

AGREEMENT

BY AND BETWEEN

Wisconsin Metal Products

and

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

LOCAL NO. 72



May 1, 2021
through
April 30, 2024

AGREEMENT
Between Wisconsin Metal Products and UAW Local 72
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LABOR AGREEMENT BETWEEN
UAW, ITS LOCAL 72
AND
WISCONSIN METAL PRODUCTS
May 1, 2021 to April 30, 2024

ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into this first day of May 2021 by and between the WISCONSIN METAL PRODUCTS COMPANY, a corporation of Racine, Wisconsin, hereinafter referred to as the “Company” or its successor, and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW, and its Local #72, hereinafter referred to as the “Union”.

WITNESSETH:

WHEREAS: The parties hereto desire to regulate mutual relations between the Company and its factory employees with a view to securing harmonious cooperation between employer and employees and averting disputes;

NOW, THEREFORE: In consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree with each other as follows:

ARTICLE 1 – RECOGNITION

1.01 Recognition

The Company recognizes the Union as the sole exclusive bargaining agency for all its employees. However, this agreement shall not apply to company executives, superintendents, general foremen, head inspector, office and clerical employees together with others whom management, with the concurrence of the Union, may thereafter designate as conditions of the business may necessitate.

1.02 Union Bargaining Committee

The Company further agrees that it will bargain exclusively with the Bargaining committee selected by the Union or any other of its chosen representatives.

1.03 Non-Discrimination

The Company agrees that it will not discriminate against any employee for having joined the Union or for Union activities outside working hours, and that it will not interfere with the rights of its employees to become members of the Union, or attempt to influence them.

1.04 Union Activities

- A. The Union likewise agrees that the employees shall be free from coercion from any source and will not engage in Union activities on Company time; bargaining or adjusting a grievance with the management or its agents shall not be considered “Union Activities” within the meaning of this paragraph, and shall be permissible.
- B. The Union Chairman or his designees shall have the right to discuss a pending grievance with grievant on working time (up to a maximum of twenty-five (25) hours each year) in order to prepare for a scheduled grievance meeting with management.

The time spent by the Union Chairman or his designee shall not be compensated by the Company.

1.05 Union Security

- A. An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union.

- B. An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the forty-fifth (45th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under, and for the duration of, this Agreement.

- C. New employees holding honorable withdrawal or transfer cards shall immediately become a member of the Union upon depositing their withdrawal or transfer cards.

- D. The Union Security (but not dues check-off authorization) provisions of this agreement shall be of no force and effect in any state to the extent that the making or enforcement of such provisions is contrary to such state's law; provided, however, that wherever any such state law is either declared invalid or is repealed or modified to make union security (including any form thereof) lawful, the union security provisions of this agreement will again be in force and effect to the fullest extent permitted by law, including such lesser forms of union security such as "fair share" or "agency fee" if those lesser forms of union security are all that is permitted by state law.

At all times, the following provisions respecting union membership shall remain in effect in the bargaining unit or units covered by this Agreement:

An employee who is a member of the UAW at the time this Agreement becomes effective shall continue to be eligible for membership in the UAW for the duration of this Agreement, subject to such terms as may be enforced by UAW for acquisition and retention of membership.

An employee who is not a member of the UAW at the time this Agreement becomes effective may become a member of the UAW at any time after employment and remain a member of the UAW for the duration of this Agreement, subject to such terms as may be enforced by UAW for acquisition and retention of membership.

1.06 Check-Off of Union Dues

- A. The Company agrees to deduct Union membership dues levied by the International Union or the International Union or Local Union in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed the following "Authorization for Check-Off of Dues" form:

Authorization For Check-Off of Dues

To: Wisconsin Metal Products Company

Date: _____

I hereby assign to Local Union No. 72, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. 72 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time by said Local Union in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This agreement, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947 and otherwise.

(Signature of Employee here)

(Address of Employee)

(Type or Print Name of Employee)

(City) (State) (Zip)

(Date of Signature) (Emp. Clock No.)

(Soc. Sec. No.) (Date of Delivery to Employer)

It is agreed that check-off deductions and payments shall be made monthly as agreed between the Company and the Union.

- B. "Union membership dues", as used herein, means the employees' periodic dues and initiation fees, if any. Should the Local Union later certify to the Company that the amount due as periodic Union dues has changed, the Company shall deduct and remit in accordance with such certification. The Local Union will keep the Company informed of the proper amounts to be deducted in each case.
- C. Union membership dues shall be deducted from the wages of each employee upon properly filling out and signing the Authorization for Check-Off of Dues Form. Union dues will be deducted for the current month in which forty (40) or more hours of compensation is received, and promptly remitted to the Financial Secretary of Local 72 UAW. At the time of such remittance to the Financial Secretary, the Company shall submit the names of the employees from whose pay the deductions are made and the amounts deducted in each case. These deductions shall be made from the wages earned during the third pay period in each calendar month. If the earnings are not sufficient to pay the dues deduction in said third pay period, the deduction will be made the next pay period in which the earnings are sufficient.
- D. The Union shall indemnify and save the Company harmless against any form of liability that shall arise out of any action taken by the Company in reliance upon employee payroll deduction authorization forms submitted to the Company by the Union.

1.07 Change in Ownership

In the event of any change in the ownership, management or operation of the plant or facilities covered by this Agreement by sale, assignment, transfer, lease, merger, consolidation or otherwise, the Company agrees that it will make it a condition of such sale, assignment, transfer, lease, merger, consolidation or other change and provide in the instrument effecting the same that the purchaser, assignee, transferee, lessee or other appropriately designated party as the case may be, together with the Company shall be fully bound by all the terms and conditions of this Agreement and that all rights and benefits of employees deriving from this Agreement shall remain in full force and effect as against such successor, transferee or other appropriately designated party.

ARTICLE 2 - COLLECTIVE BARGAINING

2.01 Collective Bargaining

The Company agrees to the following procedure for collective bargaining, providing for:

- A. Designated Management representatives, or any other chosen representatives of the company
- B. Designated Union representatives which shall consist of the Bargaining Committee and any other of its chosen representatives.
- C. Regular meetings of the parties shall take place upon call by either party. Further meetings shall be held whenever the Company or the Union deems it necessary.

2.02 Grievance Procedure

The following system of presenting and adjusting grievances, to-wit:

- A. Any employee who wishes to present a grievance shall first take up the matter with his supervisor. If no satisfactory adjustment is made, the employee must ask permission to present the matter to a committeeman.
- B. If no satisfactory adjustment is reached, the committeeman shall present the matter to the designated Company representative.
- C. If no satisfactory adjustment is reached as to disposition of the case at this point, the committeeman shall present such grievance in writing for discussion at the next meeting of the Bargaining Committee and Company representatives. The written request shall be in the hands of the Company representatives at least twenty-four (24) hours before the meeting and shall state names of employees involved and nature of complaint.
- D. The company and the Bargaining Committee shall make every effort to dispose of each grievance speedily and within five (5) days after it is registered.
- E. If no satisfactory adjustment is reached as to the disposition of the case after the steps above have been exhausted, the Union will notify the Company in writing of its request to submit the grievance to an impartial Arbitrator.
- F. The Arbitrator shall be a person mutually agreed to by both the Company and the Union. In the event the parties cannot mutually agree upon the selection of an Arbitrator, then the parties will request the Federal Mediation and Conciliation Service to submit a list of seven (7) Arbitrators. Either party shall have the right to reject one complete list of Arbitrators, in which case another list shall be requested from the Federal Mediation and Conciliation Service. The Company shall then and in a joint meeting strike the first name from such list and the Union shall strike one name, and thereafter, the parties shall strike alternately. The person whose name last remains on such list shall be the Arbitrator for the matter at issue. The Arbitrator shall be notified of his selection by joint letter from the Company and the Union, requesting that he submit his available dates for the hearing.
- G. The functions and the jurisdiction of the impartial Arbitrator shall be fixed and limited by this Agreement, and he shall have no power to change, add to, or delete from its terms. He shall have jurisdiction only to determine issues involving the interpretation or application of this Agreement. Any matter coming before the impartial Arbitrator, which is not within his jurisdiction, as herein defined, shall be returned to the parties without decision or recommendation. In the event any disciplinary action (including reprimands) taken by the Company is made the subject of an Arbitration proceeding, the Arbitrator's authority shall, in addition to the limitation set forth herein, be limited to the determination of the question of whether the employee involved has been disciplined for proper cause, except that if he the Arbitrator finds that the penalty assessed by the Company is inappropriate for the offenses committed, he may modify that penalty.
- H. The Company and the Union shall each bear one-half of the cost of the fees and expenses of the impartial Arbitrator.

- I. The decision of the Arbitrator shall be final and binding on the Company, the Union, and the employee or employees involved.

2.03 Compensation

The Company agrees to compensate the committeeman for time lost during working hours at his hourly earning rate, in presenting grievances to the designated Company representative in accordance with Paragraph 2.02 (B) herein. The Company shall compensate the Local Union representatives for all time on a workday processing grievances with management or in meetings with the company on contract negotiations at their vacation rate as computed under Section 8.01 (A). The Company further agrees that if it calls any meetings during working hours that it will also compensate those called at their vacation pay rate.

ARTICLE 3 - DISCIPLINE AND DISCHARGE

3.01 Discipline and Discharge

- A. An employee will not be disciplined or discharged or reprimanded except for just cause. When a disciplinary notice involving suspension or discharge is to be issued, the Company will assemble the employee subject to the discipline, the local Union Chairman and, another Bargaining Committee member(s) or Steward, Foreman and one other member of Management. The employee and his or her Union representative will then be apprised of the reason(s) for discipline and provided with a copy of the disciplinary notice. A copy will also be sent to the international Union.
- B. Upon request, the employee subject to discipline and his or her Union representative shall be afforded a reasonable opportunity to discuss the pending discipline among themselves. Following such discussion, the employee and Union representative may present to Management such facts or circumstances as may be pertinent to the decision to impose discipline.
- C. If an employee files a grievance concerning his or her suspension or discharge, it shall immediately be advanced to Section 2.02 (C) of the grievance procedure and considered thereunder.
- D. In imposing discipline on a current charge, the Company will not take into account any disciplinary action that was taken more than thirty (30) months ago for serious infractions and nine (9) months ago for minor infractions.
- E. Discipline will be issued in a timely manner.

ARTICLE 4 - SENIORITY

4.01 Rules Governing Seniority

- A. The basis for seniority shall be the employee's length of service with the Company. There shall be separate seniority lists for each of the Skilled Trades classifications and for Production. Seniority shall be a factor in the awarding of jobs under the posting procedure, and shall be observed in layoffs, recalls from layoff, shift selection (no more frequently than once each six (6) months) and scheduling of vacations within the Skilled Trades classifications and Production respectively. Skill and ability to do the work involved shall also be a factor. Any deviation from this procedure shall first be agreed upon by the parties. Shift selection will be exercised by first flip-flopping (bumping the person on the same job you hold on the desired shift) seniority

permitting. If that is not possible, the employee may bump the low seniority employee on the desired shift.

- B. For the purpose of providing continued Union representation and for no other reason, the Wisconsin Metal Products Unit Bargaining Committee made up of the Unit Chair, Skilled Trades Bargaining Committee Member and Production Bargaining Committee Member shall have seniority preference over all the employees, conditioned upon the ability to perform the work.
- C. Any employee, being granted a job posting in the Skilled Trades, will remain at the bottom of the seniority list in that department until he has completed eight (8) years in that classification. Once the employee granted a job posting in the Skilled Trades prior to May 1, 2010, has completed eight (8) years, his total shop seniority will apply. A Letter of Understanding was signed May 1, 1996, providing that “date of entry” will be used for establishing Skilled Trades seniority. Employees in the Skilled Trades prior to May 1, 1996 are not affected. Employees granted a job posting in the Skilled Trades after May 1, 2010 will have a date of entry seniority.
- D. Transfer press operators will remain on the press they have posted for during all regular and overtime hours that their press is running. If a transfer press operator arrives late for work, however, he may be assigned to any available work and may not be assigned to work on the press he posted for on the date he is late for work. In the event that operators are needed to fill vacancies for overtime, the transfer alternate will be asked to work first. If there are still vacancies, transfer operators by seniority by shift will be asked to work on the press that is needed. If more operators are needed, then by seniority from the floor operators to fill needs. When there are only three (3) transfer operators available on a shift they can be assigned to any transfer press. If work is not available or not required on a transfer press for one hour or more, the transfer operators assigned to that press can be temporarily assigned to other work for which they are qualified.
- E. If there is an emergency or if the company believes that work will not be available or required on any other production operation for one hour or more, employees may be assigned to the work of other classifications, so long as they are qualified to perform the work safely.
 - a. When assigned outside their classification, incentive employees will be paid as provided by the incentive plan, Exhibit C.
 - b. When assigned outside their classification to a different non-incentive classification, non-incentive employees will be paid at the rate of their regular job or the job temporarily transferred to, whichever is higher.
 - c. When assigned to an incentive job, non-incentive employees will receive the earnings of the incentive job or their regular rate of pay whichever is higher. Temporary transfers under this section will be made only to reasonably utilize employee’s available time or to satisfy customer needs.
- F. The following classifications, Skilled Trades, Die Setter, Die Setter/Operator, Warehouse Clerk, Shipping Clerk, 950T Transfer Operator, 1500-3 Transfer Operator, and 1800 Transfer Operator will be considered non-bumpable classifications for purposes other than layoff, recall, and shift preference.

- G. Laid-off skilled trades employees will be offered opportunities for non-skilled work prior to new employees being hired. Employees accepting a non-skilled opportunity under this section will be given a non-skilled date of entry. They shall retain their skilled trades seniority date and be transferred to their skilled classification should an opening occur.

4.02 Probationary Period

- A. New employees shall be hired on a forty-five (45) working day probationary period. Date back to date of hiring.
- B. New employees will be allowed to work the day shift for a training period not to exceed their forty-five (45) working day probationary period so management can observe their ability.

4.03 Loss of Seniority

Any employee shall lose his seniority rights for the following reasons only:

- A. If he should voluntarily terminate his employment with the Company.
- B. If he should remain away from work more than three (3) working days without notifying the Company, and not having a valid excuse.
- C. In the event an employee is to be discharged, the Bargaining Committee shall be notified promptly, and the matter shall be the subject of negotiations.
- D. An inactive employee who has been recalled but does not report to work within three (3) working days. If the employee is out of town, the period shall be seven (7) days. "Recall" will include a phone call, notification to the Union, and, if necessary, a registered letter. It is the employee's responsibility to keep the Company informed of his current phone number and address.

No employee shall lose his seniority if failure to comply with this rule is caused by circumstances beyond his control.

- E. An employee who is laid off temporarily shall have the privilege of obtaining a leave of absence not to exceed thirty (30) days, to work for another employer, and he shall not lose his seniority rights thereby, provided in writing by the Company and the Bargaining Committee. After such period he may apply for extensions, not to exceed thirty (30) days, which must be agreed to in like manner.
- F. An employee laid off for a period of time equal to his length of service shall lose his seniority. An employee hired after May 1, 2007 laid off for a period of time equal to his length of service up to maximum of 24 months shall lose his seniority. However, any laid off employee shall be retained on the seniority list for a minimum of one year.

4.04 Layoff Procedure

- A. **NORMAL FORCE**
All employees having five (5) or more years of seniority shall head the seniority list and shall be considered the regular normal working force.

The regular work week shall be forty (40) hours except that working hours for each department shall depend upon demand for the product of that department and skill and ability to do the work.

B. LAYOFF AND RECALL

Employees shall be laid off according to seniority and be recalled the same way; that is, the employee last laid off shall be the first recalled. Any deviation in the layoff or recall procedures shall be mutually agreed to by the parties.

4.05 Layoff Notice

The Union shall receive not less than forty-eight (48) hours written notice when any of its members are to be laid off. Layoffs shall commence on Mondays. Saturday and Sunday will not be included as days counted toward the notice.

4.06 Seniority List

The Company shall furnish a master seniority list to the Bargaining Committee, and this shall be brought up to date upon the Union's request.

4.07 Service in the Armed Forces

In the matter of employees returning from service in the Armed Forces of the United States, the applicable Federal Laws shall apply.

4.08 Job Posting

A. When a job vacancy occurs in the bargaining unit a notice briefly describing the job will be posted by the Company for two (2) working days at all time clocks. The following information will be included in the notice.

1. Date and time of posting the notice.
2. Rate of pay of vacant job.
3. Job classification and description of work involved.
4. Date and closing time of bid.
5. Number of employees required.

B. In making the selection, the Company will make the selection based on the employee's seniority. An employee selected by the Company as a result of job posting, must remain on the job for which he posted for a period of nine (9) months unless the Company disqualifies him under Section C below, or he is otherwise removed from the job by the Company or if the new opening is for an apprentice position.

C. The employee selected will be given a ninety (90) working day trial period. However, nothing herein shall prohibit the company from disqualifying the employee at an earlier time, providing that the local Union Chairman has been kept informed of the employee's lack of progress. When appropriate and, by mutual agreement of the parties, the trial period may be extended.

D. The Company may hire three Skilled Trades Journeymen from the outside during the life of this agreement. When the third Journeyman is hired one apprenticeship must be offered. Skilled Trades includes Maintenance Electrician, Maintenance Machine Repair, and Tool & Die.

- E. The Company will provide the Union with copies of all updated job descriptions upon request

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.01 Work Day

Eight (8) consecutive hours (dinner period excepted) in any twenty-four (24) hour period shall be the regular working period. Starting hours shall be 7:00 a.m. for first shift, 3:00 p.m. for 2nd shift and 11:00 p.m. for 3rd shift. Changes in starting hours will be agreed upon by the Company and the Bargaining Committee.

5.02 Work Week

The work week for day shift employees shall begin Monday A.M. and end Friday P.M. Forty (40) hours shall be the regular working week.

5.03 Overtime Work

- A. Time and one-half the regular rate of pay shall be paid for all work in excess of eight (8) hours per day, Monday thru Friday. Saturday work shall be paid for at the rate of time and one-half of the regular rate of pay. Sunday and holiday work shall be paid for at double the regular rate of pay. The payment for holiday work shall be in addition to the payment as set forth in Article 9.

An employee may elect to convert up to eight (8) hours of pay for holidays worked to equivalent compensated time off. Time off to be scheduled by mutual agreement between the employee and the company so that there is no adverse effect on company operations.

- B. Reasonable overtime (not to exceed twenty (20) hours each month) shall be mandatory, provided the employee(s) receive one (1) hour notice of daily overtime (which may not exceed three (3) hours per shift) and that notice of weekend overtime is given prior to 2:00 p.m. on the Thursday preceding the overtime. All other overtime shall be voluntary.
- C. Reasonable Overtime as provided for in B. above shall be assigned in order of seniority, to employees at work in the classification and on the shift where the overtime is required, Voluntary Overtime shall be offered to all within the classification prior to the Company offering it to qualified employees outside the classification. There shall be no bumping from shift to shift or classification to classification for overtime assignments as a matter of right. The Company may offer overtime to an employee from another shift or classification if its manpower requirements cannot be satisfied under these procedures.
- D. When only one or two part numbers are to be run on overtime, the employees may work in any job classification(s) they are qualified for.

5.04 Call in Pay

- A. No employee shall be called to work unless the Company can furnish him or her with at least three (3) consecutive hours of employment or pay in lieu thereof; provided, however, that the Company shall not be held responsible under this rule for any conditions beyond its control or power failure at its source.

- B. Reporting-in pay. An employee who reports for work when he has not been notified in advance that there is no work available shall be paid for not less than three (3) hours at his average or hourly rate, provided that he is not assigned to other work. If he refuses to do work assigned to him or if the employee has not given the Company his latest and correct telephone number he will receive no pay. This clause does not apply when work is not available due to power failure at its source, acts of God, similar causes.

ARTICLE 6 - LEAVE OF ABSENCE

6.01 Leave of Absence

A leave of absence shall be granted to employees upon their request for reasons acceptable to the Company and Union of up to thirty (30) days duration and the right of renewal for cause shall be granted an extension of up to thirty (30) additional days without loss of seniority.

6.02 Medical Leave

Employees temporarily unable to fully perform the responsibilities of their job due to a medical or physical disability shall notify the Employer as soon as such physical or medical disability occurs or is known that it will occur (i.e., scheduled surgery, etc.) and shall apply for a leave of absence in writing. Any request for a leave shall be in writing on a form provided by the Employer. Leaves granted under this section shall be for the period of disability substantiated by the employee's physician and for the period specified therein. When no definite dates of disability are specified, the leave shall not exceed thirty (30) days.

Leaves may be extended upon presentation of the employee's or the employee's physician's statement indicating continued disability for like periods. The Employer will require a statement from the employee's physician permitting the employee to resume work at the expiration of the leave.

6.03 Conventions

Employees selected to represent the Union at conventions shall be granted leaves of absence for the convention period without loss of seniority. In addition, the Company will grant to Union officers (not to exceed two (2) in number) no more than three (3) leaves of absence without loss of seniority during the term of this Agreement. Such leave need not be granted unless the officer(s) involved have given the Company at least one (1) week's advance notice.

ARTICLE 7 - WAGES

7.01 Piece Rate

Details of the incentive system are attached hereto and made a part hereof as "Exhibit C".

There shall be a process for review of incentive standards, including review by a Union International Time study Representative if necessary.

7.02 Shift Premium

Employees on the second shift shall receive seventy-five cents (\$.75) per hour in addition to their regular earnings. Employees on third shift shall receive seventy-five cents (\$.75)

7.03 Wage Classifications

The wage classifications and the rates of pay shall be attached hereto and made a part hereof as "Exhibit A".

ARTICLE 8 - VACATION PLAN

8.01 Eligibility

A. All employees who have at least three (3) months, but less than one (1) year of seniority prior to June 1, shall receive vacation with pay, providing that they are on the payroll June 1, on the following basis:

Three (3) months but less than six (6) months	Ten (10) hours
Six (6) months but less than nine (9) months	Twenty (20) hours
Nine (9) months but less than twelve (12) months	Thirty (30) hours

Those employees with less than one (1) year of seniority prior to June 1, who quit, shall forfeit their vacation pay.

If terminated or retired, employees will receive any vacation earned but not paid. However, they will not be entitled to any accrued vacation pay.

B. All employees who have at least one (1) year of seniority prior to June 1, shall receive one (1) week of vacation with pay. Employees entitled to full vacations shall receive vacation pay on the following basis:

1. One (1) year but less than three (3) years of seniority on or before June 1... 60 hours.
2. Three (3) years but less than five (5) years of seniority on or before June 1...100 hours.
3. Five (5) years but less than ten (10) years of seniority on or before June 1...140 hours.
4. Ten (10) years on or before June 1...180 hours.
5. For employees hired prior to May 1, 2010 only: Eighteen (18) years or more of seniority on or before June 1...200 hours...5 weeks.

C. All employees who have at least one (1) year of seniority on or before June 1 and who have worked ten (10) or more months in the vacation year prior to June 1 shall receive full vacation pay.

8.02 Vacation Pay

A. Vacation pay shall be computed on the basis of an employee's average straight time hourly earnings during the last eight payroll periods of employment prior to June 1.

B. Employees shall receive their vacation pay at the time of their vacation. Any unused vacation pay will be paid at the end of the vacation year.

8.03 Pro-Rating of Vacation Pay

Employees shall receive one-twelfth (1/12) of their full vacation pay for each month worked up to and including eight (8) months worked in the vacation year.

Employees unable to work regularly scheduled hours due to a Worker's Compensation injury will continue to accrue paid vacation time.

This applies to work related injuries sustained during the course of employment at Wisconsin Metal Products.

This will affect no other benefits offered other than vacation and does not affect any situations or conditions from prior years

This is for the vacation year starting June 1st, 1998 and will continue in effect until amended by both parties.

8.04 In Case of Death

Vacation pay for employees otherwise eligible who die before vacation is taken shall be paid to the beneficiary as determined by the life insurance designation in the pay period following death.

8.05 Time of Vacation

- A. Vacation period for all employees shall be between June 1st and May 31st of the vacation year.
- B. There will be a sign-up period for the entire vacation year, based on seniority, starting April 15 and ending May 15th of each calendar year. Once an employee has been granted his scheduled vacation, no other employee may bump that scheduled vacation. An employee may lock-in a maximum of fifteen (15) vacation days. These fifteen days can be designated as single days or longer but may cover no more than five (5) separate occasions.
- C. Employees who have provided a two-week notice of a scheduled vacation will not have their vacations canceled, once approved, no other employee may bump that scheduled vacation.

8.06 Time of Vacation Shutdown

- A. A plant shutdown for vacations will not commence before June 1 and it will not extend beyond the end of the last week in August which is one full calendar week before Labor Day. The plant shall not be shut down for more than two (2) total weeks during the shutdown period The Company will post the vacation shutdown notice by the first of May each year. The Company may not change a vacation shutdown notice after May 1, except by mutual agreement with the Union. This section shall not preclude the employer from other plant shutdowns or layoffs due to lack of work, acts of God, etc.
- B. For employees entitled to more than one week of vacation, the additional weeks of vacation shall be by mutual agreement between the Company and the Employee.

8.07 Vacations Non-Cumulative

Vacations cannot be accumulated from year to year and should be taken during the period designated.

8.08 Loss of Vacation

Any employee shall lose his vacation rights if he shall have been discharged for just cause.

ARTICLE 9 – HOLIDAYS

9.01 Holidays

The following days shall be designated as holidays when the plant is on a five-day, eight hour schedule:

2021-2022

Memorial Day	05/31/21
Independence Day	07/05/21
Labor Day	09/06/21
Thanksgiving Day	11/25/21
Day After Thanksgiving	11/26/21
Christmas Eve	12/23/21
Christmas Day	12/24/21
New Year’s Eve	12/30/21
New Year’s Day	12/31/21
Good Friday	04/09/22
Floating Day	07/06/21

2022-2023

Memorial Day	05/30/22
Independence Day	07/04/22
Labor Day	09/05/22
Thanksgiving Day	11/24/22
Day After Thanksgiving	11/25/22
Christmas Eve	12/26/22
Christmas Day	12/27/22
New Year’s Eve	01/02/23
New Year’s Day	01/03/23
Good Friday	04/07/23
Floating Day	07/05/22

2023-2024

Memorial Day	05/29/23
Independence Day	07/04/23
Labor Day	09/04/23
Thanksgiving Day	11/23/23
Day After Thanksgiving	11/24/23
Christmas Eve	12/25/23

Christmas Day	12/26/23
New Year's Eve	01/01/24
New Year's Day	01/02/24
Good Friday	03/29/24
Floating Day	07/03/23

The following days shall be designated as holidays when the plant is on a four-day, ten-hour schedule:

2021 -2022

Memorial Day	05/31/21
Independence Day	07/05/21
Labor Day	09/06/21
Thanksgiving Day	11/25/21
Christmas Eve	12/22/21
Christmas Day	12/23/21
New Year's Eve	12/29/21
New Year's Day	12/30/21
Floating Day	07/06/21

2022 -2023

Memorial Day	05/30/22
Independence Day	07/04/22
Labor Day	09/05/22
Thanksgiving Day	11/24/22
Christmas Eve	12/26/22
Christmas Day	12/27/22
New Year's Eve	01/02/23
New Year's Day	01/03/23
Floating Day	07/05/22

2023 -2024

Memorial Day	05/29/23
Independence Day	07/04/23
Labor Day	09/04/23
Thanksgiving Day	11/23/23
Christmas Eve	12/25/23
Christmas Day	12/26/23
New Year's Eve	01/01/24
New Year's Day	01/02/24
Floating Day	07/03/23

No work whatsoever shall be performed on Labor Day.

The floating holiday will be designated to a specific day each year. For the 2020 contract the floating holiday will be observed on July 1, 2020.

9.02 Holiday Pay

The Company will compensate all employees for each designated holiday on the basis of eight (8) hours pay at straight time hourly earnings when the plant is on a five day, eight hour

schedule and ten (10) hours pay when the plant is on a four day, ten hour schedule. Incentive workers will be paid their most recent average as computed in section 8.02A.

9.03 Eligibility for Holiday Pay

To qualify for holiday pay, the employee must have:

- A. Completed his probationary period.
- B. Worked his last scheduled work day and his next scheduled work day after the holiday, provided that absences on either of these days was due to a regular scheduled vacation, bonafide illness, Family and Medical Leave (FMLA), industrial injury, jury duty, being subpoenaed as a witness, bereavement leave, or leave of absence under Article 6.03, shall not disqualify an employee. Holiday pay will not be paid during other leaves of absence.
- C. The Company agrees not to operate on the Saturday when the Holiday falls on Friday or Monday.

9.04 Holiday During Vacation

In the event the Company schedules a plant vacation shutdown during a holiday week, an employee absent on vacation during such week will receive holiday pay if otherwise qualified.

ARTICLE 10 - INSURANCE

10.01 Insurance Plan

The Insurance Plan summarized in this Article will be continued in force for the term of this Agreement although the coverage and the carrier providing the coverage may be changed in accordance with the language in 10.02 A.

COVERAGE:

For Employees only:			
Life Insurance			\$ 25,000
Retirees' Life Insurance:			
Current Retirees as of			
May 1, 2014			\$ 5,000
Weekly Sickness & Accident Benefit:			
First day accident:	5-01-17		\$500
Eighth day sickness disability:			
Twenty-six weeks maximum duration			

For Employees and Dependents:

- A. The Dental Program will be self-funded by the Company. Benefits are attached hereto and made a part hereof as "Exhibit D".

10.02 Insurance Paid by the Company

- A. Effective May 1, 2021, Employees will pay a percentage of the monthly healthcare premium per week in pretax dollars for health insurance, the percentages agreed to shall be attached to this agreement in an appendix. Any additional increases in the insurance premium currently paid by the Company will be paid by the Company during the life of this Agreement. The Insurance Plan shall be the WI Humana NPOS LFP 19 HPHP – Open Access Plan which is incorporated as a part of this Agreement. The company shall establish a Health Savings Account (HSA) and contribute \$750 single/\$1,500 Limited Family/\$1500 Family to each employee’s HSA prior to July 1, of each calendar year. There shall be no further other Company contributions to the HSA during the life of this agreement. The Company shall also establish a Health Reimbursement Arrangement (HRA) to reimburse employees an additional \$2,000/\$4,000/\$4,000 after they have incurred \$1,250/\$2,500/\$2,500 in out-of-pocket costs. The company shall have the right to change the carrier or carriers for group health provided, however, that the Company will give the Union prior notice of its intention to change carriers and an opportunity to discuss the matter prior to any change in carriers and provided that the coverage afforded under any replacement policy or policies must provide reasonably similar coverage in the aggregate as that currently in force. Any disagreement on whether the coverage satisfies that standard will be settled by an arbitrator on an expedited basis under Article 2.

Up to 50% of the hourly employees may opt out of the health insurance plan. Eligibility will be determined by plant seniority.

- B. Employees on Worker’s Compensation, Sickness and Accident leave and while working limited hours during rehabilitation from the above will be required to pay one half of the applicable weekly employee contribution for health insurance.

ARTICLE 11 - PENSION AGREEMENT

11.01 Pension Agreement

The Pension Agreement as amended effective May 1, 1984 is hereby made a part of this Agreement and attached hereto marked Exhibit “B”.

In addition, the parties have adopted and hereby incorporate into the Collective Bargaining Agreement the Preferred Schedule for the National Integrated Group Pension Plan Rehabilitation Plan as agreed to by the parties on January 26, 2010 and which is contained in a separate document.

ARTICLE 12 - GENERAL

12.01 Union Responsibility

The Union agrees that its officers shall be on the alert for infractions of this Agreement or of any established rules by its members and will do everything in its power to protect the rights of the Company and employees alike.

12.02 No Strike Clause

Since arbitration of grievances is provided for in this Agreement and provisions of the National Labor Relations Act are available to remedy unfair labor practices and negotiation is available to determine wages, hours and other terms and conditions of employment, the Union and each of its members agree that for the term of this Agreement, there shall be no strike, sympathy strike, work stoppage, slow down, concerted refusal to work overtime or other interference with production.

12.03 No Lockout Clause

The Company agrees that there shall be no lockout of its employees during the life of this Agreement.

12.04 Hiring Preference

The Company agrees to give preference to Racine County residents when hiring new help.

12.05 Work Restriction by Foremen

Salaried employees will be permitted to perform work provided that it is for instructional purposes to the employees of the area, or experimental work with the assistance of the appropriate hourly personnel or in unforeseen circumstances that call for prompt and short term action to satisfy immediate customer needs, or to avoid damage to plant or equipment or injury to employees. Salaried employees are employed for the purpose of carrying out supervisory or other salaried functions and not for the purpose of displacing any bargaining unit employees.

12.06 Bulletin Board

The Company agrees that copies of this Agreement shall be posted upon the Bulletin Board in the plant within five (5) days after date.

12.07 Equal Pay

The Company agrees not to replace male employees with female employees unless such female receives the same rate of pay as male employees on such jobs.

12.08 Forty Hour Week

The Company agrees that it will maintain a sufficient amount of regular work within its plant to supply its employees with at least forty (40) hours work per week before any of its work is sublet to any outside company. The following work may be designated for outsourcing even when employees with five or more years of seniority are laid off where the Company does not have the equipment to effectively perform the work and when the active employees do not have the ability to perform the work within the time frame needed to meet production schedules:

- New dies
- Engineering changes on current dies
- Any detail needed in an emergency which is defined as an urgent and unpredictable event.

- Replacement details requiring:
 - Wire EDM
 - Conventional EDM

- Blanchard Grinding
- 3D Machining
- Parts too large for our machines

The Company will provide the Union Chairman and Skilled Trades Representative with advance notice of any contemplated outsourcing or subcontracting action regarding skilled trades work when any skilled trades employee is laid off. The Company will provide the Union Chairman with advance notice of any contemplated outsourcing or subcontracting action regarding production work when any production worker is laid off. Upon request the Company will meet with the Union Chairman and where appropriate, the Skilled Trades Representative before the work is outsourced or subcontracted to discuss whether the work can be performed in house given the available on roll manpower, equipment, and timeliness issues involved. The parties will also consider whether there is enough work to justify the recall of a laid off employee.

12.09 Health and Safety

- A. The Company agrees that the regulations of Chapter 101 of the Wisconsin Statutes, concerning safety, and the safety rules published by the Industrial Commission of Wisconsin shall set the standards for safety.
- B. Wisconsin Metal Products shall furnish prescription safety glasses to its employees.

PROCEDURE FOR PROCUREMENT

(Original issue of new glass and frames)

In order for the employees to procure safety glasses, the following conditions are to be complied to:

- 1. Request glasses through the Union Committee.
- 2. Wisconsin Metal Products shall issue a purchase order to the Optometrist of company’s choice, stating:
 - a. Type of frame.
 - b. Safety glasses.
 - c. Testing of eyes to prescribe proper lenses.

OWNERSHIP OF SAFETY GLASSES

Safety glasses shall remain the property of the employee.

REPAIR OF PRESCRIBED SAFETY GLASSES

- 1. Wisconsin Metal Products will replace safety lenses of original glasses when:
 - a. Broken during job performance caused by accident beyond the control of the employee, subject to Wisconsin Metal Products’ decision.
 - b. Through service the lenses have become pitted to the extent of impairing the eyesight of the employee. This shall be determined by Wisconsin Metal Products.

2. At the time of any replacement of lenses, the employee wishes to have his eyes examined for lens correction, then said examination shall be at the expense of the employee.
- C. A Joint Safety Committee, composed of selected Union employees and Company Representatives shall serve as a shop safety committee. Meetings will be held when necessary to discuss and enforce safety and sanitation rules in the plant.
- D. The Company will pay the costs for Maintenance Department uniforms. This will include six (6) sets of shirts and pants per week.

12.10 Jury Service Pay

Any employee who has one (1) or more years of seniority and who is summoned and reports for jury duty in a court of record will be reimbursed by the Company for each day on which he performs such jury duty and on which he would otherwise have been scheduled to work, in accordance with the succeeding provisions of this section:

- A. If he is absent for his entire shift because of such jury duty, he will be paid the difference between his jury duty and eight (8) hours of pay at his straight time earnings (excluding shift premium) for the pay period immediately prior to such jury service.
- B. If he performs such jury duty and works on the same day, he will be paid the difference, if any, between his actual earnings for that day plus the jury pay received and eight (8) hours of straight time earnings (excluding shift premium) for the pay period immediately prior to such jury duty.
- C. 2nd shift employees shall receive ½ day (4 hours) off for each 4 hours or less served and a full day off, 8 hours for more than 4 hours served.
- D. Reimbursement to an employee under this section shall be payable only if the employee:
 1. Gives the Company prior notice of his summons for jury duty.
 2. Presents evidence satisfactory to the Company that jury duty was performed on the day or days for which such reimbursement is claimed.

12.11 Cost of Living

A Cost of Living Allowance shall be determined as set forth below on the basis of changes in the Consumer Price Index (1967 = 100) United States average, published by the Bureau of Labor Statistics, U.S. Department of Labor (herein referred to as the BLS-CPI).

- A. Effective with the first pay period after the date of signing this Agreement, and the first pay period beginning on or after each quarterly date thereafter through May 1, 1980 adjustments shall be made in the cost of living allowance based on the BLS-CPI of March, 1977 and of each third month thereafter.
- B. The amount of the cost of living allowance which shall be effective for the three (3) month period following each adjustment date provided in subsection (A) shall be one cent (\$.01) per hour adjustment for each 0.344 change in the BLS-CPI.

- C. In no event shall a decline in the BLS-CPI below the May 1st figure of each year provide the basis for any reduction in wages.
- D. The amount of the cost of living allowance in effect at the time shall be included in computing overtime premium, vacation payments, holiday payments, call-in pay, bereavement pay or jury duty pay.
- E. In the event the Bureau of Labor Statistics does not issue the BLS-CPI on or before the beginning of the pay period referred to in subsection (A) of this Section, any adjustments required shall be made at the beginning of the first pay period after receipt of the index.
- F. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS-CPI for any base month.
- G. The continuance of the cost of living allowance shall be dependent upon the availability of the monthly BLS-CPI in its present form and calculated on the same basis as the index for July 15, 1968, unless otherwise agreed upon by the parties.

12.12 Bereavement Pay

The Company agrees to provide for bereavement pay as follows:

Forty (40) hours pay for absences which are caused by death in the most immediate family. The most immediate family shall mean spouse, child, parent, stepparent, stepchild,

Twenty four (24) hours pay for absences which are caused by spouse's parent, spouse's stepparent, spouse's stepchild, domestic partner, grandparent, spouse's grandparent, brother, sister, brother in law, sister in law. Forty (40) hours pay when the funeral is held more than 200 miles from Racine.

Proper documentation must be provided that funeral/memorial was attended (Printout of obituary will not be accepted)

12.13 Recreation Fund Contribution

Effective with the ratification of this Agreement, the vending machine commission (profits) formerly remitted to the Company will be paid into a separate fund which shall be used for the purpose of providing recreational activities for the members of the bargaining unit. The parties have agreed to consider making lunchroom improvements. A portion of these improvements, if beneficial to the employees, will be paid from the vending proceeds. This obligation shall terminate upon the expiration of the Agreement.

12.14 Replacement of Broken Tools

In those instances, wherein personal tools are damaged or destroyed on the job, management will arrange for the replacement of tools with same or greater quality.

ARTICLE 13 - DURATION OF AGREEMENT

This Agreement shall be effective as of June 12, 2020 and remain in effect until April 30, 2021, and from year to year thereafter, unless either the Company or the Union, by notice in writing not less than sixty (60) days prior to April 30, 2021 or the expiration date of any annual year thereafter shall indicate a desire to change this Agreement or terminate the same.

ARTICLE 14 - APPRENTICESHIPS

The Parties have agreed to an apprenticeship program that is contained in a separate document and is referred to as the “Apprenticeship Agreement Between Local 72 UAW and Wisconsin Metal Products” and is made a part of this collective bargaining agreement.

All tuition, books and compensation to be paid in full by the Company.

ARTICLE 15 - DRUG AND ALCOHOL POLICY

The Parties have agreed to a drug and alcohol policy that is contained in a separate document and is referred to as the “For Cause Drug and Alcohol Testing Policy” and made a part of this collective bargaining agreement.

ARTICLE 16 – MANAGEMENT RIGHTS

The management of the plant and the direction of the working forces and of the general affairs of the Company shall be vested exclusively in the Company. This provision includes, but is not limited to, the right to hire, transfer according to this Agreement; suspend or discharge for proper cause, or to lay off due to lack of work according to the Agreement; to determine production schedules, to assign the work, where it shall be done (physical location in the plant), and the supervision of each employee; to make promotions and demotions according to this Agreement; to post reasonable rules and conditions of employment covering the operation of the plant and the conduct of employees within the plant; to determine products to be manufactured, where they are to be manufactured, the materials to be used, to establish reasonable production standards, and the methods and process to be employed. The rights reserved to the Management in this Section shall not be applied in a manner inconsistent with any other provision of the Agreement.

IN WITNESS WHEREOF: May 1st, 2021

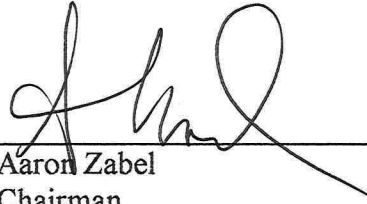
The parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year first written above.

WISCONSIN METAL PRODUCTS

UAW LOCAL 72



Rob Stillman
President



Aaron Zabel
Chairman



Joe Dorsey
Business Operations Manager



Norman Wilson III
Production



John Bohn
Skilled Trades



Anthony Rainey
International Representative

EXHIBIT "A" WAGES

The Company agrees to the rates listed in Exhibit "A" as follows:

There will be no cost of living increases as covered by Article 12.11.

Classification	5/1/2021	5/1/2022	5/1/2023	
Maintenance Electrician	\$27.10	\$27.78	\$28.54	
Maintenance Machine Repair	\$27.10	\$27.78	\$28.54	
Tool & Die	\$27.10	\$27.78	\$28.54	
Die Setter	\$20.52	\$21.04	\$21.61	
Die Setter/Operator	Incentive	\$20.52	\$21.04	\$21.61
Shipping Clerk	\$20.52	\$21.04	\$21.61	
Warehouse Clerk	\$17.98	\$18.43	\$18.94	
Trucker	\$17.98	\$18.43	\$18.94	
Laborer Custodian	\$16.42	\$16.83	\$17.30	
Press Operator, Base Rate	\$15.28	\$15.66	\$16.09	
Trainer Operator, Base Rate	\$15.28	\$15.66	\$16.09	

A \$300.00 bonus will be paid by separate check to each employee on or about December 15 each year, who has completed nine months of credited service during the calendar year.

APPRENTICE RATES

Hours	Percentage of Current Rate
0-999	60%
1000-1999	65%
2000-2999	70%
3000-3999	75%
4000-4999	80%
5000-5999	85%
6000-6999	90%
7000-7999	95%
8000	100%

EXHIBIT "B" PENSION AGREEMENT

AGREEMENT entered into this 26th day of September, 1967, by and between WISCONSIN METAL PRODUCTS COMPANY, hereinafter referred to as the "Employer" and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW) and its LOCAL 557, hereinafter referred to as the "Union".

The Employer and the Union hereby agree to provide retirement income benefits by electing participation in the National Industrial Group Pension Plan, hereinafter referred to as the "Plan". As part of such participation it is further agreed as follows:

A. CONTRIBUTIONS

1. The Employer shall pay to the Trust Fund established under the National Industrial Group Pension Plan a sum equal to ten cents (\$.10) for every hour on and after March 1, 1967, for which each employee works. The benefits under the plan shall be those, as calculated by the Plan's Administrator, which the contributions can provide.
2. All required payments shall be made in accordance with rules established by the Board of the National Industrial Group Pension Plan.

B. PAST SERVICE:

For purposes of computing past service under this Plan an employee shall be credited with past service on the basis of the total seniority which he holds with the Company on the contribution commencement date, shown in 1, above.

C. FUTURE SERVICE:

For purposes of computing future service credits under this Plan, when an employee's hours worked are less than 1800 hours, an employee shall be credited with his compensated hours for paid vacation and paid holidays.

D. DURATION OF AGREEMENT

The Agreement shall continue in full force and effect from May 1, 2017 until April 30, 2018 and thereafter unless either the Employer or the Union serves upon the other not more than 60 days prior to the expiration of this Agreement a written notice of desire to negotiate with respect to modifications of the provisions hereof.

The Employer and the Union have caused this Agreement to be executed the day and year first written above.

WISCONSIN METAL PRODUCTS

/s/ John Janes
President

/s/ Victor Osimitz
Vice-President

UAW LOCAL 557

/s/ Richard Meyers
President

/s/ Charles Palatino
Secretary

/s/ Carl Nimz
Plant Manager

/s/ John Leszczynski
Committeeman

/s/ Tony Valeo
International Representative

Effective Date	Contribution per Hour	Effective Date	Contribution per Hour	Effective Date	Contribution per Hour
03-01-67	.10	05-01-87	1.26	01-01-16	1.98
05-01-69	.12	05-01-88	1.31	01-01-17	2.04
05-01-70	.14	05-01-89	1.36	01-01-18	2.10
05-01-71	.16	05-01-90	1.41	01-01-19	2.16
05-01-72	.21	05-01-92	1.45	01-01-20	2.23
05-01-73	.26	05-01-93	1.47	01-01-21	2.30
05-01-74	.31	05-01-94	1.49		
05-01-75	.36	05-01-95	1.51		
05-01-76	.41	05-01-96	1.53		
05-01-77	.51	05-01-97	1.55		
05-01-78	.61	05-01-98	1.57		
05-01-79	.71	05-01-01	1.60		
05-01-80	.81	01-01-10	1.66		
05-01-81	.91	01-01-11	1.71		
05-01-82	1.01	01-01-12	1.76		
05-01-84	1.06	01-01-13	1.81		
2.1605-01-85	1.11	01-01-14	1.87		
05-01-86	1.21	01-01-15	1.92		

EXHIBIT “C”

The Employee Cap per week dollar amounts are the most an employee would pay per week and are calculated at premiums increasing by 12% each year.

2021	2021 Employee Share	Employee Cap per week
Employee	38%	\$65.00
Employee + Child	20%	\$65.00
Employee + Spouse	20%	\$75.00
Family	18%	\$99.00
2022	2022 Employee Share	
Employee	36%	\$69.00
Employee + Child	24%	\$87.00
Employee + Spouse	24%	\$101.00
Family	21%	\$129.00
2023	2023 Employee Share	
Employee	34%	\$73.00
Employee + Child	26%	\$106.00
Employee + Spouse	26%	\$122.00
Family	24%	\$165.00

EXHIBIT “D”

Wisconsin Metal Products Company

Incentive Program

Section 1

It shall be the responsibility of the Company to establish and maintain fair and equitable incentive standards. Incentive standards shall be of the standard hour type, and payments will be made on the basis of pieces produced over the allowed time per piece. Incentive standards are established and maintained on the “one-for-one” basis, i.e., one percent (1%) increase in earnings for one percent (1%) increase of acceptable production above the established incentive standard.

1. Incentive production standards are:
 - (a) Based on capacity of a normal worker (100% represents normal). Working under the conditions and circumstances that existed at the time a time study was made for the purpose of setting the standard. Standards based on normal shall apply to all incentive operations.
 - (b) Give due consideration to the quality of workmanship required.
 - (c) Give due consideration to fatigue, personal time, and delays.
 - (d) The Company will only time a job in the middle of a basket, truck or crate.
2. A production standard, incentive rate (as described in 1.) shall not be considered to be established until all of the workers to whom it applies have been notified as to what it is, and at least thirty (30) days have passed following such notification. If no grievance is filed during the period specified above, the standard shall be considered to be an established one.

Section 2

Incentive standards under the incentive system shall be based on continuous stopwatch studies. Continuous stopwatch studies will be used by the Union Time Study Representative to check any new or revised standard.

Section 3

The incentive plan shall be continued with incentive standards which permit the average employee(s) in the classification or group, as the case may be, working at a normal incentive pace which the employee can maintain eight (8) hours a day, five (5) days a week, without injury to himself, the machinery and equipment, or other employees, to earn approximately twenty-five percent (25%) above base rate. Some rates may provide opportunity somewhat

more than twenty-five percent (25%) opportunity, but a rate which does not provide an opportunity of at least twenty-five percent (25%) shall be deemed unsatisfactory and shall be appropriately restudied. The Company will not cap or restrict earnings.

Section 4

Consistent with the earnings opportunity described in the section just above, it is recognized that a twenty-five percent (25%) incentive allowance must be added to machine or process cycle time not under the control of the operator. In the case of transfer presses, a thirty-five percent (35%) allowance will be added.

Section 5

Employees working on an incentive basis will be paid the incentive earnings they earn each day, but not less than the total of the employee's hourly base rate times the number of hours on incentive-rated operations during the workday.

Section 6

All non-rated jobs will be paid at base rate plus fifteen percent (15%). A temporary standard or standards may be placed upon an operation when temporary non-standard conditions arise or when it is not practical (due either to job condition or time limitations) to establish a permanent incentive standard. The purpose of such standard is to afford the employee concerned an opportunity to work and to give the Company incentive production even though it is not practical to develop a permanent standard. Accordingly, in setting such temporary incentive standards, sincere effort will be made to afford the employees concerned incentive opportunity which approximates the incentive earnings opportunity provided when permanent incentive standards are established. Temporary standards may last for a maximum of thirty (30) calendar days but may be extended by mutual agreement between the parties. Any standard which is temporary will be clearly indicated in an appropriate manner.

Section 7

- A. Individual incentive standards will be issued when possible; however, there will be times when individual incentives are not practical and certain operations must be administered on a group incentive standard basis. In these cases, the total performance hours earned by the group shall be divided among the participating members of the group in proportion to the hours spent in the group by each.

The computations of the group standard will be based upon the controlling operation of the group in order that each member of the group may attain the full bonus expectancy.

It is understood that any member of the group having unoccupied time (the difference between a given station and the controlling station) may be required, at any time, to perform additional operations without increased earnings possibilities (assuming the additional work added does not exceed the controlling station cycle time).

- B. To equitably provide incentive for longer, non-repetitive tasks, such as coil changes, the system will use an allowed time to complete these tasks. Pay will be based upon the fraction of the base rate the allowed time represents. Each time the task is noted

on the individuals' timecard, they will be paid the allowed time amount, regardless of the actual time taken.

This will be used where units per hour is not applicable.

Section 8 **Established Standards**

- A. Before setting a standard for the purpose of establishing a new or changed standard or for checking a standard which is in dispute, the Company Time Study Engineer shall inform the Union Time Study Person or the Line Committeeman in advance that a study is to be taken.
- B. Inform the worker(s) who is to be studied in advance that such an event is to take place.
- C. All analyses, for the purpose of establishing a standard, will be made at the work site and on the operator who normally performs the job. Such operator shall be instructed by the analyst in the precise method and motion pattern to be used in establishing such standard.
- D. A detailed work outline shall accompany each released standard. The outline shall contain a description of the job, all motion used and sequence of same, allowances, time per piece, pieces per hour, work layout, conditions and circumstances. In addition, all pertinent manufacturing information, such as, machine number, feeds and speeds, tools, material specification, etc., will be included in such description.
- E. When a standard is released and before such standard is established as a permanent standard, the operator or operators working on the job will be given instruction and training in the method and motion pattern as set forth in the standard. The training and instruction period shall be dependent on the job.
- F. A standard once established shall remain permanent unless affected by proven clerical errors or a change, such as, tooling, jigs, fixtures, machinery, equipment or methods resulting in changed time values for any portion of the standard. Operator dexterity or ingenuity will not cause a change in a standard.
- G. Changes in the standard shall be made only with respect to the portion or portions of the operation affected. Those portions of the operation not so affected shall remain unchanged, and the standard shall be re-calculated accordingly.
- H. When changes, as referred to above, are affected, a Comparison Sheet will be made up showing the changes between the old and new standards and the effects of such change.
- I. If the change results in a method or motion pattern change, the operator will be given and instruction or training period to adapt to such changes.
- J. Insure that job conditions existing at the time of the study are properly representative of those which will exist in the future.

- K. Record in sufficient detail on the observation sheet all conditions pertaining to the operation so that the operation could be, if necessary, reconstructed in the future.
- L. Incentive standards will not be changed unless a four percent (4%) (or cumulative 4%) change can be shown. Only the affected element(s) will be timed for this determination.

Section 9

Upon request by the Union's Industrial Representative, when a standard or part of a standard is set by stopwatch, the Company Time Study Engineer will provide the Union Time Study Person or the Line Committeeman the rating factor, total pieces produced and total time of study for the portion of the study before returning to the office and upon completion of the study after rating and counts have been completed.

Section 10 **Allowances**

Allowances covering personal fatigue and minor delays will be made part of the agreement:

- Personal Allowance - 5%
- Fatigue Allowance - 5%
- Minor Delays - 3%
- Total Allowance -13%
- Additional Allowance for parts over 9# - 15%

It is understood by the parties that the delay allowance will not be used as a catch-all for any added work. Any elements that can be timed will be put in the production standard.

Employees running parts weighing nine (9) pounds or over will be rotated to another job after four (4) hours when an eight (8) hour shift is worked, and after five (5) hours when employees work overtime.

Section 11 **Downtime**

Downtime or delays which occur beyond the control of the operator must be recorded by punching down and up on clocks provided by the Company. In order for such downtime to be paid for, it must be approved and initialed by the supervisor at the time of the punch immediately thereafter. Employees will initial any downtime disallowed by the supervisor. It is agreed that it is both desirable to determine the legitimacy of a protest of disallowed time without undue delay and also to resume production as soon as possible. If a disagreement exists as to the legitimacy of the downtime, the grievance procedure will apply. Downtime that is disallowed without knowledge of the affected employee will be paid. Downtime will be paid at the employee's base rate.

Section 12 **Miscellaneous**

Employees regularly assigned to incentive operations who are temporarily transferred to non-incentive operations shall receive their base rate plus ten percent (10%)

Operators assigned as helpers to another department will be paid the lowest wage of that department. When assigned to help in a skilled trades department he will be paid 85% of the wage in that department.

Crate making will be rated or the operator will be paid their base rate, plus ten percent (10%). There is a four-hour maximum when making crates.

Operator on clean-up will be paid at ten percent (10%) above base rate.

Lunch will be paid at 105%. Rework rated (or paid at 115%). Non-rated jobs paid at 115%. Short runs (less than one hour) paid at 115%. Experimental or tryouts will be paid at 125%. On-site training and EI groups paid at 125%. Instruction time will be paid at 125%. Hearing tests will be paid at 125%. At the discretion of the Time Study Engineer and the Union Time Study Person, or in his absence, any union officer, a four-hour maximum may be placed on manually fed strip operations.

Section 13 **Grievance Procedure**

1. When a challenge of a standard cannot be resolved it shall be considered as a grievance and shall be processed under the grievance and arbitration provisions set forth in Article 2.02 of the Agreement.
2. A challenge of a standard may be directed at the standard itself or any aspect of it and may include a challenge as to the validity and/or reliability of the work measurement method employed, and/or of the data obtained thereby, and/or of the application of the data to the standard under dispute.
3. Any complaint made or grievance filed in connection with a standard may include a request by the Union which the Company shall promptly fulfill that a time study be taken of the elements and/or operation under dispute, or in the event that such request is not made orally or in the grievance, the Union shall have the right at any time during the discussion of such complaint or grievance to make a similar request which the Company shall promptly fulfill. Such study shall be taken according to the procedures contained in this Article.
4. Once a grievance has been filed, the Union shall have the right to bring into the plant a Time Study Representative(s) of the International Union. The Company shall on request provide the Union with copies of any time studies, check studies, element analyses, comparative data sheets, earnings and production records and any other data which the Union deems pertinent to the dispute. The Union shall have the right to observe the job under question; and if they deem it necessary, the right to take a time study of such job.
5. When a grievance is filed concerning an established or changed standard, the Company and the Union will re-analyze the operation in order to determine:
 - (A) Whether all motions have been included in the original standard analysis.
 - (B) Whether such motions are properly classified.

- (C) Whether the operator is following or can follow the prescribed method or motion pattern.
 - (D) If such re-analysis fails to provide a basis of settlement, such standard shall be considered as a grievance and shall be processed under the grievance provisions set forth in the Labor Agreement.
6. When a grievance is filed protesting an incentive standard, the workers involved shall be paid 115% of base until the parties resolve the disputed rate.

Section 14

The Union may select a time study representative whom the Company recognizes for the purpose of investigating incentive standards and incentive rate disputes. It is further agreed the functions of such representative shall not be restricted in the performance of his or her duties, including compensation by the Company for time consumed during such investigations up to four hours per week. This person or persons will be paid at a base rate +25%.

EXHIBIT “E”

Wisconsin Metal Products Company

Dental Program

Dentist:	You may select the dentist of your choice.	
General Dentistry:	(The prevention, diagnosis and treatment of the teeth and supporting bone and soft tissue, and simple extractions.)	
	Prevention & Diagnostic Care	100%
	Emergency Care	100%
	Restorative Care	
	Fillings	100%
	Inlays, Onlays	You pay lab fees only
	Crowns	You pay lab fees only
Endodontics:	(Treatment of infections of the nerve and blood vessels, and root of the tooth.)	100%
Periodontics:	(Diagnosis and treatment of diseases of the gums and other structures supporting the teeth.)	100%
Oral Surgery*	(Surgical treatment of dental problems.)	100%
Prostodontics:	(The making and fitting of dental appliances and substitutes for natural teeth.)	You pay lab fees only
Orthodontics:	(The prevention and correction of irregularities in tooth position and jaw relationship, and jaw deformities of the face caused by these conditions.)	50% - You pay \$695 maximum No age limit
Annual Non-Orthodontic Maximum:		\$1500

All services with the exception of Prevention & Diagnostic Care and Orthodontics will be subject to a \$200 per employee annual (June 1 – May 31) deductible effective June 1, 2010.

For a full description of coverage, refer to the “Master Plan Document” available for review in the Company office.

*Not covered by Dental Insurance if covered by Health Plan.

EXHIBIT “F”

Wisconsin Metal Products Company
FOR CAUSE
DRUG AND ALCOHOL TESTING POLICY

- 1.00 Introduction
- 2.00 Education and Training - EAP
- 3.00 Testing Procedure
 - 3.10 Prospective Employee
 - 3.20 Present Employee
 - 3.30 Consequences of Positive Test
 - 3.40 Confidentiality of Test
 - 3.50 Controlled Substances/Alcohol Prohibition
- 4.00 Definitions
- 5.00 Consent Form
- 6.00 Joint Commitment

DRUG/ALCOHOL POLICY

1.00 INTRODUCTION

It is the Company's objective to help all employees who develop behavioral/medical problems that affect their health, happiness, attendance, safety, work performance, and eventually job security.

We recognize that alcohol, drug and emotional problems are conditions that can be successfully treated.

Our employees who need help will be provided with consultation and treatment to prevent their condition from progressing to a point where their employment is in jeopardy.

The Company will not accept any risk to safety, quality, or productivity that may be caused by drug and/or alcohol use by employees. Any measurable amount of such substances is capable of impairing the user to some degree, even if the impairment is not readily apparent to the untrained eye. It is Company policy to achieve a totally "drug and alcohol-free" workplace. Compliance with this Program is a condition of employment for all employees with the Company.

- A. Employees are to be advised, in writing, of the Alcohol and Drug Abuse Program. Information provided includes reasons for the Program, benefits for the employees and the Company, employee assistance programs, effects of alcohol and drugs on individuals and their families, alcohol and drug tests.
- B. Management officials, Union officials, and other selected employees are to be trained on the following issues:
 - (1) Employee Assistance Program (EAP)
 - a. Alcohol and drug abuse recognition, symptoms and effects.
 - b. Methods of visually identifying employees who may be subject to the effects of alcohol and/or drugs.
 - c. Methods of referring employees who might be suffering from personal problems that could signal possible alcohol or drug problems to the EAP.
 - (2) Procedures related to handling employees who appear to be subject to the effects of alcohol and/or drugs;
 - (3) Documenting observations and impressions of persons who may be subject to the effects of alcohol or illegal drugs;
 - (4) Alcohol and drug testing program, procedures, and safeguards;
 - (5) Benefit programs and alternatives that are available; and
 - (6) Safety aspects of alcohol or drug problems in both work and social environments.

2.00 EDUCATION AND TRAINING - (EAP)

- A. Employees are to be advised in writing of the UAW/Company Drug Abuse Program. Information provided is to cover various aspects of the Program, including the reasons for the Program, benefits for the employees and the Company, employee assistance programs, effects of alcohol and drugs on individuals and their families, alcohol tests and drug tests.
- B. Management officials, medical professionals, selected union officials, supervisors, plant security personnel and other selected employees are to be trained on the following issues:
 - 1. Employee Assistance Programs (EAP):
 - a. Alcohol and drug abuse recognition, symptoms, and effects.
 - b. Methods of visually identifying employees who may be subject to the effects of alcohol and/or drugs.
 - c. Methods of referring employees who might be suffering from personal problems that could signal possible alcohol or drug problems to the EAP.
 - 2. Procedures related to handling employees who appear to be subject to the effects of alcohol and/or drugs;
 - 3. Documenting observations and impressions of persons who may be subject to the effects of alcohol or illegal drugs;
 - 4. Alcohol and drug testing program, procedures, and safeguards;
 - 5. Benefit programs and alternatives that are available; and
 - 6. Safety aspects of alcohol or drug problems in both work and social environments.

3.10 PROSPECTIVE EMPLOYEES

All prospective employees will be required to submit to urinalysis or other reliable accepted procedure as part of their application for employment. No applicant who refuses to consent to testing will be considered for employment.

- A. Each prospective employee will be advised of this Program at the time they apply for employment.
- B. All information based upon the test results will be kept confidential as outlined in Section 3.40.
- C. Each prospective employee who tests positive will be informed of his/her failure to pass the pre-placement physical. Release of actual Drug/Alcohol test results will only be given to the individual upon written request, or to his/her designee upon written request.

D. No prospective employee who has tested positive will be offered employment.

3.20 PRESENT EMPLOYEES

A. GROUNDS FOR TESTING: An employee shall be tested under the following circumstances as a condition of continued employment:

- (1) Whenever the employer has a reasonable cause that the employee is, or may be, impaired by alcohol or a controlled substance while on the job or while at the workplace during a period when the employee is not scheduled to work. Reasonable cause may be based upon observations by trained Company personnel of the employee's behavior.
- (2) When the employee is involved in an accident which resulted or was capable of resulting in injury to any person or significant damage to property and there is reasonable cause to believe alcohol or drugs are a factor.
- (3) If an employee has previously tested positive or completed a rehabilitation program, the employee may be subjected to random testing for up to one (1) year; longer if recommended by the EAP Designated Counselor.
- (4) An employee's use of currently prescribed medication is not prohibited. However, when drowsiness or other side effects could pose a safety problem, an employee must make known the use of such medication and the name of the prescribing physician to the Company.
- (5) Whenever required by any federal or state health, safety or other law or regulation.
- (6) Whenever an employee is returning to work after having been away from work for six (6) months or more for any reason.

B. PROCEDURE PRIOR TO TESTING:

- (1) Each employee to be tested will be given a copy of this program and an opportunity to re-read it.
- (2) They will be required to sign and date an acknowledgement of notice form.
- (3) A Union representative and EAP Representative will be notified that this procedure is in process and will be present with the employee on Company premises. If the employee refuses or is unable to sign, the Company representative will so note on the form.
- (4) The employee will be required to complete a drug/alcohol screening consent form. On that form, the employee will be required to report any prescription or over-the-counter drug he/she has taken in the previous 21 days or generally accepted period. The employee will also be required to provide the name of the doctor who has prescribed any prescription drug that is reported.

- (5) Any refusal to submit to urinalysis or other reliable and generally accepted procedure, to sign, date and complete the drug/alcohol screening consent form, or similar forms, or otherwise comply with the requirements of this Program will constitute an admission by the employee that he/she is currently impaired by the use of alcohol or drugs, and will subject the employee to discipline which may include discharge.
- (6) An employee who based on reasonable cause who is believed to be using drugs or under the influence of alcohol, or who has been found with contraband, will be immediately relieved of his/her duties. After completing the drug/alcohol screening consent form or similar form, he/she will be transported to a clinic or a similar designated facility for testing. After the test, the employee will be transported home or back to work. In the case of an employee who has been found with contraband, the contraband will be tested. If the Company sends an employee for a test or relieves an employee of his/her duties because suspected contraband is found, he/she will be placed on an unpaid suspension. If the test is negative or the suspected contraband is found to be a legal substance, the employee will be paid for lost time.
- (7) After the employee has provided a urine or breath sample to a clinic or a similar designated facility, the clinic or facility will handle the specimen following established Chain-of-Custody procedures.
- (8) The submitted specimen will be screened for the listed drugs and/or drug classes. All drugs reported as present will be confirmed by GC/MS (gas chromatography/mass spectrometry) or other reliable and generally accepted confirmation testing procedure, on a fresh sample taken from the original specimen bottle. Examples of listed drugs and/or drug classes include, but are not limited to:

Amphetamines	Barbiturates	Phencyclidine
Benzodiazepines	Cannabinoids	Propoxyphene
Cocaine	Methadone	Ethanol
		Methaqualone
		Opiates
- (9) The laboratory contracted for processing of specimens by a clinic or a similar designated facility will retain specimens for six months or generally accepted period if a drug/alcohol was reported as present. If no drugs/alcohol were detected, it will be retained for ten (10) days or generally accepted period prior to disposal.
- (10) All information based upon the test results will be kept confidential, as outlined in Section 3.40.
- (11) All employee test results will be retained. Release of actual Drug/Alcohol test results will only be given to the individual upon written request, to his/her designee upon written request, or as required by law. (If negative test results, everything is destroyed - including all records indicating employee was sent for testing.)

3.30 CONSEQUENCE OF A POSITIVE CONFIRMING TEST RESULT

- A. An employee must provide the bottle of medicine within one (1) working day of request or within three (3) working days proof of a current valid prescription for any controlled substances identified when a drug test is positive. The prescription must be in the employee's name.
- B. No final disciplinary measure will be taken until an employee who has tested positive has had an opportunity to discuss the test results with the Medical Review Officer. If a confirming test is positive, the employee will be notified and given the opportunity to have a Union Representative present during these discussions. During the discussion, the employee will be told the test results and the measure(s) the Company is considering. The employee will have an opportunity at that time to explain or contest the positive result.
- C. The program will not encompass random testing. (This provision shall not be construed to prohibit follow-up testing after evaluation or treatment for drug or alcohol use per Section D following.)
- D. After an employee is referred for evaluation or treatment or successfully completes a recommended course of treatment, the employee will be tested following the completion of the programs; and, in addition, the employee shall be subject to follow-up testing without notice for up to one (1) year; longer if recommend by the EAP Designated Counselor.
- E. The first incident of an employee testing positive for alcohol use will not count as treatment if the EAP Designated Counselor determines the situation was caused by casual usage and not addiction.
- F. Depending on the individual circumstances, an employee shall have one opportunity for evaluation or treatment for drug or alcohol use following a positive test. Any subsequent positive test may result in discharge. Should an employee who once tested positive admit to renewed use before a subsequent positive test, that employee will be allowed one last opportunity for evaluation and treatment, providing this opportunity is exercised prior to the employee being subject to grounds for testing as provided in 3.20(A) of this policy.
- G. Only laboratories certified by NIDA will perform testing. Only tests performed by Breath Alcohol Technician using a tester on the Conforming Products list, published by the National Highway Traffic Safety Administration, will be used for alcohol testing.
- H. The Company will develop and enforce work rules to enforce this policy and the concept of a drug-free workplace.
- I. If a counselor determines that an employee is addicted to alcohol or drugs, the employee will be afforded the opportunity to enter a rehabilitation program. The costs of any rehabilitation program shall be paid by the employee to the extent such costs are not covered by the Hospital or Medical Plan in place at the time the employee enters the rehabilitation program. The employee may return to work once it has been

determined by a physician that the employee is fit. A written release executed by a physician stating that the employee is able to perform in a productive and safe manner will be required. Any subsequent violation of this Policy will result in disciplinary action up to and including discharge.

- J. Employees who refuse testing as defined by this policy, who fail to cooperate in the testing procedure, or fail to comply with the terms of the recommended treatment following a positive test, and subsequently renew use, will be discharged.

3.40 CONFIDENTIALITY OF TESTING RESULTS

The Company will take reasonable precautions and comply with all applicable state and federal laws and regulations that pertain to employee privacy or test result confidentiality. Results will be released by the Medical Review Officer (MRO) only:

- A. To the employee/applicant who has been tested upon written request.
- B. To persons the employee designates in writing.
- C. To those management personnel who will make employment and discipline decisions in light of positive test results.
- D. As required by law; or
- E. As may be necessary in the event of a challenge to any test result of this Program itself.

3.50 CONTROLLED SUBSTANCES/ALCOHOL PROHIBITION

The sale, purchase, manufacture, possession, transfer, or receipt of controlled substances or alcohol during working time or at any time while on Company property or in a Company vehicle is prohibited. Confirmation of controlled substances or alcohol will result in discipline up to and including discharge.

4.00 DEFINITIONS

- A. **ALCOHOL** - a colorless, volatile, and flammable liquid that is the intoxicating agent in fermented and distilled liquors. Includes, but is not limited to, beer, wine, and liquor. Does not include alcohol use in chemical processing cleaning or testing.
- B. **ALCOHOL TEST** - A scientifically valid test utilizing detectors to determine the percent (%) alcohol in the blood. The test is non-invasive and requires the test subject to exhale into the detector chamber. Upon request of the employee, blood will be used for confirmation. If a breathalyzer is inoperable or unavailable, the employee will not be tested.
- C. **A POSITIVE TEST FOR ALCOHOL OR DRUGS** - Means to have the presence of alcohol, a drug, or a drug metabolite in an employee's system as determined by appropriate testing of bodily specimen that is equal to or greater than the levels specified below for the confirmation test.

	Initial Assay ng/mL	GC/MS Confirmation ng/mL
1. Amphetamines	1000	
Amphetamine		500
Methamphetamine		500
2. Cocaine Metabolites	300	150
3. Opiates	2000	
Morphine		2000
Codeine		2000
4. Phencyclidine	25	25
5. Marijuana Metabolites	50	15
6. Barbiturates	300	
Amobarbital		200
Butabarbital		200
Butalbital		200
Pentobarbital		200
Phenobarbital		200
Secobarbital		200
7. Benzodiazepines	300	200
8. Methadone	300	200
9. Methaqualone	300	200
10. Propoxyphene	300	200
Alcohol	.04*	.04*

* Percent blood alcohol level

NOTE: It is the intent of this policy to test for drugs that the Department of Health and Human Services includes in its mandatory guidelines and that the cutoff levels will be as this department designates.

- D. DRUG TEST** - a Multiple Step urine test which involves a immunoassay screen method approved by the Food and Drug Administration and a confirmation by use of Gas Chromatography and Mass Spectroscopy (GC/MS).
- E. DISCIPLINE** - Means adverse actions taken for just cause against an employee, such as suspension without pay, a warning, or discharge.
- F. DRUG** - Means a controlled substance as defined by Section 802 (6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.
- G. REASONABLE CAUSE** - Those circumstances, based on objective evidence about the employee's conduct in the workplace, that would cause a reasonable person to believe the employee is demonstrating signs of impairment due to use of drugs or alcohol. Examples of objective evidence include an employee showing signs of impairment such as difficulty in maintaining balance, slurred speech, erratic or untypical behavior, or otherwise appearing unable to perform his/her job in a safe manner.

H. EAP REPRESENTATIVE - An EAP Representative will be selected by the Union. The EAP Representative's responsibilities will be to work with the EAP provider and the Company EAP Representative in assisting in administering the EAP Program and for Cause Testing Policy.

5.00 CONSENT FORM FOR DRUG AND ALCOHOL

TESTING AND RELEASE OF TEST RESULTS

I, _____, hereby agree to provide urine or breath specimens for testing for the presence of either alcohol or drugs. Further, I give my consent to a clinic and its authorized test facility to release the test results, together with other information pertaining to the test results, to _____. I understand that the purpose of the disclosure of the test results and information pertaining to the test results is to enable _____ to determine my compliance with the Company's drug and alcohol policy.

This consent is effective until terminated by me in writing.

Signed _____ Date _____

Witness

****Note: Photo I.D. or other proof of identity is required by the test facility**

6.00 JOINT COMPANY/UAW EMPLOYEE ASSISTANCE PROGRAM

During the negotiations for the contract period, the Company and Union agreed to adopt a drug and alcohol policy. An integral part of this policy is the inclusion of a "Top Of The Line" Employee Assistance Program, which both parties can agree to and as was discussed during the negotiations. Both Company and Union are committed to a drug-free and safe workplace, are supportive of this policy and Employee Assistance Program, and so signify with their signatures below:

Signed this _____ day of _____, _____.

FOR THE UNION
LOCAL UNION 557, UAW

FOR THE COMPANY

**Letter of Understanding Regarding the Wisconsin Metal Products Company/
International Union UAW, and its Local 557 For Cause Drug and Alcohol Testing Policy**

1. While it is understood that a second positive test will be cause for discharge, the following review will be applied:

For employees who successfully complete the Employee Assistance Program and their individual treatment plan agreements and who return to work will be encouraged to contact and avail themselves of the Employee Assistance Program's services on a self-referral basis whenever they desire on-going assistance and support.

Employees who relapse and for whom reasonable suspicion of substance use is established a second time, and whose test results are positive, will be subject to the disciplinary procedures up to and including discharge. The Union and Employer may agree, however, to consider such mitigating factors as the employee's length of sobriety, job performance, length of service, etc., in such situations.

2. Possession of alcohol or controlled substances on Company property will be cause for discipline in accordance with the established work rules.

AGREED:
FOR THE UNION
LOCAL UNION 557, UAW

AGREED:
FOR THE COMPANY

Wisconsin Metal Products Company

LETTER OF UNDERSTANDING

INDUSTRIAL INJURIES

All work related injuries, no matter how minor, must be reported to your supervisor immediately.

Your supervisor will provide forms for any required medical attention, and information regarding the Worker's Compensation procedure.

You have, within reason, 30 days to report an injury and up to two years. However, the longer you wait, the more difficult it will be to show it is work related. The insurance company will require additional information and may not cover the injury based on the information they receive or collect.

**LETTER OF UNDERSTANDING
SAFETY REQUIREMENTS**

All employees of Wisconsin Metal Products must abide by the following requirements:

1. Ear protection must be worn in all affected areas.
2. Safety glasses must be worn at all times in the plant.
3. Both pullbacks must be used on the machines where they are required.
4. The lockout program must be followed at all times. No substitutions or short cuts are allowed.
5. Hard-soled shoes must be worn in the plant. Safety shoes are recommended.

Employees who do not follow these requirements are subject to normal progressive discipline.

LETTER OF UNDERSTANDING LIFT TRUCK REQUIREMENTS

All employees operating lift trucks must follow these requirements.

1. You must be licensed and operate in a safe manner.
2. No smoking is allowed on propane or electric lift trucks. It will be considered a safety violation to smoke while operating a lift truck.
3. You must wear a seatbelt if the truck is equipped with one. If the truck was delivered with a seatbelt, OSHA mandates its use. Seatbelts cannot be removed. Notify your supervisor if a seatbelt needs repair. It will be considered a safety violation to operate a lift truck without wearing a provided seatbelt.
4. Any other safety equipment installed on a lift truck (backup lights, horns, etc.) must not be tampered with. It will be considered a safety violation to tamper with or disable any installed safety equipment.
5. You may only use a lift truck for job-related activities.
6. Any accident, no matter how small, must be reported to your supervisor immediately.

Employees who do not follow these requirements are subject to suspension or revocation of their lift truck license and operating privileges. Operating a lift truck in a careless or unsafe manner may also result in normal progressive discipline.

**LETTER OF UNDERSTANDING
MISHIT POLICY**

Any employee who, through their own negligence, hits more than one part at a time, leaves scrap on the die, allows scrap to accumulate under or around the die, is negligent in repairing tools, or performs any other act which could damage the die, press, feeding equipment, etc. has performed a mishit and will be subject to the following penalties:

1. Any offense under \$2000.00 within twelve (12) months will result in a written warning.
2. First offense over \$2000.00 within twelve (12) months will result in a one (1) day working suspension with pay.
3. Second offense over \$2000.00 within twelve (12) months will result in a two (2) day working suspension with pay.
4. Third offense over \$2000.00 within twelve (12) months will result in a three (3) day suspension without pay.
5. Fourth offense over \$2000.00 within twelve (12) months will result in discharge.

If you have no offenses for a three (3) month period following the last infraction, you will regress to the previous level.

A press operator who misloads a part in the die is subject to the above steps except in the following:

1. He has engaged the stop button and press has not traveled through the bottom of the stroke.
2. The press has no stop button.

In the event of mishit, you must inform your supervisor immediately and not make another hit. Any employee that does not report a mishit will be discharged.

**LETTER OF UNDERSTANDING
MISHIT PROCEDURE**

When a mishit occurs, the probability of problems with the die, press, or part is high. There may be safety issues with continuing to run a job after a mishit. For the protection of yourself, the equipment and our customer, the following procedure is to be followed if a mishit occurs.

1. You must immediately report the event to your supervisor per the mishit policy.
2. Your supervisor will provide a mishit report form. Return the form after filling out the operator's section.
3. The part, die, and press will be checked by the appropriate department.
4. If it is decided it is safe to continue, a trial run will be made by a die setter before resuming production.
5. If a problem is found, you will be reassigned.

The information collected in this procedure is used to identify ways to improve the processes to reduce or eliminate a repetitive event.

Employees who fail to complete the report will be subject to normal progressive discipline.

**LETTER OF UNDERSTANDING
MAINTENANCE, TOOLING, QUALITY CONCERNS**

If you have a concern or question regarding the dies, press, or the acceptability of a job you are running, contact your supervisor.

Your supervisor will contact the appropriate department to resolve the concern. This will allow WMP to properly address concerns by organizing the requests while maintaining the established priority for repairs and other maintenance activities.

Do not call for these support personnel directly as they have their own assignments to complete and will not answer pages.

Employees who do not follow this requirement will be subject to normal progressive discipline.

**LETTER OF UNDERSTANDING
UNION REPRESENTATION**

If you need to see your union representative about a dispute, which pertains to a job you are running, contact your supervisor. Your supervisor will notify your representative as soon as possible, who will then come to your workstation.

All other union activity should be conducted during break periods or after work hours.

Employees who do not follow this requirement will be subject to normal progressive discipline.

**LETTER OF UNDERSTANDING
VACATION ALLOWANCES**

Per agreement between the company and union representatives on May 1, 2017.

At least one (1) and no more than ten percent (10%) of the employees are allowed on vacation per day on a shift. The parties agree to round up from .6 or above. This includes lock-ins and one-half days by seniority.

You must notify your supervisor at least one day ahead of a full day vacation and by one hour after the start of the shift for a half-day vacation. Vacations that are not locked in may be denied if the lock in vacation(s) and other absences exceeds the vacation allowance.

These allowances apply to all employees outside skilled trades.

**LETTER OF UNDERSTANDING
DESIGNATED WORK AREAS**

The designated work areas are:

SHIPPING
TOOLING
MAINTENANCE
INSPECTION

These areas are limited to assigned employees and those who have specific activities within those areas as required in the course of normal business.

Please do not enter these areas without permission.

You are expected to be at your assigned workstation during the workday, excluding lunch and breaks.

If you are found in a designated work area at any time without an appropriate activity you will be subject to normal progressive discipline.

**LETTER OF UNDERSTANDING
PHONE USE**

If you need to use the phone, you may use one in your department with permission of your supervisor, provided there is at least one open phone in each office area. You must use the pay phone if this condition cannot be met.

Except in extreme circumstances, you should not use a phone out of your work area.

Wireless phone use is allowed at designated break times only.

If you habitually misuse your phone privileges, you will be subject to normal progressive discipline.

**LETTER OF UNDERSTANDING
LABOR TICKET PROCEDURE**

Each ticket must have the part number, operation number and the correct count for each job. Do not round off counts.

All punches must have descriptions and be paired (on/off) where required. All back side punches (except rated coil changes) must be initialed by your supervisor at the time the event occurs. This includes punching on and off any downtime. If your supervisor is not available, any member of WMP management or staff can initial the ticket, provided it is not retroactive. Punches must reflect the actual activity (punching on downtime or setup while running is not correct).

Punches should be made at the time clock and not written in. See your supervisor if there is a problem with the clock or your punch.

Non-initialed punches of less than five minutes will be paid at 100%. Non-initialed punches of more than five minutes will be disallowed (this does not apply to coil changes).

Any problems with your ticket will be brought to your attention. It is your responsibility to correct any errors found. Your supervisor is responsible for assisting you in correcting your ticket.

Die setters must turn in hits.

Please do not write on the right-hand side of the ticket.

Be sure to turn your ticket in at the end of your shift. The accuracy of your ticket is your responsibility.

You will be subject to the normal progressive discipline if you punch inappropriately or falsely.

LETTER OF UNDERSTANDING
UNION CALL OUTS

During the discussions leading to the 2017 contract the parties discussed the issue of union call outs in particular the issues that arise surrounding the semi-annual Union Trustee audits.

The parties agreed that the practice of calling out four (4) employees for one half day for the semi-annual Trustee audit, will be allowed to continue with the following conditions:

- The Union will provide two (2) weeks' notice of such call outs.
- The actual date of the call outs will be mutually agreed upon taking into account the operating needs of the plant.

LETTER OF UNDERSTANDING
ABSENCE/LEAVE EARLY/ARRIVE LATE POLICY

The following policy has been agreed to by the company and the local union representatives and is effective on May 1, 2021:

All employees are expected to be at work on time every day they are scheduled to work (this includes daily overtime, Saturdays, Sundays and holidays, if scheduled). Wisconsin Metal Products realizes that circumstances will occur which result in you being absent from work. Whenever possible, you are expected to prearrange absences with your supervisor. Unplanned absences cause disruptions that have a negative impact on other employees as well as our customers.

The purpose of the attendance policy is to measure, identify and respond when trends of excessive absenteeism, tardiness or leaving work early begin to develop. This should facilitate continuous improvement in attendance.

Every absence/leave early/arrive will be considered a point within this letter of understanding. If you are going to be absent or arrive late, you or someone on your behalf must call your supervisor prior to the start of your shift. If you are absent from work for an extreme circumstance, for more than one day and not on an approved leave it will only be considered a single point with proper documentation. If you are going to leave early you must notify your supervisor. In all cases of absence/leave early/arrive late, simply claiming to be "sick" or having "personal reasons" will be considered unexcused.

When the following absences are prearranged and /or in accordance with Wisconsin Metals policies, no points will be assessed: vacation and personal days; lack of work; disciplinary suspension; holiday; approved leaves; education programs; severe weather conditions as determined by Wisconsin Metal Products; subpoena to appear in court as a witness and employee hospitalization.

If you are late or leave early more than three (3) hours it will be recorded as an unexcused absence.

You will be assessed one half (1/2) point for an unexcused tardy/leave early and one (1) point for an unexcused absence. An additional one half (1/2) point will be assessed for failure to call in prior to the start of the shift for a tardy or absence. An additional one (1) point will be assessed for no call-no show. If there is no call, the no call will not be excused except in extreme circumstances. For example: tardy with no call in prior to the start of the shift will be one (1) point; absence with no call in prior to the start of the shift will be one and one half (1 & ½) point; unexcused absence with no call in will be two (2) points.

1. The third point will result in a written verbal warning.
2. The fifth point will result in a written warning.
3. The sixth point will result in a one (1) day working suspension with pay.
4. The seventh point will result in a three (3) day working suspension with pay.
5. The eighth point will result in a five (5) day suspension without pay.
6. The ninth point will result in discharge.

Under this policy, discipline will be administered based on the occurrences within the prior twelve-month (rolling 365 days) period.

LETTER OF UNDERSTANDING
4 DAY – 10 HOUR SCHEDULE

It is agreed that the Company may schedule the plant to work a 4 day – 10 hour schedule with no less than a two week notice. The Company may revert to a 5 day - 8 hour schedule with no less than a two week notice. The Company will not revert to a 5 day – 8 hour schedule to avoid paying 10 hours pay for a holiday. The starting hours will be agreed upon by the Company and the Bargaining Committee

The following provisions of a 4-10 schedule are agreed upon:

- The 4-10 schedule will be Monday through Thursday
- Employees on 4-10 schedule will only receive overtime premium for hours worked in excess of 10 on a daily basis.
- Employees on a 4-10 schedule will only be required to work two hours of overtime per shift.
- Employees scheduled to work on Friday and Saturday will receive time and one half for all hours worked on those days
- Employees scheduled to work on Sundays or Holidays will receive double time.
- The monthly mandatory overtime shall be the amount specified in Section 5.03.
- All rules in Section 9.03 will apply for holiday pay eligibility.
- When a holiday falls on an employee's regularly scheduled work day the employee will be paid 10 hours pay at straight time
- All rules in Section 12.10 for Jury Service Pay will apply with the employee receiving 10 hours at straight time.
- All rules in Section 12.12 for Bereavement Pay will apply with the employee receiving 25 hours pay for a funeral 200 miles or less from Racine and 40 hours for a funeral more than 200 miles from Racine. Where the funeral is 200 miles or less from Racine the employee will be excused for three full days upon request.
- Employees will be charged 10 hours for each full day of vacation taken and 5 hours for each half day of vacation taken. In the event an employee took 4 or 8 hours of vacation while working a 5-8 schedule and has less than 5 or 10 hours of vacation remaining, the employee will be allowed to take 5 or 10 hours off with 4 or 8 hours pay.

Letter of Understanding Continuing Education

Any employee who would like to take training or schooling to further his job related education and productivity may propose to the company the course's content and schedule. If the company agrees that the course is beneficial and the course schedule will not interfere with the employee's current work schedule then the company will cover all course fees, expenses, and in school material cost upon successful completion of the course.

**Letter of Understanding
401K Plan**

Within 90 days of ratification of the 2017 Collective Bargaining Agreement, Wisconsin Metal Products will establish a 401K Plan that bargaining unit employees may participate in.

The Company shall have sole authority to determine the design of the plan in accordance with applicable laws. The Company shall bear the costs associated with the start-up and maintenance of the Plan.

There shall be no Company contribution to employee accounts as long as the Company is required to make payment to the NIGPP or the PBGC or their successors.

MEMORANDUM OF AGREEMENT

JOINT APPRENTICESHIP PROGRAM

Required Employee Agreement For Employees Hired or Promoted Into The Joint Apprenticeship Program After May 1, 2015

The Company and the Union recognize that the Company will incur significant expense for classes and books for employees participating in the registered joint apprenticeship program. Accordingly, the Company and the Union agree that employees who obtain a journey worker certification through the program but remain with the Company for less than five years shall be required to reimburse the Company for its expenditures on those classes and books on a pro-rated basis in accordance with the percentage of the five years actually worked as a journey worker. The five year period shall begin when promoted to journey worker.

Therefore, the Company and the Union agree that employees must sign an agreement with the Company, in the form incorporated into the collective bargaining agreement as exhibit F, as a condition of participation in the registered joint apprenticeship program. Employees must sign the attached agreement at the time they apply for admission to the apprenticeship program.

Exhibit "G"

TRAINING REIMBURSEMENT AGREEMENT

This Training Reimbursement agreement ("Agreement") is entered into by and between Wisconsin Metal Products and _____

WHEREAS, Wisconsin Metal Products has offered to provide certain outside training to "Employee", which Wisconsin Metal Products believes will enable "Employee" to provide valuable services on behalf of Wisconsin Metal Products to its customers;

WHEREAS, Wisconsin Metal Products is providing such training to "Employee" in anticipation of "Employee" continuing to work for Wisconsin Metal Products for at least (5) years so that Wisconsin Metal Products recovers some of the benefit of the investment in the training;

WHEREAS, Wisconsin Metal Products and "Employee" recognize that this Agreement is not intended to constitute any type of employment agreement or guarantee of continued employment;

WHEREAS, the undersigned "Employee" understands that Wisconsin Metal Products would not provide such training unless "Employee" intended to continue to work for Wisconsin Metal Products and were to agree to reimburse Wisconsin Metal Products in the event that "Employee" voluntarily terminated his or her employment prior to five (5) years from the conclusion of the training;

NOW, THEREFORE, in consideration of the premises and the promise stated below, the undersigned "Employee" agrees that;

1. Wisconsin Metal Products intends to provide the following training to "Employee" on the date(s) indicated:

Training: _____ Date: _____

2. If "Employee" voluntarily terminates his/her employment with Wisconsin Metal Products within five (5) years following the date of the completion of the training, "Employee" agrees to reimburse Wisconsin Metal Products the cost of the training incurred by Wisconsin Metal Products as determined by the schedule shown below.

NUMBER OF YEARS OF SERVICE FROM THE COMPLETION DATE OF TRAINING:	REIMBURSEMENT
YEARS 0-2	100%
YEARS 2-3	75%
YEARS 3-4	50%
YEARS 4-5	25%

The training cost incurred by Wisconsin Metal Products on behalf of "Employee" will be determined after the date of the completion of the training, and the accumulation of all receipts, invoices or other supporting documents. The training cost incurred will include but may not be limited to registration fees, transportation to and from the training site, food, lodging, and any other costs or expenses directly related to the training incurred by Wisconsin Metal Products. The total cost will be computed as shown on Exhibit 1, and along with copies of all receipts, invoices and other supporting documentation will be attached here to, and become an integral part of this agreement. A full month of service is earned by "Employee" if the total number of days worked during the month, excluding vacation, sick days, or any unpaid time, is equal to or exceeds 15 days.

TRAINING REIMBURSEMENT AGREEMENT

3. This agreement shall be cancelled five (5) years following the date of completion of the training or if “Employer” terminates employment.

4. “Employee” expressly authorizes Wisconsin Metal Products to deduct the reimbursement amount owed under the terms of the Agreement from any compensation owed by Wisconsin Metal Products to “Employee” at the time of or following the termination of employment. “Employee” shall promptly pay to Wisconsin Metal Products the full balance of any amount owed that is not deducted from compensation.

5. “Employee” agrees to sign such further documents, if any, requested by Wisconsin Metal Products to confirm the precise sum of the amount owed by “Employee” to Wisconsin Metal Products following notice by “Employee” to Wisconsin Metal Products of termination of employment.

6. This Agreement shall be construed under the laws of the State in which the office where “Employee” is principally employed is located.

7. If any provision or part of a provision of the Agreement is finally decided to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, if not possible, it shall be deemed deleted from this agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

Wisconsin Metal Products
Company Name

Employee Name

By

Signature

Name

Social Security Number

Title

Date

Date

Employee Location

Skilled Trades Rep Name

Skilled Trades Rep Signature

Date
Page 2 of 3

TRAINING REIMBURSEMENT AGREEMENT

EXHIBIT 1 TRAINING COST

Attach copies of all receipts, invoices or other supporting documents, if applicable.

REGISTRATION FEES.....\$ _____
TRANSPORTAION COST.....\$ _____
FOOD COST.....\$ _____
LODGING COST.....\$ _____
Other.....\$ _____

(PPE beginning date _____ to _____ PPE ending date)

TRAINING REIMBURSEMENT AGREEMENT

OTHER COSTS:

DESCRIPTION	AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL TRAINING COSTS: _____

EMPLOYEE SIGNATURE

DATE

MEMORANDUM OF UNDERSTANDING
PERSONAL DAYS

Employees may take two (2) Personal Days annually during the 12-month period from June 1 through May 31. New hires will earn one (1) Personal Day after the first six months worked and one (1) Personal Day on the date of their one-year anniversary, thereafter they shall receive their two (2) Personal Days the following June 1. Personal Days cannot be carried over year to year.

Employees must be actively at work during the Contract year in order to be eligible for the two (2) Personal Days.

Personal Days are to be used at the employee's discretion. In order to be utilized as full days, or half days at the start of a shift, employees must call in prior to the start of their shift.

Employees may take their Personal Days in half day increments after the start of their shift. Employees must notify their supervisor.

Half Personal day(s) must be used for either the first half or the second half of a shift.

Employees will receive either 16 hours, or 20 hours, of Personal time, depending on if they are on a 5-day eight-hour schedule or a 4-day ten-hour schedule. Half days of Personal time will be in either 4 or 5 hour increments dependent on the a 5-day eight-hour schedule or a 4-day ten-hour schedule.