Veterans Day
November 26	Thanksgiving
November 27	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day
December 31	New Year's Eve

#### 2021

January 1	New Year's Day
January 18	Martin Luther King Jr. Day
April 2	Good Friday
May 31	Memorial Day
July 5	Independence Day
September 6	Labor Day
November 11	Veterans Day
November 25	Thanksgiving
November 26	Day after Thanksgiving
December 24	Christmas Eve
December 27	Christmas Day
December 31	New Year's Eve

#### 2022

January 3	New Year's Day
January 17	Martin Luther King Jr. Day
April 15	Good Friday
May 30	Memorial Day
July 4	Independence Day
September 5	Labor Day
November 11	Veterans Day
November 24	Thanksgiving
November 25	Day after Thanksgiving
December 23	Christmas Eve

December 26  
December 30

Christmas Day  
New Year's Eve

### **2023**

January 2  
January 16  
April 7  
May 29  
July 4  
September 4  
November 10  
November 23  
November 24  
December 25  
December 26  
December 29

New Year's Day  
Martin Luther King Jr. Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Day  
Christmas Eve (recognized)  
New Year's Eve

### **2024**

January 1  
January 15  
March 29  
May 27  
July 4

New Year's Day  
Martin Luther King Jr. Day  
Good Friday  
Memorial Day  
Independence Day

## **Section 2**

### **Eligibility**

A full-time seniority employee on the active payroll, who would otherwise have been scheduled to work such day if it had not been observed as a holiday, will receive eight (8) hours of pay at his/her straight-time rate provided he/she has worked the full scheduled working day prior to and the next scheduled working day after such holiday (employees who are up to one half hour late will be considered to have worked the full day), regardless of the work week in which the scheduled working days fall.

An employee excused by management from work on the last scheduled working day prior to or on the next scheduled working day after such holiday, regardless of the work week in which the scheduled working days fall, shall be deemed to have met the requirements of this Section.

Employees who agree to work on such holidays and fail to do so shall not be paid Holiday pay, unless excused by management for exceptional reasons.

For work performed on such calendar holidays, employees shall receive pay at the rate of two (2) times their regular rate for each

hour worked, and Holiday Pay.

The Company, along with the Union, will undertake all reasonable efforts to obtain the necessary employees prior to mandating individuals to work on a scheduled holiday.

### **Section 3**

#### **Scheduled Vacation**

If a holiday falls within an employee's scheduled vacation, the employee shall receive pay for such holiday in addition to his/her vacation pay or take an additional vacation day at another time.



## ARTICLE 16

### Vacation

#### Section 1

##### Benefit

Employees who meet the eligibility requirements shall be entitled to paid vacation as set forth below, beginning January 1, 2021:

Employees hired after January 1, 2020 will be eligible for the vacation below on a prorated basis:

<b>CONTINUOUS SERVICE</b>	<b>VACATION TIME OFF WITH PAY</b>
Less than one year	See Schedule Below
1 year but less than 2 years	40 Hours
2 years but less than 5 years	80 Hours
5 years but less than 8 years	100 Hours
8 years but less than 12 years	120 Hours
12 years but less than 20 years	140 Hours
20 years and more	160 Hours

In the first year of employment, new hires, upon completion of their probationary period, will be eligible for the following vacation:

1. Hire Date January 1 – March 31	40 Hours
2. Hire Date April 1 – June 30	32 Hours
3. Hire Date July 1 – September 30	24 Hours
4. Hire Date October 1 – December 31	Not eligible for vacation until January of following year

#### Section 2

##### Eligibility

An employee's eligibility for vacation and vacation pay is determined by seniority year. Employees will be eligible to receive prorated vacation hours as described above on their seniority date when they reach 2, 5, 8, 12 and 20 years of service. To be eligible for full vacation pay, an employee must actually work at least one thousand four hundred (1,400)

hours during the vacation year, **unless Article 11 Section 9 D) applies.** An employee with less than 1,400 hours of work shall have his vacation pro-rated based on the hours worked divided by 1,400 hours. The payments for vacation pay shall be computed at the employee's straight-time hourly rate on his/her last day worked prior to January 1 of the vacation year.

### **Section 3**

#### **Approval Process**

Vacation time off will be arranged each year in the following manner:

- 1) **Request's for vacation time in January and February shall be requested no later than the 2nd Monday of December of the previous year and awarded by seniority. Vacation requests submitted after the second Monday of December for January and February of the following year shall be honored on a first come first serve basis.** The request period for vacation during the current calendar year will run from January 1st through March 1st. Where there is a request for the same time off for two or more employees, and the Company would not be able to operate efficiently, the selection shall be made by the selection of the highest seniority employee getting the desired time off, unless a mutually satisfactory adjustment can be made otherwise. Vacation requests submitted after March 1st will be honored on a first come, first served basis. The Company will try to schedule vacations in accordance with the wishes of the employees, consistent with the efficient operations of the Company's facility.
- 2) Written requests for single vacation days shall be made and answered with a two (2) day advance notice provided they have established vacation eligibility. Exceptions to the two (2) day advance notice may be granted as long as they do not affect the orderly and efficient operation of the business.
- 3) The Company may schedule a one week vacation shutdown during June, July, or August. If it does so it will be announced by April 1st of the vacation year. Employees would be required to utilize vacation if so scheduled, unless they have submitted a vacation waiver form to Human Resources.
- 4) At the end of the vacation year, all unused vacation hours will be paid by the second pay period in January. Employees shall not be permitted to carry their vacation time from one year to the next.
- 5) Employees leaving the Company will be paid all accrued

vacation.

- 6) Employees will be allowed to use two (2) days of their earned vacation benefit as paid emergency vacation days, provided they give a minimum advance notice of one (1) hour prior to their scheduled shift starting time. The Company may designate **twelve (12)** days as being exempt from use as emergency vacation days.

## ARTICLE 17

### Benefits

#### Section 1

##### Health and Dental Insurance

The Company will pay eighty-five percent (85%) for the cost of health insurance for all seniority employees and their eligible dependents beginning the first day of the month following **60 days of employment** for a hospital-medical insurance program including: hospital, surgical, physicians, outpatient, prescription drug, mental, nervous and substance abuse, vision (\$200 annual maximum benefit); and eighty percent (80%) percent of the cost of health insurance cost of dental through payment schedules and major medical provisions as described in Appendix "A" – Medical / Dental Benefits.

The Company may, at its option, change the carrier of such insurance provided the selected carrier is both recognized and reputable and that the new policy provides equivalent benefits and convenience. The Company will advise the Union sixty (60) calendar days prior to any such change of the proposed new contract. If the Company modifies the plan design of the Corporate Health Care Plan or Dental Plan such change shall apply to the Union. The Union may challenge either the reputation or recognition of the proposed carrier or the equivalency of the proposed contract's benefits or convenience by written notice to the Company within thirty (30) calendar days of such advice.

The Company will provide the Union notice, verified by the health care coverage provider selected by Flex-N-Gate Corporation for the corporate health care plan, of the Employee, Employee plus Spouse, Employee plus Children, and Family cost of health insurance rates charged by the plan and the new employee contribution levels prior to the annual open enrollment period for the Flex-N-Gate Corporation corporate health care plan, or within thirty (30) days prior to the renewal date for the corporate health care plan, so long as such Employee, Employee plus Spouse, Employee plus Children, and Family rates for the corporate health care plan have been established by the health care plan coverage provider for the next renewal period. The Company will implement such new rates at annual open enrollment.

The Company will continue medical and life insurance for a

period of one (1) month following the month of indefinite layoff and for a period of up to six (6) months following the month of leave for disability or for terminated “for cause” employees who file a grievance challenging the termination. Thereafter, employees may continue their health coverage by submitting the premium for additional months as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), or its equivalent.

## **Section 2**

### **Life Insurance**

The Company will pay the full cost for life insurance benefits and ADD of one times base annual wage for active employees beginning the first day of the month following completion of probation.

In addition, eligible employees may continue life insurance coverage for up to 12 months by submitting the premium to the Company. Company paid for life insurance will be continued during the period of any employee's total disability.

## **Section 3**

### **Sickness and Accident**

The Company will provide a Short-Term Disability benefit of sixty percent (60%) of base wage per week for: first day accident, eighth day sickness, with a 26-week claim maximum. This benefit will cover active employees beginning the first day of the month following completion of probation. The Company will provide a Long-Term Disability benefit of sixty percent (60%) of base wage per week for a twenty-six (26) week claim maximum.

## **Section 4**

### **Termination of Employment**

All insurance coverage listed shall be discontinued on the day the employee's services are terminated or the employee quits.

## **Section 5**

### **Claim Resolution**

Individual claims under the insurance policy shall not be subject to the grievance procedure established in this Agreement. The master policies shall be in conformity with this Agreement. Claim resolution shall be discussed between the Union, the Company and the insurance carrier. Issues with individual claim denials will be resolved through the insurance carrier's appeals procedure.

## **Section 6**

### **Additional Voluntary Benefits**

The following program will be offered to employees as soon as possible following Flex-N-Gate's acquisition of the Sandusky facility:

Section 125 - FSA \$2500 Medical / \$5000 Dependent Care

## **Section 7**

### **401K**

The Company will provide a 401(k) plan which will include a dollar-for-dollar Company match up to **\$1,300** annually per the plan summary for each participating non-probationary employee covered by this agreement. **Employees will be provided the opportunity to borrow from their respective 401k as per the revised policy.**

## **Section 8**

### **Pension**

The Company will provide a Pension benefit plan of three percent (3.0%) of base wage yearly earnings for each non-probationary employee covered by this Agreement.

## **Section 9**

### **Tuition Reimbursement**

The Company will reimburse employees for approved tuition and approved fees and expenses up to five thousand dollars (\$5,000.00) annually in accordance with the Company's Tuition Reimbursement Policy and/or for approved courses leading to Associates Degree, Bachelor's Degree, Master's Degree, or Ph.D., at approved educational institutions. This program generally covers: university, college, business, trade, or vocational school courses or adult education classes; and, other courses or studies approved jointly by the Company and the Union, including "targeted training" courses for credit piloted and approved for general use. Tuition Reimbursement will be available to all non-probationary employees covered by this Agreement. Reimbursement will be 100% tuition and books for an "A" grade, 90% tuition for a "B" grade, and 75% tuition for a "C" grade. Pass/Fail classes will be paid 100% with a passing grade.

## **Section 10**

### **Productivity Bonus**

The Company will provide an annual Productivity Bonus in the amount of five hundred dollars (\$500.00) for each non-probationary employee covered by this Agreement. Payment will be made by separate check in the first pay period in December.

# ARTICLE 18

## Wages

Level Rates	Sept 1/20	Sept 1/21	March 1/22	Sept 1/22	March 1/23	Sept. 1/23	March 1/24
New Hire	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Pay Grade 1	\$18.75	\$18.95	\$19.15	\$19.40	\$19.65	\$19.90	\$20.15
Pay Grade 2	\$18.95	\$19.15	\$19.35	\$19.60	\$19.85	\$20.10	\$20.35
Pay Grade 3	\$19.56	\$19.76	\$19.96	\$20.21	\$20.46	\$20.71	\$20.96
Pay Grade 4	\$20.78	\$20.98	\$21.18	\$21.43	\$21.68	\$21.93	\$22.18
Pay Grade 5	\$21.18	\$21.38	\$21.58	\$21.83	\$22.08	\$22.33	\$22.58
Pay Grade 6	\$29.00	\$29.20	\$29.40	\$29.65	\$29.90	\$30.15	\$30.40

**\*New hire production employees will be hired with below wage grid and progress:**

**Start rate: \$15.00**  
**90 Days rate: \$16.00**  
**6 month rate: \$16.75**  
**12 month rate: \$17.50**  
**18 month rate: \$18.25**  
**24 month rate: \$19.00**  
**36 month rate: Current rate**

\* Pay Grade 6 will be hired in at the wage rate identified in the chart based on the year of the contract.

Pay Grade Classifications will be as follows:

Pay Grade 1 – Production Service (molding/metallization and assembly)

Pay Grade 2 - Material Handler, Inspector

Pay Grade 3 - Cleaner, Crib Attendant, MFG Tech, Quality Tech

Pay Grade 4 - Resin Handler, Automation Tech.

Pay Grade 5 – Process Tech (PMEA), **Mold Setter**

Pay Grade 6 - Electrician (ET-1), Tool Room (TR-1), Industrial Truck Repair (G-1), Machine Repair (MR-1)



## **ARTICLE 19**

### **Disciplinary Procedure**

#### **Section 1**

##### **Shop Rules**

The Company will publish shop rules and penalties which will be posted on bulletin boards and a copy shall be furnished to the Shop Committee. The Company will utilize progressive discipline based on the severity of the violation and the employee's prior disciplinary record in dealing with rule violations.

#### **Section 2**

##### **Disciplinary Record**

In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than twelve months from date of infraction.

#### **Section 3**

##### **Giving Notice of Disciplinary Action**

Notice of shop floor and other discipline (except under the Attendance and Tardiness Control Program), must be issued within five (5) working days of the event for which discipline is to be imposed or, if later, within five (5) working days of the Company learning of the event. Notice for the Attendance Control Program must be issued within seven (7) working days. Extensions to this timing may be mutually agreed upon on a case-by-case basis.

#### **Section 4**

##### **Copies to Union**

The Union will be given copies of all discipline.

## **ARTICLE 20**

### **Work Standards**

#### **Section 1**

##### **Fair Day's Work for Fair Day's Pay**

It will be the understanding at the Sandusky facility that employment will be based on the principle of, "a fair day's work for a fair day's pay." If the Union Committee, after consultation with the Company, believes that the Company is not living up to this principle with respect to expected work effort, upon request by the Union, an International UAW Representative will be allowed to review the particular work area. If, after that review, the Company and the International UAW Representative cannot come to an agreement on the work standard, the matter can be submitted to the grievance procedure for resolution.

#### **Section 2**

##### **Impact of Absenteeism**

The normal amount of work required of employees shall not be increased because of absenteeism.

#### **Section 3**

##### **Establishing Standards**

Temporary or probationary employees shall not be used to establish standards in any work measurement study or time study.

#### **Section 4**

##### **Normal Working Conditions**

Production standards and rates will be set on the basis of normal working conditions with experienced operators, properly functioning equipment and machinery, and with consideration for fatigue and the need for relief time. Notification will be given to employees on the job and the Union prior to establishing or conducting a time study.

#### **Section 5**

##### **Providing Standards Information**

The Company agrees to provide current line balances and standard work, and make them readily available to all employees, including the Union Standards Representative(s). The Company agrees to post current production efficiencies and make them readily accessible to the Union Standards Representative(s).

## **ARTICLE 21**

### **Contingency Clause**

#### **Section 1**

##### **Auxiliary Agreements**

Recognizing that it is not possible for this Agreement to cover every contingency that may arise, both parties hereto, in conference, will make any mutually acceptable interpretation(s) of this Agreement, with the understanding that such interpretation(s) will be put in writing and signed by the Company, Representative(s) of the International Union and the Local Union.

#### **Section 2**

##### **Steering Committee Meetings**

A Steering Committee (comprised of appropriate representatives from the International Union, the Local Union Bargaining Committee, the Local Union President and appropriate top management personnel of the Corporation) will meet monthly to ensure that problems are being addressed and resolved as intended herein. The Steering Committee will also address other existing or potential problems on a continuing basis, in keeping with the goal of providing meaningful, ongoing discussions between the parties.

## **ARTICLE 22**

### **Contract Waiver and Term**

#### **Section 1**

##### **Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in writing in this Agreement. Therefore, for the life of this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time that they negotiated or signed this Agreement.

#### **Section 2**

##### **Agreement Appendixes**

All appendixes are made a part of this Agreement by reference with like force and effect as though set forth herein. These documents are signed in like manner as this Agreement in behalf of the Union and in behalf of the Company.

#### **Section 3**

##### **Supplanting of Previous Agreements**

This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged plant or past practices, between the Company and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties.

#### **Section 4**

##### **Separability of Provisions**

In the event that any of the provisions of this Agreement are or become invalid or unenforceable, the remaining, unaffected provisions shall remain in full force and effect. Should the parties hereafter agree that applicable law makes, or probably makes, any of the provisions of this Agreement or any of

its supplements, memoranda of understanding or letters relating thereto invalid or unenforceable, the parties may agree on a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement, and remain in effect for the duration of the Agreement, without the need for further ratification by the Union membership.

## **NEW ARTICLE 23**

### **Skill Trades**

#### **Section 1**

##### **Seniority**

- a) **Skilled Trades employees shall be afforded seniority by the date they enter a specific trade and this date will apply when any reduction or layoff is implemented within that specific trade.**
- b) **An employee once entering an apprenticeship will assume entry level seniority the date the employee signs their apprenticeship agreement and upon entering the apprenticeship employees shall have a 90 day probationary period. The ratio for in plant apprentices shall not exceed a 5 to 1 ratio per trade.**
- c) **If a TLO or ILO is enforced a Skilled Trades employee may utilize their plant seniority date if applicable to bump into an unskilled classification until recalled to their trade. Employees who leave the Skilled Trades department due to TLO/ILO/Reduction maintain Skilled Trades department seniority. Irrespective of any facility indefinite layoff or reduction the Skill Trades employees will be laid off/reduced as their classification requires by seniority. During a temporary layoff the Company shall layoff by classification and department.**
- d) **Within the first 10 calendar days of June and the first 10 calendar days of December, of each year, the Company shall issue and post a date of entry seniority list within the maintenance department. Each such list shall be signed and dated by Human Resources and shall state each employee's name, date of entry, department, and seniority position.**
- e) **When there is a need to subcontract work at Ventra Sandusky the company will meet with the union, including the S.T Steward to discuss the scope of the work at a minimum 5 days in advance, except in cases of emergency.**

#### **Section 2**

##### **Overtime**

- a) **Overtime shall be equalized by hours within the department by classification and shift.**
- b) **Employees mandated to work daily/weekly overtime shall be done by the employee's overtime equalization hours within their department,**

- classification, and shift.
- c) Any Skilled Trade employee mandated to work overtime shall be charged double hours that he/she would have been paid.

### **Section 3**

#### **Joint Apprenticeship Committee**

- a) There shall be a Joint Apprenticeship Committee that will be comprised of, at a minimum, the Union Chairperson, Skilled Trades Steward, and one member from each trade, Maintenance Manager, and Labor Relations Representative. Both parties agree to the importance of having Skilled Trades Journeymen appointed to this committee. The Joint Apprenticeship Committee will be responsible for overseeing the Apprenticeship Program at the Sandusky Plant and supervising all standards and applications of the program. The Apprenticeship Agreement is approved by the U.S. Department of Labor's Office of Apprenticeship. The HR Manager and the Union Chairperson will oversee the activities of this committee.
- b) The Apprenticeship Committee shall compile a list of tools and toolbox necessary for each trade that will be awarded to each apprentice immediately upon entering the apprenticeship program.
- c) In disputes regarding lines of demarcation and job duties, the dispute will be submitted to the Joint Apprenticeship Committee. Upon receiving a dispute the Joint Apprenticeship Committee will review at next meeting.

### **Section 4**

#### **General**

- a) The Company will make every effort to maintain, and provide blueprints and manuals for job operations.
- b) All Collective Bargaining Agreement language not outlined within Article 23 will be recognized and afforded to all Skilled Trades employees.

### **Section 5**

#### **Rate of Pay for Apprenticeship**

- |                       |   |
|-----------------------|---|
| 1st 1000 shop hours - | 65% or most recent pay rate<br>whichever is greater |
| 2nd 1000 shop hours - | 70% or most recent pay rate<br>whichever is greater |

<b>3rd 1000 shop hours -</b>	<b>75% or most recent pay rate whichever is greater</b>
<b>4th 1000 shop hours -</b>	<b>80% or most recent pay rate whichever is greater</b>
<b>5th 1000 shop hours -</b>	<b>85% or most recent pay rate whichever is greater</b>
<b>6th 1000 shop hours -</b>	<b>90% or most recent pay rate whichever is greater</b>
<b>7th 1000 shop hours -</b>	<b>95%</b>
<b>8th 1000 (graduation) -</b>	<b>95%</b>

**When an apprentice has completed the required number of shop and related training hours, not to exceed a period beyond six (6) years (excluding approved time off) and the Joint Apprenticeship Committee has approved the completion of training, the apprentice shall receive the maximum rate of the rate range paid to skilled journeymen in the classification or trade in which the apprenticeship was served.**



## ARTICLE 24

### Termination of Agreement

This Agreement shall become effective at midnight on **September 1, 2020** and shall continue in effect for four (4) years (until 11:59 p.m. on **August 31, 2024**). Thereafter, it shall renew itself for one-year periods unless written notice is given by either party to the other not less than sixty (60) days prior to the expiration date or any extension thereof that is desired to terminate or amend this Agreement. In the event such notice is given, the parties shall begin negotiations within forty-five (45) days. If negotiations are not completed prior to the expiration date, the Agreement and all Letters of Understanding shall terminate unless extended by mutual agreement of the parties.

For the Company:

For the Union:

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Wes Balazs

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Chris Sims

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Len Baker

---

Brett Whyde

---

John Holland

---

Rick Fritz

---

Bryan Holup

---

Todd Cleveland

---

Nicholas M. Nemitz

## Ventra Sandusky Operations

### ATTENDANCE POLICY

Absent Call-in (A/C)	30 minutes prior to the start of shift	1 point
Absent No Call-in (ANC)	Where an employee is absent and fails to call-in or fails to call in 30 minutes prior to the start of shift	1.5 points
Tardy (T) or Leave Early (L)	Within the first two or last two hours of the shift	0.5 point
Tardy (T) or Leave Early (L)	Greater than the first two or last two hours of the shift	1 point
Voluntary Weekend OT	Failure to work Saturday or Sunday voluntary OT	2 points

### ATTENDANCE POINT REDUCTION SCHEDULE:

One (1) full point reduction each rolling 90 days period wherein an employee has perfect attendance, and every rolling 12 months, with the point reduction occurring on the first day of the 12th month. Vacations, Bereavement, Jury Duty, Military Duty, Union Leave, **Unpaid Personal Day** and Holidays will count towards the 90; all other excused absences will not be included.

### DISCIPLINARY ACTION

(Management reserves the right to repeat penalties in consideration of other factors)

VERBAL WARNING – minimum four (4) points

WRITTEN WARNING – minimum six (6) points

**5-Day Suspension - minimum eight (8) points**

**10-Day Suspension – minimum nine (9) points**

TERMINATION –Ten (10) or more points

**The 5 and 10 Suspension mark will commence on February 1, 2021. Until this date the current 8pt Final Warning mark will be followed.**

## EXCLUSIONS FROM ATTENDANCE POINT ASSESSMENT

No points will be assigned for:

- A. Approved bereavement leave.
- B. Approved jury duty leave. Court subpoena. (Court summons with consideration.)
- C. Vacation days that are scheduled in accordance with the contract.
- D. Disciplinary Suspensions.
- E. Layoff, business interruptions, lack of work during which an employee is sent home early, etc.
- F. Required military obligations within the Reserves, the National Guard, or other such non-permanent military organizations within the United States Government.
- G. Approved leaves of absence for short-term or long-term disability.
- H. Approved treatment of work-related injuries.
- I. Approved leave under the Family and Medical Leave of 1993.
- J. Approved leave for Union business.
- K. Approved leave by Human Resources for good cause.
- L. Personal Day (with call-in 8 hours prior to the start of the shift).
- M. Level 3 Snow Emergency – Absences due to a Level 3 snow emergency in effect in Erie County or the county in which employee resides, immediately preceding the start time of their shift, will be treated as excused.  
Management will review instances where employees have to drive through a Level 3 county on a case by case basis.

Absences of 3 or more days but not to exceed 7 days, will be treated as one incident if acceptable medical documentation is presented upon return to work. Documentation will be required for A, B, F, G, and I. Once an employee reaches the eighth (8th) day, they will be required to transition to Short Term Disability and provide the appropriate documentation.

Employees will be afforded two (2) unpaid personal days on January 1st of each year. Employees must utilize the **MorningStar system**, specify "Personal Day", and call-in no less than eight (8) hours prior to the start of their regularly scheduled shift so as the Company has adequate time to cover the absence. Only one (1) personal day may be used from January 1st through June 30th and only one (1) personal day may be used from July 1st through December 31st. Personal days may not be used immediately preceding or following a holiday.

Unused personal days **shall** be utilized to remove an employee's most recent attendance point. ***An employee with no attendance point(s) to be removed on his/her record at the end of the (6) month period shall be paid out (8) eight hours at their base rate of pay at the end of the (6) month period. Payment shall be paid out by separate payment no later than (1) one week after the end of the (6) month period.***

Employees utilizing FMLA will not revert back to day 1 of the Attendance Points Reduction schedule but each missed day will be added on to the 90 day roll-off period. (Example: an employee who goes 90 consecutive days with no unexcused absences but misses 3 days for FMLA will have to actually go 93 days for a point to roll off.)

**Beginning in 2021 and for each calendar year within this collective agreement the following will apply:**

- **An employee with perfect attendance (including compensable absences) from January 1st to June 30th in any calendar year will receive \$200.00.**
- **An employee with perfect attendance (including compensable absences) from July 1st to December 31st in any calendar year will receive \$200.00.**

The full attendance policy will take effect **January 1, 2021, with the exceptions noted above.**

## **SUBSTANCE ABUSE POLICY**

### **Ventra Sandusky Operations**

**PURPOSE:** Not only do alcohol abuse and the illegal use of drugs and controlled substances have a negative impact upon an individual's life and family, they also have a negative impact upon the work place and co-workers. It is essential that all employees are alert and in full possession of their faculties when working in order to maintain high standards of safety, conduct, quality, efficiency and job performance. Thus, the Company has developed a comprehensive policy concerning substance abuse to prevent accidents, injuries and unacceptable job performance that may result from alcohol use or the illegal use of drugs and controlled substances in the workplace or while performing Company business.

The objective of this policy is to keep our work environment free of alcohol, illegal drugs and the illegal use of drugs.

**SCOPE:** This policy applies to all employees of Ventra Sandusky Operations.

## **PROCEDURE: ALCOHOL AND ILLEGAL DRUGS**

The “illegal use of drugs” as used in this policy refers both to the use of illegal drugs and to the unlawful use of prescription drugs. “Illegal drugs” as used in this policy refers to any drug or controlled substance whose use, possession or distribution is made unlawful by applicable Federal or State Law. Use of a controlled substance is not an “illegal use of drugs” under this policy if it is being used under the supervision of and as directed by a licensed health care professional or as authorized by applicable Federal or State law.

The following conduct is subject to this policy:

- a. The possession or consumption of alcohol by any employee while in a Company facility, on Company property, operating or being in a Company vehicle, at any worksite location, at Company functions during work hours or otherwise while performing Company business, is prohibited. The possession or consumption of alcohol will be permitted on Company premises or at Company functions only upon prior consent of senior management. Possession of unopened containers of alcohol in an employee’s vehicle is not, by itself, a violation of this policy.
- b. Any illegal use of drugs by any employee while in a Company facility, on Company property, operating or being in a Company vehicle, at any worksite location, at Company functions, during work hours or while otherwise performing Company business, is prohibited.
- c. Reporting to work or remaining on duty while under the influence of alcohol or the illegal use of drugs is prohibited.

## **DRUG AND ALCOHOL TESTING**

The Company may require testing for drugs/controlled substances and/or alcohol under the following circumstances. All drug and alcohol testing will be performed by a certified laboratory.

- a. Pre-employment drug and alcohol test after a conditional offer of employment has been made to a prospective employee. (This requirement does not apply to employees working on the date of ratification of the

Collective Bargaining Agreement.)

- b. To comply with the collective bargaining agreement.
- c. When management determines there is reasonable suspicion that an employee is under the influence of alcohol or the illegal use of drugs. Only medical personnel, whether Company medical personnel or contracted services medical personnel, are authorized to make the final determination to proceed with “for cause” testing due to an employee exhibiting signs of being under the influence of alcohol and/or a controlled substance.
- d. Following an on-the-job accident, injury or occupational illness as part of the investigation of the cause of the accident or injury or when the driver of a Company car, truck, hi-lo or other vehicle is involved in an accident, or when any employee experiences an on-the-job injury requiring medical treatment at a medical facility.
- e. Drug testing that is part of any substance abuse rehabilitation plan/program established for an employee.

**Any potential just cause drug screen will first be evaluated by the Shop Committee and a member of Human Resources, or designate, prior to testing to ensure agreement of the need to test.**

When there is a positive drug or alcohol test result, or a refusal on the part of the employee to take a drug or alcohol test, the employee will be immediately relieved from duty pending an investigation.

Any employee with a positive test for alcohol or the illegal use of drugs, as outlined on page three, is presumed by the Company to be under the influence of the identified substance and/or a current user of illegal drugs, and the employee will be subject to the penalty provisions of the policy.

Nothing in this policy restricts the Company from proceeding with disciplinary action based solely on the evidence of behavior, personal observations, or other pertinent factors.

### **CONSENT TO TESTING**

An applicant for employment with the Company must consent to submit to drug and alcohol tests after a job offer has been made to the applicant. All offers of employment are contingent upon the prospective employee passing the drug and alcohol tests. Any refusal to consent to any drug or alcohol tests will result in the revocation of an offer of employment. A positive test for

alcohol or illegal drugs will result in the revocation of an offer of employment.

The Company may require an employee to provide a urine specimen for laboratory testing or to take a breathalyzer test at a reliable certified facility when a reasonable probable cause exists that an employee may be in violation of this drug and alcohol policy. Reasonable cause shall be defined as those circumstances, based on objective evidence about the employee's conduct in the workplace that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or drugs. Examples of objective evidence include when a team member shows signs of impairment, such as difficulty in maintaining balance, slurred speech, erratic or atypical behavior, or otherwise appears unable to perform his job in a safe manner. The Company's representatives will document the circumstance or specific personal observations concerning the team member's impaired work performance, behavior, speech, or **breath** odor.

When an employee is required to submit to testing under this policy the employee may request a Union Representative to accompany him/her to testing.

The Company will pay the employee and, if requested, the Union Representative for all time spent providing the specimen or taking the breathalyzer test outlined above. In addition, the Company will fully reimburse and make whole any employee for any subsequent lost time or benefits as a result of any test if at the conclusion of all provided procedures the final determination is negative. All negative tests will result in all records and documents leading to the testing being destroyed. Non-personal data may be retained for statistical studies.

Attachment A must be completed by the immediate supervisor as part of the procedure to perform alcohol and/or drugs tests. An employee's refusal to consent to a drug and alcohol test may result in disciplinary action, including termination, for a first refusal or any subsequent refusal.

## **TESTING METHODOLOGY**

Testing will be conducted by a certified laboratory and consist of an initial screening test of urine and/or breath and, when required, a confirmation test. The Company may request that additional tests be performed on a case by case basis. The Company will pay for the cost of testing. The Company, after

agreement with the Union, may choose to utilize other methods of testing for drugs and alcohol as recommended by a certified laboratory, State and/or Federal Laws.

### **ON-THE-JOB INJURY OR ACCIDENT**

The failure to pass a substance abuse test, if deemed necessary by medical personnel, following an on- the-job injury or accident, will result in disciplinary action up to and including discharge unless the employee elects to use, if available, **his/her two (2) opportunities** for treatment per the “Treatment for Substance Abuse” section of this policy.

### **CUTOFF POINTS**

<b><u>Type of Drug or Metabolite</u></b>	<b><u>Initial Test</u></b>	<b><u>Confirmation Test</u></b>
Amphetamines	1000 ng/mL	500 ng/mL
Barbituates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	200 ng/mL
Marijuana metabolites	50 ng/mL	15 ng/mL
Cocaine metabolites	300 ng/mL	150 ng/mL
Methadone	300 ng/mL	200 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Opiate metabolites	2000 ng/mL	2000 ng/mL
Methaqualone	300 ng/mL	200 ng/mL
Propoxyphene	300 ng/mL	200 ng/mL

These cutoff points are used by virtually all organizations, including the Local Police Department, the Ohio State Police, and the United States Department of Transportation, to determine drug use. Exceeding these cutoff points results in what is commonly called a “positive test result.” Alcohol measured at above a .04 level will be called a “positive test result.”

### **TREATMENT FOR SUBSTANCE ABUSE**

Employees who feel they may have a substance abuse problem are encouraged to voluntarily seek help by using the Employee Assistance Program (EAP) before alcohol and/or drug use lead to disciplinary action or termination. If an employee seeks help, he/she will be granted necessary disability leave of absence, if necessary, to receive the recommended treatment. **Leaves of Absence associated with a just cause on the job injury or accident where an employee seeks treatment will not exceed two (2) times during an employee's employment.** No employee will have his job security or promotional opportunities



jeopardized by his voluntary request for help. Any and all information surrounding a voluntary request and subsequent treatment by an employer will be kept strictly confidential. Employees who return to work from a disability leave of absence for treatment will be required to submit to a drug and alcohol test prior to being reinstated. If the test results are positive an employee will not be returned to work until he/she tests negative.

If it is determined, as a result of positive test results, that an employee violated this policy, a meeting will take place between Human Resources, the Union, and the employee. The employee will be offered the option of seeking rehabilitation through referral as defined in this policy. If the employee enters and successfully completes a treatment program, he/she will be required to pass a urinalysis or breathalyzer test prior to returning to work and must agree to random testing for the next 12 months. Tests will be conducted not more than four (4) times in a twelve (12) month period. If the employee refuses this option, he/she may be subject to disciplinary action up to and including termination. Subsequent violation of this policy by an employee based on positive test results may subject the employee to disciplinary action up to and including termination.

Despite the foregoing, the Company reserves the right to discipline or discharge any employee who tests positive on a drug and alcohol test if the employee's conduct that precipitated the test is otherwise sufficiently serious to warrant discipline or discharge.

_____	_____
Union	Company
_____	_____
Date	Date

## ATTACHMENT A

The following statement must be read by the supervisor/member of management to the associate before he/she is sent to the clinic for drug/alcohol examination and signed by the supervisor and a witness:

"You are being sent to the Sandusky Medical Clinic (as defined by the Company) because you appear to be under the influence of drugs and/or alcohol. The clinic may take urine or other agreed upon samples from you upon a "for cause" determination for use in an alcohol or drug screening test and results of this examination will be sent to Ventra Sandusky Operations. If you either refuse to have appropriate samples taken or to allow test results to be released to Ventra Sandusky Operations, your refusal will result in discipline up to and including discharge. Do you understand?"

### Observed Behavior/Reasonable Cause Recording Form

Name: \_\_\_\_\_

Identification Number: \_\_\_\_\_

Date of Observation: \_\_\_\_\_

Time of Observation:

From: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

To: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Observed personal behavior (check all appropriate items)

- |            |                               |                  |
|------------|-------------------------------|------------------|
| 1. Speech  | Normal _____                  | Incoherent _____ |
|            | Confused _____                | Slurred _____    |
|            | Whispering _____              | Silent _____     |
| 2. Balance | Normal _____                  | Swaying _____    |
|            | Staggering _____              | Falling _____    |
| 3. Walking | Normal _____                  | Stumbling _____  |
|            | Swaying _____                 | Falling _____    |
|            | Arms raised for balance _____ |                  |
|            | Reaching for support _____    |                  |

4. Awareness    Normal \_\_\_\_\_    Confused \_\_\_\_\_  
                     Paranoid \_\_\_\_\_    Sleepy or Stupor \_\_\_\_\_  
                     Lack of coordination \_\_\_\_\_

5. Other observed actions or behaviors:

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Behavior witnessed by:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## **Letter of Understanding**

**December 11th, 2020**

Mr. Wes Balazs  
Human Resources  
Ventra Sandusky  
3020 Tiffin Ave.  
Sandusky, OH 44870

Subject: New-Hire Union Orientation

Dear Mr. Whyde:

The parties have agreed that the Union will be afforded time, not to exceed five (5) hours, during new-hire orientation to conduct private introduction to the UAW and Local 1216.

## **Letter of Understanding**

March, 2012

Mr. Gerard M. Coiffard  
Plant Chairman  
Ventra Sandusky  
3211 Bardshar Road  
Sandusky, OH 44870

Subject: Retirement Eligible Ford Employees – Reload  
Incentivized Supplement Flex N Gate Health Care  
Plan Opt Out

Dear Mr. Coiffard:

This letter confirms our understanding reached during the course of negotiations of the UAW – Flex N Gate Collective Bargaining Agreement (CBA) that UAW – represented Ford Employees employed in the ACH Sandusky operations who accept an incentivized retirement offer from Ford Motor Company (Ford) upon ACH-Ford's transfer of the ACH Sandusky operations to Flex N Gate, and who as part of such transfer accept an offer of employment with Flex N Gate as a UAW-represented hourly worker, will be eligible to receive health care benefits as a Ford retiree in accordance with the provisions of the 2011 UAW –

## Ford Benefits Plans and Agreements (Ford Plans).

Further, it is agreed that any such employee may elect to “opt out” of any health care plan negotiated between the UAW and Flex N Gate as part of the CBA. This initial election will only be made available to an eligible employee accepting an offer of employment from Flex N Gate upon the transfer of the ACH Sandusky operations to Flex N Gate.

Finally, any employee accepting an incentivized retirement offer, as described above, who therefore, in accordance with this letter, becomes eligible to receive retiree health care benefits under the Ford Plans and elects to “opt out” of the UAW– Flex N Gate health care plan will be eligible to receive a monthly supplement payable in a lump sum by Flex N Gate. The supplement will be calculated at a rate of \$4.00 per straight time hour worked up to a maximum of forty straight time hours in a week.

Employee eligibility for the supplement and the manner in which it will be calculated and paid are as follows:

### **Eligibility**

- Eligible to receive an incentivized retirement offer from Ford including the Special Remote Location Re-employment Incentive (RLREI).
- Accepts the incentivized retirement offer and retires effective TBD from Ford or grows into retirement eligibility during the eight month transition period following the ACH Sandusky operations to Flex N Gate or when eligible to retire pursuant to the provisions of the Special Remote Location Re-employment Incentive (RLREI).
- Accepts the Flex N Gate employment offer and commences employment as a UAW- represented Flex N Gate hourly employee effective TBD.

### **Supplement Amount:**

- Amount to be received each month based on straight time hours worked in a work week up to a maximum of forty (40) straight time hours times \$4.00 per straight time hour.

### **Payment Cycle:**

- Second full pay period in the month following the month

in which the straight time hours are worked by an eligible employee.

The monthly supplement will be payable by Flex N Gate while the employee remains on the active employment rolls of Flex N Gate and has elected to “opt out” of the UAW-Flex N gate negotiated health care plan.

It is agreed that when such an employee is no longer on the active employment rolls of Flex N Gate, the employee’s eligibility for the supplement will cease and the supplement will be discontinued.

Sincerely,

Randy Marko  
Vice President, Human Resources  
Flex-N-Gate

**April 25, 2016**

**Mr. Greg McDermitt  
Human Resources Manager  
Ventra LLC  
3020 Tiffin Ave.  
Sandusky, OH 44870**

**Subject: City Taxes**

**Dear Mr. McDermitt,**

**The Company will begin withholding city income tax for employees' whose resident city is part of RITA beginning January 1, 2017.**

**Sincerely,**

**Gary Marvicsin  
Plant Chairman  
UAW Local 1216**

## **Subject: Ratification Bonus**

**This letter is to confirm that the International UAW, Local 1216 and Ventra have agreed on a tentative agreement. Upon ratification of this agreement, Ventra will pay a ratification bonus of \$1,500 to all active, non-probationary employees. The monies will be paid within two (2) weeks of ratification. Those employees who are off of work, will receive the monies upon their return to work.**

**Probationary employees will receive the ratification bonus upon completing their respective probationary period.**

**Sincerely,  
Wes Balazs  
Director of Human Resources**

### **MEMORANDUM OF AGREEMENT – COLLECTIVE AGREEMENT RENEWAL**

**Whereas the Company and the Union are party to a Collective Agreement that expires on August 31, 2020. And whereas the parties have negotiated this Memorandum of Agreement as an amendment of said Collective Agreement.**

**The parties hereby agree as follows:**

- 1. The attached amended Articles are in addition to those previously agreed to in the previous Collective Agreement and therefore constitute the complete package of amendments to the Collective Agreement between the parties. Except as amended herein, the terms and conditions of the previous Collective Agreement will form part of the amended Agreement.**
- 2. The parties hereby agree to unanimously recommend this Agreement to their respective principals for ratification.**
- 3. The amended agreement and all of the attached amended articles and letters as outlined in this renewal Collective Agreement shall be effective on the 1st day of September, 2020 and shall expire on the 31st day of August, 2024.**



For the Company:

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Wes Balazs

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Len Baker

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John Holland

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Bryan Holup

For the Union:

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Chris Sims

---

Brett Whyde

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Rick Fritz

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Todd Cleveland

---

Nicholas M. Nemitz

## **LETTER OF UNDERSTANDING**

### **WORKPLACE COMMITMENT**

**The Company commits to maintaining its current manufacturing operations at the Ventra Sandusky Operations during the term of the current Collective Agreement and the contract renewal agreement dated September 1, 2020, through to August 31, 2024, subject to ongoing customer approval.**

**The Company commits to maintain the 702 Assembly Operation at Ventra Sandusky during the term of the current Collective Agreement.**

**The Company further commits to bid for new work for the Ventra Sandusky facility. This commitment will be dependent upon the ratification of the proposed agreement.**

**However, the parties do recognize that a total elimination of jobs or a reduction in customer demands are out of control of the employer and could result in a possible lay-off of the employees.**

## LETTER OF UNDERSTANDING

**December 11th, 2020**

**Mr. Wes Balazs**

Human Resources Manager  
Ventra LLC  
3020 Tiffin Ave.  
Sandusky, OH 44870

Subject: Cameras

Dear Mr. Whyde,

The Union acknowledges that the Company's use of cameras has the potential to be a contentious issue. Therefore we offer the following solution:

- 1) Cameras can only be utilized in certain circumstances. These circumstances include theft, health & safety, violence investigations, vandalism, or clock in-out verification. Under no circumstances, will cameras be utilized to discipline employees except for incidents which garners disciplinary action related to health & safety and acts of violence.
- 2) Access to view a map detailing every camera location on company property will be provided to the chairperson upon request.

## LETTER OF UNDERSTANDING

**December 11th, 2020**

**Mr. Wes Balazs**

Human Resources Manager  
Ventra LLC  
3020 Tiffin Ave.  
Sandusky, OH 44870

Subject: Process Technicians

Dear Mr. Whyde,

The importance of a well-trained and knowledgeable Process Tech (PMEA) cannot be understated. Classroom training that is mutually agreed upon between the company and the union will be completed by Process Techs in M-2, M-3, M-4 and M-8.

## LETTER OF UNDERSTANDING

**Subject: Safe use and practices related to personal music listening devices within the manufacturing facility.**

**The parties hereby agree to the following terms and conditions as providing the guidelines related to the reinstatement of personal music listening devices within the manufacturing facility. The conditions are as follows:**

- 1) The parties to this agreement recognize that employee safety and safe working practices are fundamental to this consideration of allowing personal listening devices in the manufacturing facility. As such it is a fundamental expectation that employees will self-govern their own adherence to the outlined conditions.**
- 2) The union acknowledges that failure to maintain any of the conditions set forth in this agreement will be grounds for an employee to be disciplined according to the progressive discipline procedure.**
- 3) The union further acknowledges that production and quality requirements will not be comprised or deteriorate as a result of the reinstatement of personal music listening devices in the manufacturing environment.**
- 4) The union acknowledges the reinstatement of personal music listening devices is with the understanding that the use of cell phones for texting or voice calling/receiving is prohibited other than in designated break areas during scheduled rest breaks.**
- 5) The union agrees that no employees with the use of ear buds on a personal music listening device while walking in any aisle way, including going and returning to the designated rest breaks.**
- 6) The use of a personal music listening device while operating a powered or non-powered vehicle is prohibited.**
- 7) The use of a personal music listening device while performing setup or maintenance related operations are prohibited.**
- 8) The use of a personal music listening device while operating or performing any crane setup operation is prohibited.**
- 9) The use of a personal music listening device is allowed to be used with earbuds on an assembly/press line in a work cell.**

**10)The use of a personal listening device is allowed to be used with earbuds in the mold pack out area except when moving dunnage or walking to another pack out area.**

**11) The use of a personal music listening device is allowed to be used with earbuds in a dedicated inspection area.**

**12)The use of a personal music listening device is allowed to be used with earbuds in the regrind room (non-driving).**

**13)The use of a personal music listening device is allowed to be used with earbuds in a designated break area.**

**14)Earbuds will be temporarily be suspended in the production areas operating in safe launch mode.**

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