

Agreement Between

MAPAL Inc.
4032 Dove Road
Port Huron, MI 48060

and

International Union, United Automobile, Aerospace and
Agricultural Workers of America, and its
Local 375

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AGREEMENT

This Agreement entered into this 1st day of November 2023 between MAPAL Inc. Port Huron, Michigan, its successors or assigns, hereinafter referred to as the “Company” and the International Union, United Automobile, Aerospace and Agricultural Workers of America, and its Local 375, hereinafter referred to as the “Union” witnesseth as follows:

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Company, the employees, and the Union.

The parties recognize that the success of the Company and the job security of the employees depend upon the Company’s success in building a quality product and its ability to sell such product.

To these ends the Company and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE I-RECOGNITION

Section 1

- A. The Company recognizes the Union as the sole collective bargaining agent for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all production and maintenance employees of the Company’s Port Huron, Michigan plant, save and except foreman, and all other Supervisors as defined in the Act.
- B. The company agrees that the recognition now tendered to the International Union, United Automobile, Aerospace and Agricultural Workers of America, (UAW), as exclusive bargaining agent for its plant in Port Huron, Michigan in regard to wages, hours, and other terms and conditions of employment.
- C. Whenever the male noun or pronoun is used, it shall also mean the female.

ARTICLE II – UNION SECURITY AND CHECK-OFF

Section 1-New Employees

For the duration of this contract, it shall be a continuing condition of employment with the Company that the bargaining unit employees remain members of the Union in good standing. New employees shall become members within thirty (30) calendar days after date of hire.

Section 2-Union Cards

Union authorization cards shall be made available to new employees as part of the hiring-in process together with a form of notification to new employees of immediate requirements having to do with Union membership pursuant to this Collective Bargaining Agreement. The Union authorization cards, when signed, are to be promptly delivered to the Financial Secretary of U.A.W. Local #375.

Section 3-Union Dues

- A. The Company agrees that upon receipt of proper written authorization signed by an employee in the bargaining unit, it will deduct from such employee's second pay of such month this Union dues and initiation fees (as they become due) as specified in the authorization and to forward the amounts so deducted to the Financial Secretary of Local No. 375 no later than the twenty-fifth (25th) day of the current month.
- B. In the event no deduction is made from the employee's second pay of the month, and the employee has wages payable to him on the fourth pay of the month, such Union dues will be deducted from the employee's fourth pay of the month and forwarded to the Financial Secretary of Local No. 375 no later than the twenty-fifth (25th) day of the subsequent month.
- C. The Union shall indemnify the Company and hold it harmless against any liability, loss or claims for damages resulting from the payment to the Union of any sums deducted under this Article pursuant to the instructions of the Union. All dues deduction refunds shall be made by the Local Union and not the Company.
- D. The Company agrees to provide the Local Union Financial Secretary with a monthly report of addresses and a monthly report of employees off work including the reason.
- E. Within five (5) days of receipt of written notice from the Union that any employee covered by this Agreement has failed, pursuant to the terms of this Article, to tender payment of the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, the Company shall discontinue its employment of such employee. The Company shall not be required by the Union to discontinue the employment of any employee for any other reason.

Section 4-Excluded Classification

When an employee is transferred to an excluded classification, the Company will give the Union a written notice of transfer within two (2) days' time from the date of transfer.

ARTICLE III-UNION REPRESENTATION

Section 1-Bargaining Committee

- A. For the purpose of collective bargaining and for the grievance procedure, the employees shall be represented by a shop committee consisting of two (2) members including the Shop Chair who shall work the day shift, plus one (1) additional Committee Person for the afternoon shift. In the event a third (3rd) shift (midnight) is started up, there shall be one (1) Committee Person for the third (3rd) shift (midnight).
- B. The Shop Chair and a Committee person from the day shift shall be in charge of investigation of grievances arising on the day shift. However only one (1) of them will be released to investigate on single grievance. On afternoon and midnight, the committee person on that shift will investigate the grievances on their shift.

Section 2-Committee Person Selection

The members of the Shop Committee and the Committee Persons shall be selected in any manner determined by the Union. No one shall be eligible to run as a member of the Shop Committee or as a Committee Person unless he is an employee of the Company, has acquired one (1) year's seniority and is working at the Company plant.

Section 3-Notification of Union Representatives to Company

The Union agrees that the names of the representatives of the Union shall be given in writing to the Company.

Section 4-Notification of Union Representative Changes

The Union will notify the Company in writing promptly after the signing of this Agreement and promptly thereafter upon the occasion of any changes in the list of its representatives who are to participate in the settlement of grievances as provided in the grievance procedures.

Section 5- Notification of Company Representatives to Union

The Company agrees that the names of the Supervisors acting as representatives of the Company in the grievance procedures shall be given in writing by the Company to the Union upon signing of this Agreement. The Company shall also promptly notify the Union in writing of any changes of such Company representatives.

Section 6- Designated Area for Processing Grievances

A Union representative may process grievances for employees within his designated area of jurisdiction and in the steps of the grievance procedure in which he is authorized to act as specifically provided for in such grievance procedures.

Section 7-Work Stoppage for Grievances

No employee, whether Union representative or otherwise, shall stop his assigned work for any reason related to the investigation and settlement of grievances without promptly notifying his immediate Supervisor.

Section 8-Committee Person(s) Leaving Work Area

The privilege of the Shop Chair and Committee persons to leave their assigned work during working hours is extended with the understanding that the time will be devoted to the proper handling of the grievances in accordance with the grievance procedure and with the notification to the Supervisor or Plant Manager.

Section 9-Union Representative Lost Time

All lost time of Union representatives from their regular assigned work in performing their particular functions as specified in grievance procedures, including necessary investigation, shall be paid for by the Company, provided it is conducted at and in the interest of MAPAL Inc., Port Huron, Michigan.

Section 10-Collective Bargaining Representatives(s) Pay

The Company will pay Union representatives at their respective regular rates for the time required to attend meetings for collective bargaining with respect to this contract, its extension, termination and renewal, and provided it is conducted in the interest of MAPAL Inc., Port Huron, Michigan. Maximum eight (8) hours per day straight time.

Section 11-Grievance Time Abuse

At any time the Company believes that the grievance time is being abused, the Company may request a meeting with the International Union and the Local Union President or his designate.

Section 12-Overtime Union Representatives

When overtime work is required, the committee person or Shop Chair shall be included on the list of employees to be called in, provided they are able to do the work. This is not to be construed as a means for the committee people to abuse this privilege.

Section 13-Chairperson Plant Access

The Shop Chair shall have access to the plant at times other than his regular shifts and assigned overtime periods by reporting to the Supervisor **or** his designee upon arrival and departure. Such times spent in the plant for these purposes shall be unpaid by the Company.

Section 14-International Representative Plant Visit

Representatives of the International Union and local Union shall visit the plant for the purpose of investigating grievances at any stage of the grievance procedure, upon prior notice.

Section 15-Union Representative Seniority

Shop Committee Persons and the Shop Chair shall have plant-wide seniority for the purposes of layoff and recall. They shall revert to their regular standing on the seniority list upon termination of office.

Section 16-Union Representative Job Transfer

The Committeemen and Stewards listed in Paragraph 15 shall not be transferred out of their respective areas of jurisdiction, which they are qualified to perform. If any Union representative in any of the categories listed Paragraph 15 during his term of office is downgraded to a lower-rated occupation because there is no work in his area of jurisdiction which he is qualified to perform, he shall be considered to have more seniority than other employees on the appropriate recall list for this purpose of filling a requisition in the occupation in this area of jurisdiction providing he accepts the rate of pay applicable to the job classification.

Section 17-Agreement Binding

Any agreement reached between the Company and the Union will, upon ratification by the membership as provided in the UAW Constitution and Bylaws, be binding on all employees covered by this agreement.

Section 18-Union and Company Meetings

Meetings between the Plant Union Committee and Company representatives shall be held whenever deemed necessary as per grievance procedure or upon mutual agreement. The Company shall pay the Plant Union Committee for all lost time spent in these meetings at their applicable rate of pay including overtime.

ARTICLE IV-SENIORITY

Section 1-Seniority Date

Each employee shall have a single seniority date which shall be that date appearing on the employee's current occupational history card maintained in the employee's file.

Section 2-New Hires

- A. Employees shall be regarded as probationary employees until they have completed 720 actual hours worked, at which time their name shall be placed on the seniority list. During the employee's probationary period, there will be evaluations done with the Company, Trainer and Committee person, at approximately 240, 480, and 700 hour intervals. After an employee's name is on the seniority list, his seniority shall be determined from the employee's last date of hire. Management will promptly notify the Shop Chair of all new employees as they are hired, as to name, address, and classification and rate of pay.
- B. Probationary employees will not be eligible for daily overtime, Saturday, Sunday, or Holiday work unless all seniority employees within the classification have first been extended the opportunity to work.
- C. In the event two (2) or more employees begin work on the same day, seniority shall be determined by alphabetical order by last name based on their date of hire.

Section 3-Layoff and Recall

- A. It is agreed that strict plant seniority shall govern layoff and call back to work so that when a layoff, or reduction in production occurs, the employee having the least amount of total seniority with the Company will be laid off first; provided however, that the senior employee shall be able to perform the available work, and provided further that he accepts the rate of pay applicable to the job classification. Probationary employees shall be laid off first.
- B. Layoffs required to meet decreased operational needs will be made by management's determination of the required operations. Those employees in the classification that hold seniority and perform the work will fill the required operations. Employees holding higher seniority with positions that are not found to be required for operations must make a written request within two (2) working days (48 hours from the end of their shift from the date of notification) on a form supplied by the Company stating all jobs in which the employee can demonstrate satisfactorily that they are able to perform. The Company has five (5) working days to implement the test when a written request is made to bump when being laid off.

In the presence of a Supervisor designated by Management and Shop Chair or Committee Person, the employee will be given an unassisted trial of 1 working day to demonstrate his performance for the particular position. Employees making a request to bump must demonstrate that they can perform the job at the same or higher level than the less senior employee holding the position. Due to operational needs and constraints, training is not provided to employees that have made a bump request.

If the employee cannot demonstrate that he can satisfactorily perform the job duties of the position, the employee will remain on layoff. If the employee can perform the required work, the employee must accept the wage rate of the bumped position. The employee will retain recall rights back to the position held prior to layoff of bumping period, which is equal to the seniority rights for recall listed in Article IV, Section 15 F.

Section 4-Representative Seniority

The Shop Chair and other members of the Shop Committee shall, in such order, have top seniority on their respective shift during their term of office for the purpose of layoff and recall from layoff. All of the above Union representatives shall be returned to their regular standing on the seniority list upon the termination of their service on such committee.

Section 5-High Seniority Voluntary Layoff

Notwithstanding the above terms, the high seniority employees will be afforded the opportunity to take the layoff on a voluntary basis, provided that in the Company's judgment, the layoff will not be of a long-term or indefinite duration and provided that the lower seniority employees can perform the work.

Employees on a voluntary layoff may return to work in line with their seniority by providing the Company a one (1) week notice of their desire to return.

Section 6-Recall of Employees on Layoff

On recalling employees to work after a layoff, they will be called back to work in reverse order in which they were laid off, meaning oldest employees first (in seniority) qualified to do the work. Recalled employees will be given a trial period, as established under the training and qualification program. Should they not progress within 30 working days, they shall return to the recall list without adjustment to their original layoff date and are disqualified from recall to that position. Recalled employees have the right to refuse recall if it is to a lesser paying job than the last held rate of pay.

Section 7- Notification of Employee Status Change

- A. The Shop Chair shall be notified as soon as possible in advance in writing before any employee is laid off, reclassified, rate changed or transferred to or from a department. Unless the Shop Chair and/or the employee shall receive notice of a layoff of an employee within the first four (4) hours of the shift, the employee shall be permitted to work his regular shift the following day. When the Shop Chair and/or the employee does receive notice within the first four (4) of the shifts, the employee may be cleared at the end of that shift.

- B. The Shop Chair will be notified whenever an employee quits, resign, or is granted a leave of absence or absence or cleared for other reasons.
- C. Employees deciding to retire shall give at least three (3) months written notice to the HR Department and the Shop Chairman.

Section 8-Seniority Under Unforeseen Circumstances

It is mutually recognized that unforeseen circumstances may develop; creating a condition not anticipated elsewhere within this Agreement pertaining to seniority and its application. When such cases arise, the Company and Shop Chair and Committeepersons shall negotiate and reach mutual agreement on the disposition of the problem.

Section 9-Shift Preference

- A. Plant seniority shall be the determining factor in choice of shifts within a classification.
- B. It is agreed that employees with the greatest seniority shall have preference of shift, within their classification, provided that enough qualified employee are made available to perform the available work on each shift.
- C. Employees granted a change of shift in line with their seniority will remain on the shift of their choice for a period of six (6) months following such new shift assignment.
- D. Employees who are replaced on the shift of their choice during the six (6) month period by more senior employees will have the option or re-exercise their seniority for a change in shift preference in line with the second sentence of this Section. If the affected employee does not exercise his seniority to replace a junior employee on another shift, the six (6) month restriction will not apply. Where a change in shift is made at the request of the Company to facilitate production and to make available qualified employees on all shifts, then, in this event, the employees affected shall have the right to return to their former shift in line with their seniority. In emergencies affecting the employees, shifts are to be arranged by mutual agreement of the Company and the Union.
- E. Seniority rights of all employees shall be recognized in all work assignments to an extent consistent with the Company's need for flexibility and production efficiency. However, no preference will be recognized to individual job location or machine and the affected employees will be treated in a fair and equitable manner.

Section 10-Non-Bargaining Unit Employee(s)

Unless terminated for misconduct, a bargaining unit employee who transfers to a non-bargaining unit job with the Company shall have the right to return to his bargaining unit job voluntarily for a period of thirty (30) days, with the same seniority he had on the day of transfer.

Section 11-Job Posting

When a vacancy occurs and the vacancy has been approved by management to be filled, the Shop Committee member shall be notified by the Company. The posting will be reviewed by the Shop Chair prior to posting. The notice of said vacancy shall be posted by the Company for five (5) working days

internally for bidding and externally via SuccessFactors. All internal job bids (postings) expire at the end of the 3rd shift on the 5th working day. All employees, bidding on said job vacancies shall remain anonymous.

Eligible employees interested in the position will submit a bid for the vacancy. The employee with the greatest plant-wide seniority, who has not received a point in the last 90 calendar days prior to job posting, or doesn't exceed 6 points, and who holds the qualifications required for the position will be awarded entry level one (1) within the classification vacancy. If the employee can successfully prove they are full capable within 5 working days, the Company will put them at full rate with back pay to the date they started. Upon acceptance of the bid, if the hourly rate of pay is greater than the present position, the employee will receive the increase on the next pay period. Progression within the levels of a classification will be jointly discussed and agreed to, through a check list evaluation made at 30/60/90-day intervals, with the proper committee person and/or working leader and the Company. If no qualified employee applies, the Company will review the candidates that have applied for the position, or the Company shall have the right to place the least senior, qualified employee on the job. Until the position is successfully filled, the rate of pay will be in accordance with Article IV, Section 13 covering temporary transfers. If no qualified person outside the Company is found within 20 calendar days, the position will be reposted internally in accordance with the job posting procedure.

In the event of a second posting of a job for the same position and if no qualified persons bid, then the Company will award the bid to the most senior non-qualified person bidding for that position.

Upon acceptance of the bid, training for the position will commence within 1 week, provided that there is more than one employee in the area they leave. If they are the only capable employee in the area they will stay until the bid process is complete for the area they are leaving, and their replacement is trained.

Eligible employee defined:

- Employees that have worked at least 720 hours
- Has not received points in the last 90 days prior to job posting
- Have less than 6 or less points within the attendance system
- Have not exercised a bid move in the past 12 months

Employees' who have been awarded a bid and provided they are progressing as listed in the following paragraph within this section defining training and evaluation, shall then remain in this classification for a period of 12 months before they can exercise their right to bid on any other vacancy for bid.

If the job requires more than thirty (30) days to learn, an evaluation will be made at the end of thirty (30) working days by the Company and the Shop Committee to determine if the training will continue. If the employee is not making progress within the first thirty (30) working day period based on the Company's training and qualification program, the employee will be disqualified from that position for one (1) year and will be moved back to his/her previous position.

Section 12-Permanent Changes in General Job Duties

When permanent (60 days or more) changes in general duties and responsibilities of a job classification require a new rate or when a new job classification is created, the Company shall establish a rate for the new or changed job classification. If the rate is not satisfactory, it shall be subject to the grievance procedure.

Section 13-Temporary Transfer

Temporary transfer of an employee to a lower classification will be without reduction in pay of the transferred employee. Temporary transfer of an employee to a higher-rated classification will qualify the transferred employee to the maximum rate of the higher classification. In no way will this article be construed to circumvent the job posting procedure.

Section 14-Seniority Lists Posting

The Company and the Union will initiate a Seniority List at the signing of this Agreement. The Company shall furnish the Shop Committee the current list every 60 days, showing name and classification.

Section 15-Loss of Seniority

An employee shall lose his seniority for the following reasons.

- A. Employee quits.
- B. Employee is discharged for just cause.
- C. Employee is absent for three (3) consecutive days from work without notifying the Company unless an employee presents a reason acceptable to the Company and the Shop Committee.
- D. Failing to report to work after a layoff or leave of absence within three (3) working days when called by the Company, by registered mail, or telegram, to the last known given address by the employee unless an employee presents a reason acceptable to the Company and the Shop Committee.
- E. Thirty (30) days after employee transfers to non-bargaining unit job.
- F. Any laid off employee may retain his seniority for a period equal to his or her length of employment or five (5) years, whichever is less.

Section 16-Leave of Absence

The Company will grant leaves of absence with the mutual consent of the Shop Committee and the Company without the loss of seniority to an employee who wishes to leave the service of the Company temporarily for valid reasons not to exceed three (3) months; provided however, that no leave of absence will be granted to work for another Company.

Section 17-Early return from Leave of Absence

Early return from leaves will not be unreasonably denied.

Section 18-Seniority Accumulation

Seniority shall accumulate on all leaves of absence except as provided in Section 15.

Section 19-Return from Leave of Absence

Upon the conclusion of any authorized leave of absence, the employee shall have the right to return to work at his regular job or one substantially the same, provided his normal seniority status permits it and is capable and able to perform the work available.

Section 20-Return from Sick Leave of Absence

When an employee returns from sick leave, the employee must present a doctor's statement before he will be permitted to return to work.

Section 21-Leave of Absence(s) Defined

Employees shall receive a leave of absence for:

- A. Uniformed Service: The Company will comply with federal law regarding any uniformed service leave.
- B. Jury Duty: An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by Company an amount equal to the difference between the amount of wages (excluding night shift premium) the employee would have earned by working during straight time hours for the Company for that time and the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses) for each day for which an employee reports for or performs jury duty and he/she otherwise would be scheduled to work for the Company (Monday through Friday). The Company's obligation to pay an employee for jury duty is limited to the duration of the trial. In order to receive payment, an employee must give the Company prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the dates for which he/she claims such payment.
- C. Family Medical Leave Act: In compliance with the Family Medical Leave Act of 1993, the following provision will apply:
 1. An employee with more than one (1) year of seniority will be issued up to twelve (12) weeks of unpaid leave during a rolling twelve (12) month period for any of the following reasons provided such employee has worked at least 1,250 hours during the previous 12-month period:
 - a. Birth of a Child or the placement of an adoptive or foster child and to care for the newborn child;
 - b. For placement with the employee of an adoptive or foster child;
 - c. To care for a spouse, child or parent with a serious health condition;
 - d. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;

- e. Because of any qualifying exigency arising out of the fact that the employee's spouse, child or parent is a military member on covered active duty or is being ordered to active duty status;
 - f. To care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent or next of kin of the covered service member.
2. When possible, the employee should give thirty (30) days' notice. If thirty (30) days is not possible, the employee must give as much notice as practical.
 3. The employee must advise the Company as to the reason for the leave and its expected duration.
 4. If the leave is for medical purposes, the Company may request medical documentation from the appropriate physician or health care provider.
 5. If the employee is disabled from working, the Company may request a second medical opinion. Should the second medical differ from the first opinion, the Company may schedule, at its expense, a third opinion; The third opinion shall be final and binding on both parties.
 6. When medically necessary, FMLA time can be taken intermittently for as little as one (1) hour at a time (e.g., one week per month for twelve months, or working half days for twenty-four weeks, etc.).
 7. In the event an employee and his/her spouse are employed by the Company, each will be entitled to leave as defined by the Act.
 8. An employee's seniority and benefits will continue for the duration of the FMLA.
- D. Union Leave: A seniority employee who is elected or appointed to a full-time position within the Local or International Union shall upon application in writing by the Union to the Human Resources Manager, be granted a leave of absence for one (1) year. Upon similar application by the Union made within the period of such leave, the Company will grant an extension thereof on similar terms. Upon five (5) days written notice where possible from the Local Union, leaves of absence shall be granted for up to two (2) employees for a period not to exceed ten (10) working days for the purposes of attending Union conferences and conventions. Request in excess of the above limits to attend conferences and conventions will be reviewed by management based on operating conditions.
- E. Bereavement Pay: When death occurs in an employee's immediate family as defined below, the employee, on request, will be excused with pay (8 hours at regular time rate) for any of the first five (5) normally scheduled working days (excluding Saturdays, Sundays, and holidays) immediately following the date of death. The immediate family for purposes of this article IV is defined as including the employee's: spouse, father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, grandparent, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepchildren, and grandchildren. The Company may require proof of death.

In the case of an employee receiving official notice of death in family while at work and where said employee leaves his job early before normal quitting time, he shall receive wages for the

balance of the regular day not worked and his part of the day shall not count as one of the five (5) days mentioned above. (Family as defined above in A)

- a. Employee's seniority and benefits shall continue to accumulate during the period of any of the above stated approved leave of absence.
- b. A one day paid leave will be granted for the employee to attend the funeral service of the current following relationships: aunt and uncle. The employee must receive prior approval and submit appropriate documentation (death notice, obituary) indicating relation and date of funeral.
- c. Additional unpaid time of vacation may be requested. Such requests will not be unreasonably denied. For the purposes of this section "days" shall exclude weekends and holidays.

ARTICLE V-MANAGEMENT RIGHTS

Section 1- Management Rights: Direction of Work Force

The management of the Company's operation and the direction of the work force are vested exclusively in the Company's management.

Section 2-Management Rights Defined

The Company retains the sole right to determine all aspects pertaining to the workforce, including, but not limited to, the right to hire and train; to discipline, demote, suspend and discharge for just cause (subject to the terms of this Agreement, including the terms of the Grievance and Arbitration provision); to lay off and promote (subject to the terms of this Agreement); to determine or change the starting and quitting time and number of hours to be worked (subject to the terms of this Agreement); to promulgate reasonable work rules; to assign duties to the workforce, to create, change, combine, or eliminate jobs; to determine job duties, qualifications, classifications and requirements; to organize, discontinue, enlarge or reduce a department, function or division; to assign or transfer employees to other departments as operations may require; to establish reasonable productivity standards; to select, change, remove and install machinery and equipment and to carry out the ordinary and customary functions of management whether or not exercised by the Company prior to the execution of this Agreement. The above-mentioned rights are not to be interpreted as being all inclusive, but merely indicative of the type of rights, which belong to and are inherent to management. It is understood that any of the rights, power of authority the Company had prior to signing this Agreement are retained by the Company except those specifically abridged, granted, or delegated to others or specifically modified by the terms of this Agreement.

ARTICLE VI-GRIEVANCE PROCEDURE

Section 1-Information Needed for Grievance

A grievance under this Agreement is a dispute, claim or complaint arising under and during the term of this Agreement, setting forth the following information:

- a) Article and Section of Agreement allegedly violated;
- b) Date of occurrence of each alleged violation;
- c) Manner of alleged violation including the name, if applicable, of management representative who allegedly violated the Agreement.

The grievance procedure herein established is intended to resolve disputes between the parties, over the interpretation or application of matters, which are specifically covered in the Agreement. The following shall be the grievance procedure:

Step 1: An employee having a grievance, claim or complaint shall first take up the matter with his foreman within five (5) working days of its occurrence. The employee may request the presence of his Union representative. The foreman shall give his answer orally within two (2) working days of the date the grievance discussion was held. If the matter is not satisfactorily settled, it may be advanced to Step2.

Step 2: The grievance shall be reduced to writing and signed by the aggrieved employee(s) and committee person and submitted to the production manager within three (3) working days of the date of disposition in Step1. The production manager and foreman or his designee shall, within ten (10) working days, hold a meeting with the shop representatives (Shop Chair and the Committeeperson who wrote the grievance). The production manager will render the Company's disposition within two (2) working days of said meeting.

Step 3: In the event the issue is not satisfactorily resolved in the Second Step of the grievance procedure, the Union shall within five (5) working days of the Company's disposition, request in writing to the production manager, to arrange a meeting to discuss the grievance with the Company. This meeting shall be scheduled at a mutually agreeable time. In attendance at this meeting will be the Shop Chair, Committeepersons, and the President of the Local Union. Either party may have outside representatives present at this meeting. If the parties are unable to resolve the grievance in Step 3, the matter may be submitted to arbitration by either party as hereinafter provided in this Agreement.

Step 4(A): If the grievance is not satisfactorily settled in Step 3, either party may request arbitration of the unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within ten (10) working days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement.

In the event that either party should fail to serve such written notice, the matter shall be considered closed.

Step 4 (B): Upon receipt of the request to arbitrate, the parties shall attempt to agree upon an arbitrator by each submitting a list of five (5) arbitrators to the other. If the parties are unable to agree upon an arbitrator through this process, an arbitrator shall be selected through the Federal Mediation and

Conciliation Service. If an arbitrator has not been selected from three (3) lists, the parties will request a fourth list containing seven (7) arbitrators, and the parties will then strike names; the remaining arbitrator will be the arbitrator to hear the dispute. The arbitrator will make his decision within thirty (30) calendar days.

Section 2-Arbitrator Decisions and Contract

The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and in effect between the parties.

Section 3-Arbitrator Decisions and Wages

The arbitrator shall have no power to establish wage scales, rates on new or changed jobs, or to change any wage rate unless it is provided for in this Agreement.

Section 4-Arbitrator No Ruling Decision

In the event a case is appealed to an arbitrator, and he finds he has no power to rule on such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 5-Arbitrator Services Cost Split

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of their representatives and witnesses which are called by them and such other expenses as that party may incur. The Company will not pay more than three (3) committee persons for their time spent in arbitration hearings.

Section 6-Arbitrator Decision Appeal

There shall be no appeal from an arbitrator's decision. Decisions rendered in accordance with this Agreement shall be final and binding on the Union, on all bargaining unit employees and on the Company.

Section 7-Arbitrator Decision(s) on Other Cases (Wages)

The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case.

Section 8-Past Practice

It is specifically understood and agreed that in no event shall Company's condonation of any past infractions of any work rule, regulation, duty, responsibility, or policy mitigate in whole or in part, any discipline of any work rule, regulation, duty, or responsibility.

Section 9-Production Standards

In order to ensure optimal productivity, the following production standards will be set for each department as Company resources become available, with goals of: 90% efficiency; no more than 1% non-conformances; Daily work organization and cleanliness of work areas that employee performs operations within.

Section 10-Reinstated Grievance

Any grievance where the International Union, UAW, be either its Executive Board, Public Review Board, Constitutional Convention, Appeals Committee or the Appeals Committee appointed by the International President's Office has reviewed the disposition of a grievance and found that such disposition was improperly affected by the Union of the International Representative involved, the Union may inform the Company in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

Notwithstanding the foregoing, a decision of the Impartial Arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Company, and such grievance shall not be subject to reinstatement.

It is agreed, however that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either are already barred under the provision of the Agreement at the time of reinstatement of the grievance or that related to the period between the final disposition and the time of the reinstatement of any such grievance as provided herein.

Section 11-Letters of Understanding (Agreements Reached)

Any agreement reached between the Company and the Shop Committee, provided it does not change any express provisions of this contract, shall be reduced to writing, signed by the parties, and is binding on all workers affected, and cannot be changed by an individual bargaining unit member.

Section 12-Grievance Time Limits Between Steps

Grievances shall be processed from one step to next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Company within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union or Shop Representatives within the prescribed time limits or such extensions which may be agreed to, shall be considered withdrawn without precedence.

All of the herein mentioned extensions shall be reduced to writing and signed by the parties.

Section 13- Grievances Involving Discharge

Grievances involving a discharge of any employee shall commence at Step 2 of the grievance procedure and must be filed within three (3) working days of Company notice of discharge to the Union.

Section 14-Back Wages Claim(s)

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that he may have received.

Section 15-Working Days Definition

When the phrase “working days” is used in this Article, it shall be understood to exclude, Saturdays, Sundays, and Holidays.

ARTICLE VII-NO STRIKE NO LOCKOUT

Section 1-No Strikes

During the term of this Agreement, there will be no authorized or unauthorized strike of any kind, including sympathy strikes, nor any picketing, work stoppages, or slowdowns. In the event any employee engages in any activities in violation of this of this commitment, the Union shall promptly order such employee or employees to return to work. In the event any employee is unlawfully prevented from crossing a picket line and reporting to work, this shall not constitute a sympathy strike.

Section 2-Discipline for Non-Compliance

The Company shall have the right to discipline or discharge employees engaging in, participating in, or encouraging any action in violation of this Article. Such discipline issued by the Company shall not be subject to the grievance and arbitration provisions of this Agreement, except that the Union retains the right to challenge the factual issue of whether the employee or employees in issue actually engaged in conduct, or participated in or encouraged any actions in violation of this Article.

Section 3-No Lockout

The Company agrees it will not lock out its employees during the term of the Agreement.

ARTICLE VIII-SAFETY, HEALTH AND SANITATION

Section 1-Tools and Machine condition

All tools and machinery of the Company shall be kept in such condition that will ensure proper safety for the employees within the limitations and practicability of the Company.

Section 2-Shop Cleanliness/Janitorial services

The Company will determine the means, including outsourcing, of all janitorial services in order to maintain the cleanliness of the facility including all lavatory and washroom facilities. Employees are required to keep their work area clean and notify their supervisor of any potential health risks.

Section 3-Climate Control

Heating and ventilation facilities will be maintained at all times within the limitations and feasibility of the Company to ensure an optimal environment for production of precision tools.

Section 4-Employee Compliance for Safety, Health and Sanitation

Employees shall comply with all Safety, Health and Sanitation rules.

Section 5-Work Place Injury Care at Offsite Facility

When an accident occurs at work requiring medical attention for the employees at the clinic, the employee shall, where possible, first notify the Supervisor of the employee's department. The Company shall furnish or pay for transportation of the employee to and from the clinic and the employee shall be paid for the time spent at the clinic to the extent that such time so spent by the employee is during his regular working hours.

In the event, however, that the hours of the clinic do not permit the employee to obtain the services of the clinic during the employee's regular working hours, then in that event, the employee shall be paid three (3) hours for the time so spent at the clinic outside the employee's working hours. It is recognized and agreed that, under unusual circumstances or abnormal length of time at the clinic or unusual travel time, four (4) hours may be paid.

Section 6-Work Place Injury Transportation to Offsite Facility

The Company shall furnish transportation from and to the plant if requested, to the source of initial or continued medical treatment in case of injury sustained in the plant, and the employee shall be paid for time lost from work to receive such treatments. He shall also be paid for all time lost on the first day of the injury. (Employees must be working to receive the above benefits.)

Section 7-Company Furnished Safety Equipment

The Company agrees to furnish all safety equipment and aprons and gloves worn in the plant. Gloves and equipment will be replaced by surrender of the old items.

Section 8-Safety Glasses

- A. Up to four (4) pair of safety (plano) glasses will be provided to shop personal at no charge in each year of the contract, Additional pairs of glasses will be provided to the employee by the Company, at its cost.
- B. All employees who wear prescription glasses must wear prescription safety glasses that meet OSHA specifications. The Company will pay for the lenses and frames (including bifocals or trifocals), and the employee must pay for the examination if one is necessary or provide the prescription for these glasses. The Company will pay for not more than one pair of prescription safety glasses every twelve (12) months.
- C. If a new employee needs prescription safety glasses the initial expense shall be his/hers until they have completed three (3) months of employment, at which time the Company will reimburse them for the cost of the lenses and frames.
- D. MAPAL Inc. has a special purchase program with a local optical company, which provides the specified safety glasses Forms are available in the office when necessary.

- E. An employee may file a claim for glasses broken accidentally while in the performance of his assigned duties. Upon investigation by the Company that the glasses were broken accidentally on the part of the employee, the Company will replace the glasses.

Section 9-Drug and Alcohol

Alcoholic Beverages

- A. No alcoholic beverages will be brought into or consumed on Company property.
- B. Being under the influence of alcoholic beverages while on duty is prohibited.
- C. The use of alcoholic beverages during break time or lunch time, on or off Company property is prohibited.
- D. Except when there are aggravating circumstances, a first violation of this policy will result in a “last chance letter” with further violations resulting in immediate discharge.

Illegal Drugs

- A. No illegal drugs or controlled substance will be brought into or consumed on Company property.
- B. Being under the influence of illegal drugs while on duty is prohibited.
- C. The use of illegal drugs during break time or lunch time, whether on or off Company property is prohibited.
- D. Except when there are aggravating circumstances, a first violation of this policy will result in a “last chance letter” with further violations resulting in immediate discharge.

Prescription Drugs

- A. No prescription drug shall be brought upon Company property by any person other than the person for whom the drug is prescribed by a licensed medical practitioner and shall be used only in the manner combination and quantity prescribed.
- B. Except when there are aggravating circumstances, a first violation of this policy will result in a “last chance letter” with further violations resulting in immediate discharge.

Tests

- A. If Company personnel have reasonable suspicion that an employee is under the influence of drugs or alcohol, such suspicion will be communicated to the Manufacturing Manager. At the request of the Manufacturing Manager, or his designee, following an evaluation by at least one other member of management, the employee may be asked to submit to a blood and/or urine test for determining use of alcohol and/or drugs. Refusal to submit to a requested test will be cause for termination.
- B. A drug/alcohol test will be given in the event of a work-related injury requiring medical care at a clinic or hospital.
- C. Employees on a “last chance letter” will be tested randomly at discretion of the company.

- D. Random drug testing and alcohol testing will not be used.
- E. While the Company awaits the results of a test, the affected employee will be placed on leave with pay.

Self-Help

Employees who feel that they may have a substance abuse problem are encouraged to contact the health insurance Company's E.A.P., their local Health Services Professional, Church, Human Resources Department, or other Union Representative.

No disciplinary action shall be taken against an employee for seeking help or for being engaged in rehabilitation.

Being engaged in rehabilitation or offering to seek help, however, will not excuse behavior which violates this policy.

Section 10-Health and Safety Committee

A joint Health and Safety Committee shall consist of a maximum of three volunteers from bargaining unit employees and a maximum of three volunteers from non-bargaining unit employees. Meetings will be scheduled on a monthly basis. However, a meeting may be cancelled if circumstances warrant. A member of Management and the Shop Chair may attend and observe these meetings.

Section 11-Searches

- A. Each employee upon reasonable suspicion that he has violated an applicable work rule regarding drugs or alcohol, weapons, theft, or safety, will be required to:
 - 1. Submit to a search of any vehicle brought upon or parked upon Company property;
 - 2. Submit to a search of any pocket, package, purse, briefcase, toolbox, lunch box, or other container brought upon Company property;
 - 3. Submit to a search of desk, file cabinet, lockers, etc.
- B. Such request, if made, will be made only by the Manufacturing Manager, Vice President of Operations, Director of Manufacturing, or Director of Human Resources.
- C. Unless exigencies dictate otherwise, searches will be done in the presence of the Union Steward or his designee.
- D. Although the issue of reasonable cause will be subject to the grievance procedure, employees will "obey now, grieve later." Refusal to allow the requested search will be cause for termination.

Note: This Search policy will be incorporated into the Company's Work Rules.

ARTICLE IX-GENERAL PROVISIONS

Section 1-Discrimination

The Company agrees to conform to any law applicable and that it will not discriminate in the hiring of employees or in their training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise because of race, color, creed, national origin, political affiliation, sex or marital status.

Section 2-Doctor Dispute Resolution

If there is a disagreement between the employee's and the Company's doctor regarding the employee's physical ability to perform his job, the employee shall be examined by a third doctor selected by the employee's and Company's doctor, whose decision shall be binding on all parties. The Company shall pay for the expenses of the third doctor's examination.

Section 3-Subcontracting Work

When it is deemed necessary by the Company to subcontract work out that would normally be performed by bargaining unit employees in a particular classification, and when there are employees in such classification on layoff or scheduled for less than 40 hours per week (other than for disciplinary reasons), the Company shall give the Union notice of such subcontracting, except in an emergency situation, during which time the Union will be given the opportunity to meet and discuss the reasonableness of bargaining unit employees performing the subcontract work involved; this includes discussing the utilization of all available overtime including weekends, The term emergency includes but is not limited to, delivery demands, equipment failures, floods, power outages and extreme weather.

Section 4-First Aid Training

The Company shall arrange to have a sufficient number of employees on each shift trained in first aid in case employees need first aid attention during working hours. Emergency first aid equipment shall be available at all times.

The Company and the Union agree to offer 1-hour CPR training (which includes defibrillator training) during a wellness health fair or a date to be determined. The Company agrees to purchase a defibrillator.

Section 5-Discharge Procedure

A member of the Plant Shop Committee will have an opportunity to consult with the employee affected before he leaves the plant. Any employee who charges that he has been unjustly discharged or laid off shall appeal such in writing within three (3) working days and request a hearing at a meeting of the management and the plant committee or such employee may file a grievance in accordance with the grievance procedure. In the event that the Company and the Union agree that an employee was wrongfully discharged, the employee shall be returned to work at his regular rate of pay without the loss of time or seniority rights.

Section 6-Working Leaders

In the event management approves a Working Leader requirement, the Shop Chair and/ or proper shift Committee Person will be included to review the qualifications and seniority of potential candidates. No employee with four (4) points or more within the attendance control policy will be considered.

It is agreed that employees working as leaders will assist the Supervisor in lining up work, training employee(s), trouble-shooting jobs or working as operators. However, leaders will not be permitted to assume any of the following functions of supervision: hire, discharge, discipline, or recommend discipline. Management has the responsibility of making sure none of the restricted activities occur.

Section 7-Smoking

No smoking will be permitted in the building at any time. Smoking will only be permitted during breaks and lunch in an outside designated smoking area to be defined by the Company, or in an employee's vehicle. Employees who smoke in a non-designated smoking area in the building will be subject to a Type 2 (II) work rule violation.

Section 8-Pay on Company Time

Employees will be paid on a weekly basis. All pay will be deposited via electronic deposit or debit card only. Paystubs will be accessible via the online system.

Section 9-Work by Non-Bargaining Unit Employees

- a) The management agrees to adhere strictly to the principle that no employee not a member of the Bargaining Unit as herein described will be used to deprive an hourly-rated employee within the Bargaining Unit of a job and will not perform work on any hourly-rated jobs. Inventory work is not bargaining unit work.
- b) It is agreed that the responsibility to train or instruct is Supervision's; therefore, a Foreman or Assistant Foreman can do work in the process of training or instruction; in addition, they can work to determine the extent of production difficulties, to experiment in the development of new methods or processes; to determine steps necessary to assure quality production. No work will be done except in the presence of a Union employee. It being further understood that an employee, or employees, is responsible only to his immediate Supervisor or one appointed to act in his stead; direction from anyone else must be relayed to the employee by his immediate Supervisor or one appointed to act in the Supervisor's stead.

Section 10-Bulletin Boards

A bulletin board shall be provided near both time clocks (as near as practical) and in the lunchroom, to be used exclusively by the Union for posting notices or meetings, elections, recreational events, or other Union activities.

Section 11-Change of Address

Employees shall notify the Company of any change of address within five (5) working days after such change has been affected. Such notice shall be given in person, by United States registered mail or wire,

The Company shall be entitled to rely upon the address shown upon its record. A copy of such change of address shall be given to the local Union office by the Company.

Section 12-Work Interruptions

- a) If a stoppage of work occurs due to a cause over which the employees have no control, full pay will continue unless the employees are sent home.
- b) Employees will be allowed to bring pop, coffee, etc. to their work areas as long as such beverage is in a closed container. Any abuse will be called to the attention of the employee in the presence of his/her Union Representative and may be subject to disciplinary action.

Section 13-Picket Line Clause

It shall not be a violation of the Agreement, nor shall it be cause for discharge or disciplinary action if any employee or a group of employees refuse to enter upon the property of any other Company involved in primary labor dispute with the UAW, one of its Local Unions, or any other recognized trade union at which a lawful primary picket line has been placed.

Section 14-Communication

The Company will communicate the status of the business to the bargaining unit at least once a year. In addition, the Company will meet once per quarter with Local UAW Leadership. The purpose of the meetings will be to communicate information that would be beneficial for business improvement.

Section 15-Tuition Assistance Program

MAPAL Inc. shall reimburse any employee for tuition cost upon which satisfactory completion of a full course of study results in a certificate of course completion in a field approved by the Company. In order for tuition reimbursement to be granted, the following steps must be complied with:

- 1. Prior approval and authorization must be received from management.
- 2. A grade of at least a "C" or its equivalent must be obtained in the course. Also, the employee must continue to work as a full time employee with MAPAL Inc. while attending the classes unless laid off.
- 3. Reimbursement will be made only at the completion of the full course of study and proof of completion must be presented to your supervisor. The schedule of reimbursements is as follows:

Grade	Percent of Reimbursement
A	100%
B	100%
C	75%

Section 16-Printing of Contract

The Company agrees to print a copy of the contract for each employee at its expense.

ARTICLE X-HOURS AND WAGES

Section 1-Workday and Workweek

This Article is intended only as a basis for calculating and scheduling overtime and other issues relating to working hours and shall not be interpreted as a guarantee of pay or hours of work per day or per week. Overtime or premium payments shall not be paid more than once for the same hours worked, nor shall they be pyramided. The work week shall be a calendar week beginning on Sunday night (10:00.00 pm.) and ending the following Sunday (9:59:59 pm.). The workday shall be defined as twenty-four (24) consecutive hours, beginning with the time that the employee's shift begins.

Section 2-Overtime Premium

Time and one-half shall be paid for all hours compensated over forty (40) in anyone (1) week. Approved holidays will be considered as hours worked. Compensated hours cannot be used to receive daily overtime premium. Time and one-half shall be paid for all work done on Saturday, provided this is not a day that is considered as a regularly scheduled workday. Double time shall be paid for all work done on Sunday, provided this is not a day that is considered as a regularly scheduled workday, and triple time (which includes holiday pay) for all work on days observed as holidays under this Agreement.

Overtime premiums shall not be pyramided. It is agreed that hours worked during the workweek shall be counted, including time lost due to work related illness or injury and Union business, as hours worked for the purpose of calculating hours for overtime pay. Any hours worked for second shift past midnight on a Holiday will be paid time and one-half.

- a) Workday: An employee's workday is the twenty-four (24) hour period beginning with his regularly assigned starting time of his work shift, within the workweek as defined below.
- b) Starting Time: It is agreed the regular workweek is eight (8) hours per day Monday through Sunday and the regular eight (8) hour schedule starting and ending times are in accordance with operational needs. A one-half (1/2) hour unpaid lunch is not included in the 8-hour schedule.

Nothing contained herein shall be deemed a guarantee of work for any number of hours.

Section 3-Overtime

- a) Overtime work shall be offered to the available employees who normally perform the job on straight time (and shall be distributed as equally as practical among the employees in said classification on each shift), or in the case of daily overtime, the employees performing the job at the end of the regular shift leading into such overtime who have worked at least four (4) hours on the job that shift, provided if there is an insufficient number of such employees available, then the Company may, in the case of daily overtime, offer such overtime to available qualified employees on the shift where the overtime arose on a plant-wide basis. Or, in the case of weekend overtime, offer such overtime to available qualified employees on the shift where the overtime is scheduled on a plant-wide rotation basis.
- b) Employees shall be charged for overtime when offered the opportunity for such overtime or, for any opportunities he would have been offered had he been present at work. Any employee accepting an overtime assignment who fails to work such overtime without good cause shall be

charged double the hours he was scheduled to work. Overtime opportunities offered during inventory periods shall not be chargeable under this Section.

1. Employees who volunteer to work overtime are subject to the Company's attendance policy.
- c) Any employee entering a given classification on a particular shift by any means whatsoever shall, at the outset, be charged with a number of hours equal to the highest number of hours at that time charged to any employee when working in such classification on such a shift. An employee changing shifts shall assume the plant-wide overtime hours of the employee immediately above him on that shift's plant-wide seniority overtime list.
- d) Employees in training classifications will be offered overtime work only if:
 1. All employees in the classification which the employee is training for must have been offered the overtime work and at least one has accepted or;
 2. The employee in the trainee classification is in line for overtime work through seniority on a plant-wide basis.
- e) In order to assure employees of continued Union representation, if there is no Union representative among the employees scheduled to work Saturday or Sunday overtime or holiday, then a Union representative will be offered the opportunity to perform available work. If the Company is required, because of business conditions, to call in employees to perform overtime work, it will notify the Union prior to such overtime being worked.
- f) Up to ten (10) hours of mandatory overtime, Monday through Friday, can be scheduled. The Company must ask for volunteers before implementing mandatory overtime.

Mandatory overtime may be scheduled on weekends. However, for overtime on Saturday, notice must be given on or before Thursday and for overtime on Sunday; notice must be given on or before Friday. Mandatory overtime on weekends will not be requested by the Company unless it has made a reasonable effort to exhaust mandatory overtime during the week.

In the case of mandatory overtime, the employees in the department affected, with the necessary job skills, will be selected on the basis of low seniority. No employee will be forced to work mandatory overtime more than two (2) weekends in a month.

The Company will provide sufficiently trained employee(s) and equipment to meet the need for scheduling and delivery, along with making every effort to avoid mandatory overtime.

Section 4-Wash-up

The Company shall grant a five (5) minute wash-up time prior to lunch time and prior to end of the shift. All employees must be ready and available for work at starting time. The Union agrees to cooperate in preventing any abuse of the wash-up time provisions.

Section 5- Rest Periods

All employees of the Company shall be granted a fifteen (15) minute rest period during the first half of their shift and another fifteen-minute (15) rest period during the second half of their shift. When employees are working ten (10) hour shifts, employees will be granted an additional ten (10) minute rest period at the end of such shift.

Section 6-Report In Pay

Any employee reporting for work as regularly scheduled without having been previously notified not to report for work shall receive a minimum of four (4) hours pay at the applicable straight-time rate. Employees affected may be offered other work in the plant that they are capable of doing. If the employee refuses such work, the Company will not be obligated to pay four (4) hour call-in pay. In the event of inclement weather, employees should contact 810-364-1577 for communications to employees on whether the business is open or closed due to weather conditions. It is understood and agreed that this Section will not be applicable in the event work is unavailable due to unauthorized labor dispute.

ATTENDANCE CONTROL POLICY

DEFINITION OF “UNEXCUSED ABSENCE”

1. Late for a shift

Any employee who reports to work more than five (5) minutes after his/her scheduled starting time will be considered late. However, if the employee is more than four (4) hours late for his/her shift, it will be counted as an absence with advance timely call.

2. Absence with advance timely call

All employees are required to call in to report their absence before the start of their shift, stating the reason for the absence and the expected date of return.

3. Absence with untimely call

Any employee who fails to call in prior to start of their shift, but does call in, will be considered absent with an advance untimely call.

4. Absent with no call

Any absence that is not reported at all, will be considered an absence with no call. Penalty points will be waived if the employee is incapacitated beyond his/her control, subject to verification. Leaving work early is any employee who leaves work prior to the end of their scheduled shift.

5. Excused Absences

- a. Approved vacation
- b. Approved paid personal days
- c. Approved holidays
- d. Approved bereavement leaves
- e. Approved union leaves
- f. Approved jury duty
- g. Approved uniform services leaves
- h. Initial visit to clinic for work-related injury
- i. Approved leaves of absence, including FMLA leaves
- j. Layoff of less than one (1) week, including an early release from shift due to lack of work.
- k. Volunteer firefighters that have verified documentation on file and have submitted appropriate documentation for the absence.

- l. Leaving work early for employees own illness provided that employee presents a doctor’s note.
- m. Calling in sick provided that the employee presents a doctor’s note upon return to work.

PENALTY POINTS FOR ABSENCE

Unexcused Absence	1 Point
Excused Absence	0 Points

PENALTIES FOR ABSENCES

Within any twelve (12) month period of January 1st to December 31st, an employee's accumulation of penalty points will incur the following penalties:

Four (4) Points	A verbal warning in writing will be given to the employee and a copy of the warning will be placed in the employee’s personnel file.
Six (6) Points	A written warning will be given to the employee and a copy of the warning will be placed in the employee's personnel file.
Nine (9) Points	A second written warning will be given to the employee and a copy of the warning will be placed in the employee's personnel file. In addition, a meeting will be held with the employee, Shop Chair and Production Manager.
Ten (10) Points	A final written warning, together with a 10-working day suspension without pay will be given to the employee and a copy of the warning will be placed in the employee's personnel file. However, the Company retains the right to waive some or all of the disciplinary suspension to meet production schedules.
Twelve (12) Points	The employee will be discharged. No last chance letter given.

For non-FMLA absences, after two (2) consecutive days of absence due to non-- work-related illness or injury will be considered as one occurrence, provided the employee brings in a doctor's note excusing the employee from work during the entire period of absence.

If the Company fails to assess a penalty for points during the first ten (10) working days after an occurrence, no penalty points will be assessed.

Any employee absent for three (3) consecutive days or more without calling in to report the absence will be discharged.

REPORTING OF ABSENCE

It shall be the responsibility of all employees to telephone 810-364-1577 before the scheduled start of their shift to report an absence for any reason. When an employee calls in to report an absence, he must leave a message stating how the absence is to be handled (ie.: Personal day, FMLA or subject to the Attendance Control Policy).

ATTENDANCE CONTROL YEAR

The Attendance Control Year of each employee will commence on January 1st with the first occurrence of absence for which the employee receives a penalty point. Thereafter, any further disciplinary action will be based on the employee's attendance record until December 31st.

PROLONGED RECURRING ABSENCES

Cases involving prolonged, recurring absences may be subject to special consideration.

Section 7-Vacation Plan Schedule and Pay

- a) Subject to the conditions herein, all hourly rated employees with six (6) months or more of accrued time, but less than 1 year of services shall, on the anniversary date of their employment with the Company, be eligible to receive vacation pay in accordance with the following schedule; provided, however, that they have not worked less than one thousand (1,000) hours in the fifty-two (52) week period prior to their anniversary date.

Years of Service	Length of Vacation with Pay
New Hire with 6 months or more but less than 1 year and in good standing.	Five (5) days' vacation with pay. Use it or lose it, no cash out.
With 1 year or more but less than 3 years	2 weeks' vacation with pay
With 3 years or more but less than 5 years	2.5 weeks' vacation with pay
With 5 years or more but less than 8 years	3 weeks' vacation with pay
With 8 years or more but less than 10 years	3.5 weeks' vacation with pay
With 10 years or more but less than 13 years	4 weeks' vacation with pay
With 13 years or more but less than 15 years	4.5 weeks' vacation with pay
With 15 years or more	5 weeks' vacation with pay

- b) Employees who have not worked one thousand (1,000) hours in the fifty- two (52) week period preceding their anniversary date will receive a prorated vacation allotment calculated by the percentage of hours worked to the number of work hours available (2080 hours). For example, if an employee works 970 hours, the calculated percentage would be 47%. If this employee has 5 years of seniority, the employee would be eligible for an allotment of 47 hours or 5 days and 7 hours of vacation.

Section 8-Paid Personal Days

Employees will receive one (1) eight hour paid personal day for each week of vacation they have earned, and four (4) hours with each one-half (1/2) week of vacation earned. Paid personal days may be taken in four (4) hour increments except for eight (8) hours that can be taken in one (1) hour increments. Additional one (1) hour increments of allotted paid personal days may be considered with mutual consent by the Company and the Union Shop Chair based on an individual's specific circumstances. One year of personal days can be carried forward to the next anniversary year. At the end of the anniversary year, employees will be paid off for any unused personal days in excess of one year.

Employees with six (6) months or more, but less than one (1) year receiving the five (5) vacation days that cannot be cashed out, will receive one (1) eight (8) hour personal day that cannot be cashed out or carried over.

Section 9-Returning Servicemen

All employees who served in the Armed Forces of the United States or its allies, and who have returned to the employ of the Company shall receive vacation time with pay in accordance with Section 1A of this Article and their vacation pay shall not depend upon the number of hours worked in the fifty-two (52) week period prior to the anniversary date.

Section 10-Vacation Pay

Vacation pay shall be based on the standard workweek of the plant, which is agreed to be a forty (40) hour workweek and shall be at the employee's straight- time rate of pay, including shift differential, as of the last pay period prior to the employee's vacation.

Section 11-Vacation Season

The vacation season shall be from an employee's anniversary date to the anniversary date. With respect to retirement and Pursuant to Article IV, Section 7, item C, eligible employees who retire prior to their anniversary date shall be entitled to same vacation pay they would have received in the absence of retirement. In lieu of working up until the retirement date if the employee elects to use available vacation time the maximum amount of time available will be ten (10) consecutive working days. The pro-rated balance will be paid in a lump sum cash out.

- a) An employee will be required to work 1,000 hours past their anniversary date to get the next year's vacation and personal days allotment. In accordance with retirement, working hours are defined as working hours, not inclusive of vacation hours, personal hours and/or any other approved leave of absence hours. (ie FMLA, Short-Term Disability, Bereavement, Jury Duty, etc)
- b) An employee electing to retire and meets the working hours requirement in item A above will be entitled to the unexcused/unscheduled absenteeism bonus of \$700 (per the 2023 – 2028 contract), as long as they have perfect unexcused/unscheduled absenteeism and had received it in the previous year.
- c) An employee that does not work at least 1,000 hours past their anniversary date, their vacation and personal days allotment will be prorated.

Section 12-Scheduling Vacation

Vacations will, so far as possible, be granted at the time most desired by the employee. The vacation schedule shall be drafted to ensure that the manufacturing capacity of the Company will be commensurate with the prevailing requirement of our customers.

Section 13-Vacation Requests

- a) Vacation requests will be honored by seniority in the classification by department if the employee submits the request during the month of January for vacations during that calendar year. All vacation requests received in January for the calendar year will be reviewed for approval on February 1. Vacation requests received during the month of January requesting vacation days for January, will be reviewed for approval on a first-come, first-serve basis on the day received with the date of seniority used as a tiebreaker when vacation slips are turned in on the same day. Vacation requests received on February 1 and after will be reviewed for approval on a first-come, first-serve basis except that if a less senior employee has previously had vacation approved in the month of January, the less senior employee's vacation will remain awarded and the more senior employee's vacation request will be denied. Scheduled vacations will be reviewed jointly by Management and the UAW Committee and posted on the Union board by February 8.
- b) Employees will be allowed to take vacation days in four (4) hour increments per anniversary year, but they must request such day or days off at least five (5) working days in advance. Employees requesting more than 10 (ten) consecutive vacation days must request such days off at least fifteen (15) working days in advance. This does not include employees planning retirement, as they are not allowed more than ten (10) consecutive days.
 - i. Management has the right to waive the five (5)/ fifteen (15) day requirement in Section 17 regarding vacation/incentive time.
- c) Any employee who dies, quits or is terminated shall be entitled to all unused vacation pay; any such employee who has over one (1) year of seniority and has not reached their anniversary date shall be entitled to a pro-rated vacation pay.
- d) An employee shall be entitled to receive payment of their time off allotment (vacation and personal) up to a maximum of 50% of their unused time. The payment will be at the employee's applicable straight time rate and will be issued on a separate payroll check during the vacation year at the employee's request or following the end of the employee's anniversary period.
- e) All vacation and personal day request must be submitted electronically.

PAID HOLIDAYS

Section 14-Holidays Enumerated and Conditions

Seniority employees will be paid eight (8) hours pay (except where otherwise indicated) at their straight-time hourly rate, including differential, for the following holidays under the conditions specified below:

Holiday Schedule 2023-2028

First Contract Year 2023-2024		
Veterans Day Observed - Veterans Only	Friday	November 10, 2023
Thanksgiving	Thursday	November 23, 2023
Day after Thanksgiving	Friday	November, 24, 2023
Christmas Eve (Observed)	Monday	December 25, 2023
Christmas Day (Observed)	Tuesday	December 26, 2023
New Years Eve (Observed)	Friday	December 29, 2023
New Years Day	Monday	January 1, 2024
Good Friday	Friday	March 29, 2024
Memorial Day	Monday	May 27, 2024
Independence Day	Thursday	July 4, 2024
Day after Independence Day	Friday	July 5, 2024
Labor Day	Monday	September 2, 2024

Second Contract Year 2024-2025		
Veterans Day-Veterans Only	Monday	November 11, 2024
Thanksgiving	Thursday	November 28, 2024
Day after Thanksgiving	Friday	November 29, 2024
Day before Christmas Eve	Monday	December 23, 2024
Christmas Eve	Tuesday	December 24, 2024
Christmas Day	Wednesday	December 25, 2024
Day before New Year's Eve	Monday	December 30, 2024
New Years Eve	Tuesday	December 31, 2024
New Years Day	Wednesday	January 1, 2025
Good Friday	Friday	April 18, 2025
Memorial Day	Monday	May 26, 2025
Day before Independence Day	Thursday	July 3, 2025
Independence Day	Friday	July 4, 2025
Labor Day	Monday	September 1, 2025

Third Contract Year 2025-2026		
Veterans Day -Veterans Only	Tuesday	November 11, 2025
Thanksgiving	Thursday	November 27, 2025
Day after Thanksgiving	Friday	November 28, 2025
Christmas Eve	Wednesday	December 24, 2025
Christmas Day	Thursday	December 25, 2025
Day after Christmas	Friday	December 26, 2025
New Years Eve	Wednesday	December 31, 2025
New Years Day	Thursday	January 1, 2026
Day after New Years Day	Friday	January 2, 2026
Good Friday	Friday	April 3, 2026
Memorial Day	Monday	May 25, 2026
Day before Independence Day Observed	Thursday	July 2, 2026
Independence Day Observed	Friday	July 3, 2026
Labor Day	Monday	September 7, 2026

Fourth Contract year 2026-2027		
Veterans Day -Veterans Only	Wednesday	November 11, 2026
Thanksgiving	Thursday	November 26, 2026
Day after Thanksgiving	Friday	November 27, 2026
Christmas Eve	Thursday	December 24, 2026
Christmas Day	Friday	December 25, 2026
New Years Eve	Thursday	December 31, 2026
New Years Day	Friday	January 1, 2027
Good Friday	Friday	March 26, 2027
Memorial Day	Monday	May 31, 2027
Independence Day Observed	Monday	July 5, 2027
Day after Independence Day	Tuesday	July 6, 2027
Labor Day	Monday	September 6, 2027

Fifth Contract Year 2027-2028		
Veterans Day-Veterans Only	Thursday	November 11, 2027
Thanksgiving	Thursday	November 25, 2027
Day after Thanksgiving	Friday	November 26, 2027
Christmas Eve	Friday	December 24, 2027
Christmas Day Observed	Monday	December 27, 2027
New Years Eve	Friday	December 31, 2027
New Years Day Observed	Monday	January 3, 2028
Good Friday	Friday	April 14, 2028
Memorial Day	Monday	May 29, 2028
Day before Independence Day	Monday	July 3, 2028
Independence Day	Tuesday	July 4, 2028
Labor Day	Monday	September 4, 2028

Section 15-Work Days Observed as Holiday

The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

Section 16-Work Day Before and After Holiday

The employee must work all scheduled hours of the last day prior to and the next day after such holiday. Pre-approved paid absences will exempt an employee from this requirement.

Section 17-Holiday Pay for Employees on Layoff or Leave

Seniority employees who have been laid off in a reduction of force or who have gone on sick leave during the workweek prior to or during the workweek in which the holiday falls shall receive pay for such holiday.

Section 18-Holidays on Saturday

When a holiday falls on a Saturday, eligible employees shall receive holiday pay in accordance with Section 20 above.

Section 19-Holidays Applied: Vacation

When one (1) of the above holidays fall within an eligible employee's approved vacation period and he is absent from work during his regularly scheduled workweek because of such vacation, he shall be paid for such holiday.

Section 20-Holidays on Sunday

In applying this procedure, when any of the enumerated holidays falls on Sunday and the day following is observed as the holiday by the State or Federal government, it shall be so observed by the Company.

Section 21-Holidays Applied: Bereavement

The employee is absent due to a death in his immediate family providing that the total absence does not exceed one (1) week. The immediate family shall be deemed to include spouse, child, mother, father, sister, brother, current mother-in-law, current father-in-law, current grandparents, and spouse's current grandparents, grandchildren, stepchildren and stepparents.

SCHEDULE A- Wages

	Current	Nov 1 2023	Nov 1 2024	Nov 1 2025	Nov 1 2026	Nov 1 2027
Grade 1	\$21.05	\$22.94	\$23.63	\$24.11	\$24.59	\$25.33
Grade 2	\$24.40	\$26.60	\$27.39	\$27.94	\$28.50	\$29.36
Grade 3	\$25.80	\$28.12	\$28.97	\$29.54	\$30.14	\$31.04
Grade 4	\$27.05	\$29.48	\$30.37	\$30.98	\$31.60	\$32.54
Grade 5	\$28.05	\$30.57	\$31.49	\$32.12	\$32.76	\$33.75
Shipping / Receiving	\$21.55	\$24.00	\$24.72	\$25.21	\$25.72	\$26.49
Maintenance	\$32.55	\$35.48	\$36.54	\$37.27	\$38.02	\$39.16
Assistant Maintenance	\$24.55	\$26.76	\$27.56	\$28.11	\$28.68	\$29.54
Pay levels within Grades 2 and 3 are as follows:						
Level 1 90% of the hourly rate						
Level 2 95% of the hourly rate						

Section 1-Shift Premium

A premium of eighty-five (\$0.85) cents per hour shall be added to the hourly rate of each employee who is regularly assigned to and who works the Second shift, and a premium of one dollar and ten (\$1.10) cents per hour for employees who are regularly assigned to and who work the Third shift (midnights).

Section 2-Rates and Classification

- a) Effective as of the date of this Agreement, the wage rates shall be set forth in Schedule A.
- b) The Company and the Union agree that whenever an evaluation is done for the purpose of making a change in the classification, rate, grade level, or percentage level of an employee covered by this agreement, the appropriate Union Rep/Committeeman will be present when the Supervisor interviews the person or persons responsible for the training of said employee.
- c) Newly hired employees will receive 75% of the rate for the job for which they were hired for the first six (6) months of their employment. They will receive 90% of the rate for the job for which they were hired during the following six (6) months. After their first anniversary, they will receive 100% of their working rate. The Company may, at its discretion, after 30 days of employment jointly discuss with the proper committee person and/or working leader to agree pay newly hired employees up to 100% of the working rate.

Section 3-Classifications

Grade 1

Braze Prep
13 Grind
Rough Endwork

Grade 2 – Classifications within Grade 2 are structured with levels 1, 2

Balancing
Carbide Tool Prep
Inspection
Manual Turn
Manual Mill and EDM holes
Braze
EWAG insert grind
Rough OD grind

Grade 3 – Classifications within Grade 3 are structured with levels 1, 2

Braze-Must be able to efficiently braze all tools including complex tools; PCD, MN, HPR, Carbide.
Must be able to weld successfully.

Inspection-Must be able to inspect all product lines effectively and efficiently. Must be able to proficiently operate the Zoller for inspection and shrink fit of tools.

CNC Lathe

CNC Mill

EWAG grind PCD only

Finish OD Grind (Carbide, HPR, PCD, Repair and Rework-Padded)

CNC Cutter Grind

Wire Cut

CNC OD Grind

CNC Insert Grind

Balancing – Must be able to do Balancing and Manual Milling

Grade 4- Progression grade only (not a bid position). Must be deemed qualified to operate and fully program (able to operate and edit programs) multiple CNC key equipment machines. This grade is also dependent on the employee being able to run multiple machines efficiently including using full use of auto loaders, part loaders, etc. to ensure machines is running at all times including lunch and break periods. Must be able to complete total tool range.

Grade 5- Progression grade only (not a bid position). Must be deemed qualified to satisfy all requirements of Grade 4 and the employee must have a complete understanding of the design and function of the tooling product. (Example: Cutter grind area would be able to program and run successfully and efficiently all carbide round tools, HPR tooling, PCD P blanks, and MN PCD pads as well as programming and operating all machines, which at present: Saacke, Strausak, Walter and Walter Diamond. For the Wire department, the employee would be able to program and run successfully and efficiently all PCD tools and all wire machines, which at present: Agie, Matra and Vollmer.)

Section 4-Training Wage

Training is defined as the training of new hires and the training of existing employees to acquire new skills. The Company shall compensate an employee (excluding leaders) who performs said training \$1.00 per hour in addition to their current hourly wage for the duration of said training. The Company reserves the right to determine the need and the duration of the training and must authorize all training in advance. Leaders are responsible to provide training for employees and this training wage does not eliminate their training responsibility. Employees being trained can request which employee will provide the training, which will be mutually agreed upon the Company and the Union.

Section 5-Pension Plan

The Company will continue to make contributions to the National Industrial Group Pension Plan (NIGPP) counting all years of service, with five (5) years vested, and to provide for disability after ten (10) years. The Company and the Union agree to adopt the provisions of the Preferred Schedule.

Section 6-401 (k) Plan

The Company will match 100% of the employee's contribution up to a maximum of 4% of the employee's eligible compensation in accordance with 401K Plan Safe Harbor Match.

SCHEDULE B-INSURANCE

Section 1-Insurance Benefits Provided

The Company will provide certain Group Life, Accidental Death and Dismemberment, Sickness and Accident, and Hospital-Medical Surgical benefits, Dental and Vision/Optical coverage for employees and their families covered by this Agreement at no cost to the employee.

Section 2-Insurance Benefits Defined

The Company will select the insurance carrier for the Group Life, Accidental Death and Dismemberment, and Sickness and Accident coverage only. Benefits will be subject to standard provisions set forth in the policies. The Company will pay the entire cost of these benefits, will assume increased costs, and will be entitled to receive any dividends or refunds earned.

a) Group Term Life Insurance

\$50,000

b) Accidental Death and Dismemberment

\$50,000

c) Group Sickness and Accident Coverage

66.67% up to a maximum of \$1,000 per week

These benefits will be payable beginning with the first (1st) day in the case of total disability resulting from accidents and beginning with the eighth (8th) day of total disability resulting from illness, or first (1st) day of hospitalization, for a maximum (in any case) of twenty-six (26) weeks for any one disability. Employees to begin receiving Sick and Accidental payments, once approved by the carrier, from day 1 via salary continuance for up to the first five (5) days.

Long-Term Disability payments to commence after the elimination period of the later of 180-days and payable at 60% of salary with a \$4,000 monthly maximum.

The amount of dependent life insurance and accidental death dismemberment insurance will be continued as follows, fully paid by the Company.

Amounts of Dependent Life Insurance:

<u>Class</u>	<u>Amount</u>
Spouse	\$10,000
Children - 14 days but less than 6 months	\$1,000
6 months but less than age 19 or less than age 25 if a full-time student	\$5,000

The amount of insurance for a dependent will not be more than 1/2 the covered person's amount of insurance.

d) **Health Insurance**

The company will provide eligible employees the choice between three (3) medical plan(s) that include hospitalization, prescription, dental and vision coverage. The prescription formulary and co-pays will be in accordance with the selected carrier.

Plan 1 – PPO Plan 1000/2000 Deductible: Employee Contribution					
Defined Election	1/1/24	1/1/25	1/1/26	1/1/27	1/1/28
Single	20.00	20.00	20.00	20.00	20.00
2-Person	40.00	40.00	40.00	40.00	40.00
Family	48.00	48.00	48.00	48.00	48.00

Plan 2 – PPO Plan 1000/2000 Deductible: Employee Contribution					
Defined Election	1/1/24	1/1/25	1/1/26	1/1/27	1/1/28
Single	3.00	3.00	3.00	3.00	3.00
2-Person	5.00	5.00	5.00	5.00	5.00
Family	8.00	8.00	8.00	8.00	8.00

Plan 3 –High Deductible Plan 3000/6000 Employee Contribution*					
Defined Election	1/1/24	1/1/25	1/1/26	1/1/27	1/1/28
Single	0	0	0	0	0
2-Person	0	0	0	0	0
Family	0	0	0	0	0

*Employee contribution is withheld per paycheck and not a deposit to the HSA.

For the HSA- MAPAL will contribute the first \$500/\$1,000 towards your HSA account on January 1st (must be active on that day-prorated for new hires whose hire date is after Jan 1st), If the employee completes their physical and turns it in before February 1st, MAPAL will contribute an additional \$250 single and \$500 for the 2-person and Family election. MAPAL will match dollar-for-dollar of the employee contribution to the annual maximum of \$1,000 single election and \$2,000 2-person or Family election.

Dental Plan					
Defined Election	1/1/24	1/1/25	1/1/26	1/1/27	1/1/28
Single	0	0	0	0	0
2-Person	0	0	0	0	0
Family	0	0	0	0	0

Vision Plan					
Defined Election	1/1/24	1/1/25	1/1/26	1/1/27	1/1/28
Single	0	0	0	0	0
2-Person	0	0	0	0	0
Family	0	0	0	0	0

e) Insurance Waiver Payment

The Company will pay 50% of the single rate per month for those employees who decline Hospital-Surgical-Medical-Dental-Vision/Optical Coverage providing the employee can show coverage under another policy. In the event of loss of coverage from the other insurance Company, the employee is responsible for notifying the Company within 30 days in order to be placed back on the Hospital-Surgical-Medical-Dental-Vision/Optical Coverage.

Section 3-New Hire Insurance Benefits

Insurance benefits will become effective in the case of new employees hired, the first of the month following the month in which the newly hired employee completes his probationary period, if then actively at work. If not at work, upon returning to work. Exception medical benefits are effective day 91 per Federal Law.

Section 4-Insurance Benefits during Layoff

In the case of leaves of absence, all the insurance coverage herein provided will be continued to the end of the calendar month in which the leave of absence begins. An employee on leave of absence may continue Group Life and Hospitalization coverages in force in accordance with COBRA, by paying in advance to the Company the full cost of hospitalization coverages.

Section 5-Hospital-Medical-Surgical Benefits during Layoff

In the case of layoff, the Company will continue Hospital-Medical-Surgical Insurance for two (2) months after the month in which the layoff occurs, on the same basis as for active employees. Such employees may continue Hospital- Medical-Surgical coverages in force in accordance with COBRA by paying in advance to the Company the full cost of hospitalization coverage.

Section 6-Life Insurance during Layoff

In the case of layoff, medical leave of absence, Life Insurance will continue on the same basis as leaves of absence in Section 5.

Section 7-Insurance Benefits and Worker's Compensation

Employees who are receiving Worker's Compensation or who may become eligible for Worker's Compensation benefits, insurance benefits will continue for the duration of such disability up to three years from the date of disability. Should the disability continue in excess of three years, the employee at his/her option can continue coverage for up to eighteen (18) months and make premium payments to the Company.

Section 8-Insurance Benefits at time of Recall from Layoff

An employee will be reimbursed for advance insurance payment made by him/her for any month in which she/he is recalled to work and works not less than seven (7) days in the month. The amount of the reimbursement shall equal the Company's proportionate share of the insurance cost paid by the employee.

ARTICLE XI -WAIVER AND ENTIRE AGREEMENT

Section 1-Acknowledgement of Agreement

The parties acknowledge that during negotiations which resulted in this Agreement, each has unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This Agreement together with any subsequent written Agreement constitutes the entire agreement of the parties.

ARTICLE XII – TERMINATION

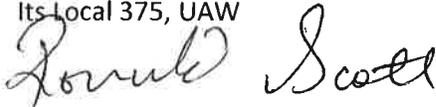
This Agreement shall remain in force until 12:01 A.M., November 1, 2028, thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or any combination thereof, shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

In Witness whereof, the duly chosen representative of the parties hereto affix their name this day of.

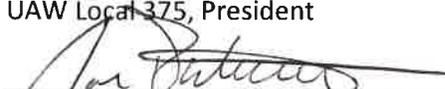
United Automobile, Aerospace and Agricultural
Implement Workers of America, UAW and

MAPAL Inc.

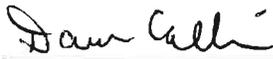
Its Local 375, UAW



Ronald W. Scott, Jr
UAW Local 375, President



Joseph Patterson
UAW Local 375, Vice President



Dawn Collins
UAW Local 375, Recording Secretary



Raymond Warsinski
UAW Local 375 Shop Chair



Terry Millard
UAW Local 375 Committee Person



William Caiger
UAW Local 375 Committee Person



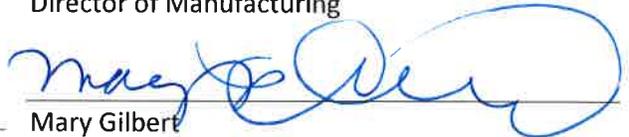
Zach Dunlap
UAW Local 375 Committee Person



Daniel J. Shelton
President & CEO



Paul Abbott
Director of Manufacturing



Mary Gilbert
Human Resource Director



Brittney Gilbert
HR Business Partner



Benjamin Dussia
Production Supervisor

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MAPAL Inc.
Precision Cutting Tools

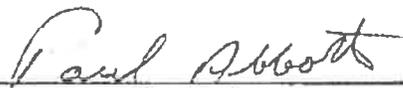
October 7, 2015

Mr. Matt Crowe
Amalgamated U.A.W. Local 375
Committee Representatives
P.O. Box 309
Marysville, Michigan 48040

Re: Letter of Understanding-Tools

Dear Matt,

The Company will provide tools to employees if the tools are required to perform job.



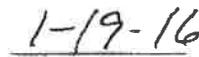
Paul Abbott, Production Manager



Date



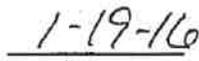
Ron Scott, UAW Local #375 President



Date



Matt Crowe, UAW Local #375 Shop Chair



Date



MAPAL Inc.
Precision Cutting Tools

October 18, 2023

Mr. Ray Warsinski
Amalgamated U.A.W. Local 375
Committee Representative
PO Box 309
Marysville, MI 48040

Letter of Understanding – UAW Flag

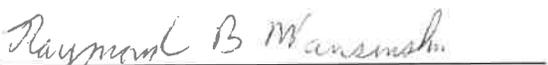
The Company agrees to raise and fly the UAW flag on one of the flagpoles located in the front of the MAPAL Inc. plant building located at 4032 Dove Road Port Huron Michigan 48060.


Paul Abbott, Director of Manufacturing

Date: 1/25/24


Ron Scott, Jr., UAW Local #375 President

Date: 1-25-24


Ray Warsinski, UAW Local #375 Shop Chair

Date: 25 Jan 24



MAPAL Inc.
Precision Cutting Tools

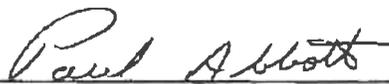
October 13, 2015

Mr. Matt Crowe
Amalgamated U.A.W. Local 375
Committee Representatives
P.O. Box 309
Marysville, Michigan 48040

Re: Letter of Understanding-Job Referral Program

Dear Matt,

The Company agrees to a job referral program that provides for seniority employees to refer candidates for an open position within the organization. Candidates that are referred must qualify for advancement through the hiring process and under no circumstances does a referral guarantee job placement.



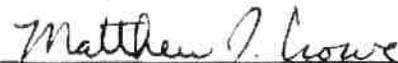
Paul Abbott, Production Manager

1/19/16
Date



Ron Scott, UAW Local #375 President

1-19-16
Date



Matt Crowe, UAW Local #375 Shop Chair

1-19-16
Date



MAPAL Inc.
Precision Cutting Tools

October 7, 2015

Mr. Matt Crowe
Amalgamated U.A.W. Local 375
Committee Representatives
P.O. Box 309
Marysville, Michigan 48040

Re: Letter of Understanding-Email and Signature

Dear Matt,

The Company agrees to provide an email address for committee personnel and to allow for the signature block to be as follows:

Name
Position/Title
UAW Local #375
Office:
Fax:
Cell:

Paul Abbott
Paul Abbott, Production Manager

1/19/16
Date

Ron Scott
Ron Scott, UAW Local #375 President

1-19-16
Date

Matthew J. Crowe
Matt Crowe, UAW Local #375 Shop Chair

1-19-16
Date



MAPAL Inc.
Precision Cutting Tools

October 18, 2023

Mr. Ray Warsinski
Amalgamated U.A.W. Local 375
Committee Representative
PO Box 309
Marysville, MI 48040

Letter of Understanding – Signing bonus

The Company agrees that all full time, active UAW employees on November 1st of 2023, will receive a lump sum gross payment of \$800.00 as a one-time signing bonus for ratification of the 2023-2028 labor agreement.

Paul Abbott
Paul Abbott, Director of Manufacturing

Date: 1/25/24

Ron Scott
Ron Scott, Jr., UAW Local #375 President

Date: 1-25-2024

Raymond B Warsinski
Ray Warsinski, UAW Local #375 Shop Chair

Date: 25 Jan 24



MAPAL Inc.
Precision Cutting Tools

October 15, 2015

Mr. Matt Crowe
Amalgamated U.A.W. Local 375
Committee Representatives
P.O. Box 309
Marysville, Michigan 48040

Re: Letter of Understanding-Overtime Survey

Dear Matt,

If the Company has determined that weekend overtime is required, then the Company will prepare the overtime list before the end of respected shifts on the preceding Thursday. The prepared overtime list will be reviewed with the Shop Chair and then proper committee personnel and/or Working Leader or Supervisor will contact those on the list in order.

In the event an employee is absent on the day of the weekend overtime survey, it is the employee's responsibility upon his/her return to see his/her supervisor to check the survey. If the employee does not make contact with the supervisor, then the employee is considered asked and answered as declined for that overtime.

Paul Abbott
Paul Abbott, Production Manager

1/19/16
Date

Ron Scott
Ron Scott, UAW Local #375 President

1-19-16
Date

Matt Crowe
Matt Crowe, UAW Local #375 Shop Chair

1-19-16
Date



MAPAL Inc.
Precision Cutting Tools

October 4, 2023

Mr. Ray Warsinski
Amalgamated U.A.W. Local 375
Committee Representative
PO Box 309
Marysville, MI 48040

Letter of Understanding – Co-op Students

The Company and the Union agree the Company may employ four (4) co-op students. Such student(s) are not members of the bargaining unit. In the event of a layoff, the Company and the Union agree that the co-op students will be laid off first and called back last. Co-op student(s) can be placed in any one position provided it does not prevent a bid from being posted.

Paul Abbott
Paul Abbott, Director of Manufacturing

Date: 1/25/24

Ron Scott Jr
Ron Scott, Jr., UAW Local #375 President

Date: 1-25-24

Raymond B Warsinski
Ray Warsinski, UAW Local #375 Shop Chair

Date: 25 Jan 24



MAPAL Inc.
Precision Cutting Tools

October 15, 2015

Mr. Matt Crowe
Amalgamated U.A.W. Local 375
Committee Representatives
P.O. Box 309
Marysville, Michigan 48040

Re: Letter of Understanding-Orientation (New Hires)

Dear Matt,

The Company agrees that a one (1) hour meeting will be allocated during the orientation period for newly hired potential UAW bargaining unit members. The meeting shall be facilitated by the Local President's office and up to two (2) UAW Local #375 committee person(s).

Paul Abbott
Paul Abbott, Production Manager

1-19-16
Date

Ron Scott
Ron Scott, UAW Local #375 President

1-19-16
Date

Matthew J. Crowe
Matt Crowe, UAW Local #375 Shop Chair

1-19-16
Date



MAPAL Inc.
Precision Cutting Tools

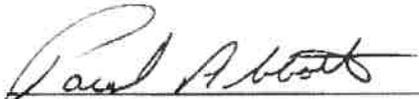
October 12, 2018

Mr. Matt Crowe
Amalgamated U.A.W. Local 375
Committee Representative
PO Box 309
Marysville, MI 48040

Letter of Understanding – Short-term Disability as Compensated Hours

The Company agrees that upon prior notice and with its approval, hours taken under Short-term disability may be considered as hours compensated for overtime purposes only.

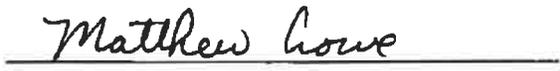
Each request will be reviewed due to the nature of the circumstances in each case.


Paul Abbott, Production Manager

Date: 10/12/18


Jessie Wilson, UAW Local #375 President

Date: 10/12/18


Matthew Crowe, UAW Local #375 Shop Chair

Date: 10/12/18



MAPAL Inc.
Precision Cutting Tools

October 4, 2023

Mr. Ray Warsinski
Amalgamated U.A.W. Local 375
Committee Representative
PO Box 309
Marysville, MI 48040

Letter of Understanding – Christmas Bonus 2023 only

The Company agrees that all full time, active UAW employees on December 1st of 2023, will receive a lump sum gross payment of \$350.00 payable by December 15th. This is the only and last time that the Christmas Bonus will be paid. This letter is no longer in force after December 31, 2023.

Paul Abbott
Paul Abbott, Director of Manufacturing

Date: 1/25/24

Ron Scott
Ron Scott, Jr., UAW Local #375 President

Date: 1-25-24

Raymond B Warsinski
Ray Warsinski, UAW Local #375 Shop Chair

Date: 25 Jan 24



MAPAL Inc.
Precision Cutting Tools

October 18, 2023

Mr. Ray Warsinski
Amalgamated U.A.W. Local 375
Committee Representative
PO Box 309
Marysville, MI 48040

Re: Letter of Understanding – Productivity Bonus

Dear Ray,

The Company proposes the addition of a Productivity Bonus Plan with defined criteria as listed below:

Scope

The Productivity bonus plan is designed to improve the competitiveness of MAPAL Inc. by achieving and sustaining 100% on-time delivery. In doing so, employees are rewarded for their contribution and diligence to the business.

Plan Year and Eligibility

The plan year is from January 1st through December 31st. The company and individual measures along with the eligibility in determining bonus awards is outlined within this letter.

Target objectives/Key Metrics

The table below shows the relevant company and individual targets for each year of the labor agreement. When the performance equals the target, the reward amount will be reviewed and calculated. If the target is not reached, then no payout would be made for that target in the defined year.

Definition of Target Criteria

The On-Time delivery is an average of PCD new and repair plus Carbide new and repair tooling, calculated together as a yearly result. *The On-Time delivery goal is always 100% and the target will be set annually, **with a meeting between the company and shop chair**, in response to market demand, volume, previous year's results, and corporate goals and will not exceed 95%, **nor will the target be reduced.**

The Unexcused and Unscheduled absenteeism is defined as time off that was not scheduled five (5) days in advance greater than 40 hours total.

Internal non-conformances are defined as a non-conformance resulting in a tool to be restarted or replaced. **On going targets for the remainder of the contract will be set with a meeting between the**



MAPAL Inc.
Precision Cutting Tools

company and shop chair. The targets must always be improving by minimum 10% each year. On going targets cannot be above 220 in future years.

Target Measure	1/1/24 to 12/31/24	1/1/25 to 12/31/25	1/1/26 to 12/31/26	1/1/27 to 12/31/27	1/1/28 to 12/31/28
On-Time delivery	=/> 85%	TBD*	TBD*	TBD*	TBD*
Unexcused and Unscheduled Absenteeism	40 Hours or Less	40 Hours or Less	40 Hours or Less	40 Hours or Less	40 Hours or Less
Internal non-conformances	=/< 220 occurrences	TBD	TBD	TBD	TBD

Target reward when target measure is achieved	1/1/24 to 12/31/24	1/1/25 to 12/31/25	1/1/26 to 12/31/26	1/1/27 to 12/31/27	1/1/28 to 12/31/28
On Time Delivery	86% + \$1,300.00 85 - 85.99% \$1,100.00 84 - 84.99 \$500.00 83.99 less \$0.00	TBD	TBD	TBD	TBD
Unexcused and Unscheduled Absenteeism	\$700.00 Gross	\$700.00 Gross	\$700.00 Gross	\$700.00 Gross	\$700.00 Gross
	11/1/23 to 10/31/24	11/1/24 To 10/31/25	11/1/25 To 10/31/26	11/1/26 To 10/31/27	11/1/27 To 10/31/28
Internal non Conformances	200 or less \$1,000.00 201 - 220 \$700.00 221 - 252 \$350.00 253 or more \$0.00	TBD	TBD	TBD	TBD

Eligible employees

All fulltime, active MAPAL UAW employees who were actively at work during the periods in the table above.

Payout period

When the target measure(s) are achieved, the payment will be processed prior to January 31st of the next plan year, **THE NONCONFORMANCE TARGET IF ACHIEVED, TO BE PAID BY DECEMBER 15TH OF THE CURRENT PLAN YEAR.** Payments will be subject to legally required withholdings and 401(k) if applicable.

This plan is active from January 1, 2024 through December 31, 2028.



MAPAL Inc.
Precision Cutting Tools

Paul Abbott

Paul Abbott, Director of Manufacturing

Date: 1/25/24

Ron Scott

Ron Scott, Jr., UAW Local #375 President

Date: 1-25-24

Raymond B Warsinski

Ray Warsinski, UAW Local #375 Shop Chair

Date: 25 Jan 24



MAPAL Inc.
Precision Cutting Tools

October 5, 2023

Mr. Ray Warsinski
Amalgamated U.A.W. Local 375
Committee Representative
PO Box 309
Marysville, MI 48040

Re: Letter of Understanding – Remote time off requests

Dear Ray,

The Company and Union agree that the Company will investigate/develop a system that will provide remote time off request access via Fiori. Employees will be responsible to meet requirements including security and equipment that accepts current software updates.

Paul Abbott
Paul Abbott, Director of Manufacturing

Date: 10/5/23

Ron Scott
Ron Scott, Jr., UAW Local #375 President

Date: 10/5/23

Raymond B Warsinski
Ray Warsinski, UAW Local #375 Shop Chair

Date: 5 OCT 23



MAPAL Inc.
Precision Cutting Tools

October 15, 2018

Mr. Matt Crowe
Amalgamated U.A.W. Local 375
Committee Representative
PO Box 309
Marysville, MI 48040

Letter of Understanding – Assistant Maintenance Position

If this position is approved in the 2019 budget, the Company and Union will sit down and discuss the assistant maintenance position as discussed during 2018 negotiations, including; a review of potential training opportunities, possibly an apprenticeship program to support the skill growth of the position.

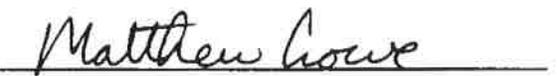
The Company and Union agree this position will be filled from the production floor.


Paul Abbott, Production Manager

Date: 10/16/18


Jessie Wilson, UAW Local #375 President

Date: 10/16/18


Matthew Crowe, UAW Local #375 Shop Chair

Date: 10/16/18



MAPAL Inc.
Precision Cutting Tools

October 16, 2018

Mr. Matt Crowe
Amalgamated U.A.W. Local 375
Committee Representative
PO Box 309
Marysville, MI 48040

Re: Letter of Understanding – Shop Chair Office Hours

Dear Matt,

The Company agrees to schedule 10 hours per week for the Shop Chair to perform joint projects and/or union related business, subject to the obligation to promptly notify your immediate Supervisor or Production Manager as provided in Article III, Section 7 and Section 8.

Paul Abbott
Paul Abbott, Production Manager

Date: 10/16/18

Jessie Wilson
Jessie Wilson, UAW Local #375 President

Date: 10/16/18

Matthew Crowe
Matthew Crowe, UAW Local #375 Shop Chair

Date: 10/16/18



MAPAL Inc.
Precision Cutting Tools

October 19, 2018

Mr. Matt Crowe
Amalgamated U.A.W. Local 375
Committee Representative
PO Box 309
Marysville, MI 48040

Letter of Understanding – Veteran's Day

The Company agrees to provide the day off with 8 hours straight time pay to full time active UAW employees that have provided proof of military service (example DD214; military orders, etc.) to the Company for Veteran's Day (or the day observed) during the 2018-2023 labor agreement.

Paul Abbott, Production Manager

Date: 10/16/18

Jessie Wilson, UAW Local #375 President

Date: 10/16/18

Matthew Crowe, UAW Local #375 Shop Chair

Date: 10/16/18