

AGREEMENT

between

**WISCONSIN REGIONAL TRAINING
PARTNERSHIP**

and

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO
LOCAL LODGE 66**



JUNE 1, 2024 – MAY 31, 2028

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EQUAL EMPLOYMENT OPPORTUNITY

WRTP | BIG STEP is committed to equal employment opportunity. We will not discriminate against staff members or applicants for employment on any legally-recognized basis ("protected class") including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform service member status; or any other protected class under federal, state, or local law.

Under Wisconsin state law, the following also are a protected class: age (40 or over); race; creed; color; disability; marital status; sex; national origin; ancestry; pregnancy, childbirth, maternity leave, or related medical conditions; arrest or conviction records; military service; sexual orientation; use or nonuse of lawful products off the employer's premises during nonworking hours; Civil Air Patrol membership; genetic testing; and declining to attend a meeting or participate in communication about religious or political matters that are not required by law.

PREAMBLE

This Agreement has been entered into by and between WRTP | BIG STEP, Milwaukee, Wisconsin, hereinafter referred to as the "Employer," and International Association of Machinists and Aerospace Workers District 10, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I - RECOGNITION

- 1.1 The Employer recognizes the Union, its designated agents and representatives, and its successors and/or assigns, as the sole and exclusive collective bargaining agent on behalf of all of the Employees of the Employer within the bargaining unit as hereinafter defined, with respect to wages, hours and all other terms or conditions of employment.
- 1.2 The term "Employee" as used in this Agreement shall mean a member of the WRTP | BIG STEP staff, consisting of all full-time employees employed by the Employer, but excluding all persons in executive positions and supervisory employees as defined by the National Labor Relations Act.
- 1.3 In the event there is a joint employer (e.g., WMEP), of the employee, which is responsible for paying the employee, the employee shall receive wages and benefits as provided by the joint employer to its employees.
- 1.4 This Agreement shall be binding on the successors and assignees of the parties hereto. No provisions, terms, or obligations herein contained shall be modified, altered, or changed in any way whatsoever by a consolidation, merger, sale, transfer, or assignment, in part or in whole by either party hereto, or affected in any way whatsoever by any change of any kind in the method of operation, legal staff, ownership or management of either party hereto.

Employees shall not suffer any loss of benefits of any description as a result of any change or transfer of ownership as described above. Any benefits accruing to them as a result of agreements with preceding employees or managements shall continue to be adhered to by the succeeding employer or management.

- 1.5 This Agreement shall cover all future entities which the employer may create during the term of this Agreement or any extension thereof, which involve the partial or complete transfer of work covered or performed by employees.
- 1.6 The Union and the Employer agree to cooperate fully in establishing harmonious relations and good working conditions.

ARTICLE II - UNION SECURITY

- 2.1 It is hereby understood and agreed that Union membership is voluntary for Employees and is not a condition of employment with the Employer. However,

should Wisconsin Act 1 of 2015 be found to be unenforceable, repealed or negated by changes in State or federal law, the parties agree that Section 2.2 of this Agreement would immediately take effect upon the effective date of such change.

- 2.2** To the extent permitted by law, it shall be a condition of continued employment that all Employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, not later than the thirty-first (31st) day (or such longer periods as the parties may specify) following the effective (execution) date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of continued employment that all Employees covered by this Agreement and hired on or after its effective date shall, not later than the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.
- 2.3** To the extent permitted by law, the Employer will within five (5) working days after receipt of notice and documentation from the Union, discharge any Employee who is not in good standing in the Union as required by the preceding paragraph.
- 2.4** Deductions shall be made on account of initiation and/or reinstatement fees and dues payable from the first pay of the employee after receipt of the authorization. Deductions shall be made on account of Union dues from the first pay check of the employee after receipt of the authorization and monthly thereafter from the first pay of the employee in each month.
- 2.5** Deductions shall be remitted to the District NO. 10, IAMAW no later than the tenth (10th) day of the month following the month in which the deduction was made and shall include all deductions made in the previous month. The Company shall furnish the District NO. 10, IAMAW, monthly, with a record of those for whom deductions have been made and the amounts of the deduction, and the names of those employees for whom deductions were not made and the reason they were not made.
- 2.6** If, due to illness or being on vacation, an employee's dues are not checked off, such deduction will be made no later than the tenth (10th) day of the month following return to work.
- 2.7** The employer shall provide for Machinists non-Partisan Political League (M.N.P.L) and/or Committee on Political Education (C.O.P.E.) deductions.
- 2.8** The Union shall indemnify and hold the Employer harmless against any and all claims, demands, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE III – MANAGEMENT RESPONSIBILITIES

- 3.1** All traditional management responsibilities which are not specifically limited by the express language of this Agreement are retained and decided by the Employer. Such responsibilities include but are not limited to the management of the organization; the direction, staffing and scheduling of the work force; the right to hire, suspend or discharge for cause; the assignment of work; the transfer, promotion or demotion of Employees; the relieving of Employees from duty when the Employer in its sole discretion determines that a lack of work or funding exists or for other legitimate reasons; the right to plan, schedule, direct and control all organization operations, and the right to establish reasonable work rules. The Employer retains the sole right to establish, change or introduce new or improved work methods, standards, levels of quality, or facilities, and to perform all management functions not specifically limited by this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.
- 3.2** The Employer retains the right to periodically consult with Employees on job performance and satisfaction of applicable performance metrics.

ARTICLE IV - SENIORITY

- 4.1** All new Employees shall be probationary Employees for the first ninety (90) calendar days of employment with the Employer. During this period, the Employee shall have no seniority status under this Agreement and the Employer may lay off, terminate, or discipline such Employee at its discretion. Such layoff, termination, or discipline shall not be subject to the grievance procedure. At the conclusion of the probationary period, the Employee's name shall be added to the seniority list as of his/her last hiring date. If a former Employee is rehired, such employee shall again be a probationary employee for the first ninety (90) calendar days following such rehire. Any extension of the probationary period shall be by mutual agreement with the Union.
- 4.2** To the extent the Employer merges or otherwise partners with an existing or newly created organization, the seniority of the employees of such organization prior to the merger or partnership shall not apply for purposes of this Agreement.
- 4.3** The Employer shall consider seniority when making decisions regarding promotions, demotions, layoffs and recalls, provided that the affected Employee has the required skills and abilities to perform the responsibilities of the position. Any reductions in workforce will be based on the future viability of the organization.
- 4.4** Affected employee(s) may accept layoff or exercise their right to fill a vacancy with consideration given to project/program continuity.
- 4.5** Laid off employees accrue seniority for one (1) year, and maintain seniority as long as the employee maintains contact with the employer annually. Failure to maintain

contact will be considered a voluntary quit. Laid off employees will also be required to remain in good standing with the Union to retain their seniority.

4.6 Employees transferred out of the Bargaining Unit for a non-bargaining unit position, shall after one (1) year forfeit all rights to seniority and shall have no right to return to the bargaining unit except as a new employee.

4.7 Seniority shall be lost for:

- A. Voluntary quit.
- B. Discharge for just cause.
- C. Retirement.

4.8 When it becomes necessary to decrease the workforce, all probationary employees shall be the first to be laid off, should further reductions be necessary, such reductions shall be handled according to Article IV, paragraph 4.4. The employer also agrees to provide employees to be laid off with a ten working day notice of such layoff.

ARTICLE V - POSITION DESCRIPTION

5.1 The Employer currently employs Employees in the following classifications:

- A. Coordinator.
- B. Senior Coordinator.
- C. Specialist.
- D. Clerical.

5.2 The Employer shall maintain a job description for each represented position and shall provide any revisions to such job description to the Union representative. In the event new classifications are created or existing classification duties are significantly changed, such classification and its range of pay shall be mutually agreed upon by the Employer and the Union.

ARTICLE VI - JOB OPENINGS

6.1 Notice of job openings containing pertinent information will be posted internally for three (3) working days prior to being posted to external applicants.

6.2 The employee shall notify the employer within three (3) working days of notice of new job openings if they are interested in applying for the position.

6.3 Labor (Shop Chair and/or designee) will have up to two people on the hiring and interview committee of any bargaining union positions. Their recommendations will be heard, valued, and considered but the final selection of a new hire rest with management.

- 6.4 If the selected Employee is not able to learn or satisfactorily perform the duties of the position, finds the position undesirable, or does not satisfy the requirements for qualification for the position, that Employee will be returned to their former position, at the Employer's discretion or the Employee's request, provided the position is in existence and currently active. The Employee must notify the Employer of a request to return to the former job within fifteen (15) working days, which period may be extended by mutual agreement of the Employer and Employee.
- 6.5 In the event that an open position has not been filled, a supervisor may perform the functions of such open position for a period not to exceed thirty (30) calendar days, which period may be extended by mutual agreement of the parties.

ARTICLE VII - PAY AND EXPENSES

- 7.1 Effective July 1, 2024, each Employee with ninety (90) days or more seniority as of the effective date of the Agreement shall receive a four (4) percent wage increase.

Effective July 1, 2024, each Employee who has less than ninety (90) days seniority and is a member of the bargaining unit on the effective date of the Agreement shall receive a one (1) percent wage increase.

Effective June 1, 2025, and every June 1 thereafter during the term of the Agreement, each Employee shall receive a four (4) percent wage increase.

Employees are not entitled to any merit-based wage increases. Any such increases are at the discretion of management.

- 7.2 The pay period shall be bi-weekly (every two weeks). Direct deposit will be available. Payday will be on Thursday and checks needing to be mailed will be mailed Thursday.

7.3 Expenses

- A. Mileage will be paid for use of personal vehicle(s) consistent with IRS rules and rates for trips of more than five (5) miles from the Employee's assigned work location.
- B. Per Diem will be allowed at the highest amount consistent with IRS regulations for breakfast, lunch, and dinner reimbursement, as provided in IRS per diem details, for any travel with duration greater than six (6) hours or distance of more than one hundred (100) miles from the Employee's assigned work location.
- C. Other legitimate business expenses will be allowed when submitted on the applicable monthly voucher, to the extent allowed by the applicable funding source.

1. The travel must be authorized by the employee's supervisor/President/CEO.
2. The employee is responsible for the accuracy of travel claims and related documents.
3. Each employee shall be allowed expenses (consistent with IRS regulations), when out of town overnight as well as reimbursement for a receipted lodging charge.
4. Expenses are reimbursed upon submission of a monthly expense voucher identifying the amount and purpose of those expenses. Expenses must be submitted by the last business day of the month following the month in which the expense was incurred to be eligible for reimbursement. No reimbursement will be made for expenses reimbursed after the deadline described in this section.

ARTICLE VIII - INSURANCE

- 8.1** All employees working thirty-two (32) or more hours per week shall receive full fringe benefit coverage as outlined in this Article VIII.
- 8.2** The employer will provide, at a cost to an employee, family or single health insurance coverage. The cost of the health insurance coverage is to be fifteen percent (15%) of the total premium for single coverage or family coverage, split over the first two bi-weekly pay periods per month, based on Article 7.2.
- 8.3** The following fringe benefit coverage is provided:
- A. Health insurance coverage (employee-only, employee + spouse, employee + child, or family coverage, at the option of the employee) paid for by the Employer and Employee as described in Section 8.2. The in-network deductible for the health insurance is \$2,000 for employee-only coverage and \$4,000 for all other tiers of coverage. The out-of-pocket maximum for the health insurance is \$6,900 for employee-only coverage and \$13,800 for all other tiers of coverage.
 - B. Dental insurance (employee-only or family coverage, at the option of the employee) with an individual annual maximum of \$2,000. The premiums for the dental insurance shall be paid by the Employer.
 - C. Vision insurance (employee-only or family coverage, at the option of the employee) with an individual annual maximum of \$2,000. The premiums for the vision insurance shall be paid by the Employer.
 - D. Life insurance and accidental death and dismemberment (AD&D) insurance in the amount of fifty thousand dollars (\$50,000) paid for by the

Employer, with the option to convert coverage upon separation from employment.

E. Short- and long-term disability insurance, paid for by the Employer.

The coverage and contribution amounts provided for under this Article VIII may be changed upon mutual agreement of the Employer and Union. Copays, deductibles and annual limits may be subject to change due to factors such as insurance company underwriting requirements and state or federal law changes.

Notwithstanding anything in this Article, if the premium cost for any fringe benefit described in this section increases more than ten percent (10%) in a year, the parties agree to meet for the purposes of making changes to the current plan to contain costs. Any modifications to the plan shall be made by mutual agreement of the parties.

8.4 Medical benefits start the first day of the month following the date of hire. Benefits terminate at the end of the month of separation from employment.

8.5 Employees who have opted out of the Employer's Health Insurance coverage prior to November 1, 2014, will receive fifty percent (50%) of the monthly cost of the health insurance premium for their level of coverage (single or family) as taxable compensation through the Employer's Section 125 plan. For purposes of this option, the cost of the monthly premium will be the actual cost as determined by the insurance provider. Employees who opt out of the Employer's Health Insurance coverage will receive their payments on a monthly basis, in a manner to be mutually agreed upon by the Employer and Union. This option applies to health insurance only. Any Employee selecting the opt out benefit, will still have other benefits provided by the Employer pursuant to this Agreement.

8.6 Effective January 1, 2015, Employees who opt out of the Employer's Health Insurance coverage will receive fifty percent (50%) of the monthly cost of the health insurance premium for single coverage as taxable compensation through the Employer's Section 125 plan, regardless of the level of coverage the Employee could have selected. This option applies to health insurance only. Any Employee selecting the opt out benefit will still have other benefits provided by the Employer pursuant to this agreement. In order to opt out of the Employer's Health Insurance coverage, the Employee must prove that the Employee has alternative group health insurance coverage.

8.7 Employer will contribute annually towards employee's deductible portion on employer's health insurance plan through a Health Savings Account (HSA) equal to \$1,500 for single coverage and \$3,000 for family coverage. Payments to the HSA will be made over a (12) month period or upon hardship or medical necessity. Employees will receive one-twelfth (1/12) of the HSA amount for each month employed during the calendar year with the understanding that if you work any given day within a month in the calendar year that month shall be counted as a month

employed for calculation for the HSA. Employees not currently employed by WRTP will not receive a contribution to their Account.

ARTICLE IX - VACATIONS

- 9.1** Employees shall accrue vacation as follows:
- A. Employees who have attained ninety (90) days of service shall receive up to two (2) weeks of vacation with pay in the first (1st) year of hire. Vacation shall start accruing upon ninety-one (91) days of service.
 - B. Employees who have attained three (3) years of service shall receive up to three (3) weeks of vacation with pay.
 - C. Employees who have attained four (4) years of service shall receive up to four (4) weeks of vacation with pay.
 - D. Employees who have attained fifteen (15) years of service shall receive up to five (5) weeks of vacation with pay.
 - E. Employees who have attained twenty-four (24) years of service shall receive up to six (6) weeks of vacation with pay.
 - F. Up to two (2) weeks of vacation will be paid out upon termination of employment, except that no vacation will be paid out in the case of termination by the Employer for just cause.
 - G. If any Employee is gone from work for forty-five (45) consecutive days or more, their vacation eligibility will be prorated on their return.
- 9.2** For any employee hired before September 1, 2001 the vacation year shall be January 1 to December 31, vacation to be figured by subtracting the year of hire from the current year. For employees hired after September 1, 2001 the vacation year shall be by anniversary date of hire.
- Computation of vacation service will begin on the date the employee began work for the employer, which dates shall be the dates on which employment began subsequent to any break in service.
- 9.3** Continuous vacation service computed under section 9.1 and/or 9.2 will only be considered broken when a break in seniority occurs by voluntary quit, discharge for just cause, layoff, or due to no work of an employee on probation.
- 9.4** Vacation pay shall be based on the salary in effect on the date immediately prior to the employee leaving on vacation. Vacation pay shall be payable on next pay cycle.
- 9.5** Vacation may be requested at any time during the year. However, vacation schedules will be necessary to conform to the requirements of the business. It

shall be permissible to postpone up to two (2) weeks of vacation from one (1) year to another.

- 9.6 Employees whose employment is terminated shall receive unused vacation pay due them under Section 9.1 of this Agreement, up to a maximum of two (2) weeks. No rolled over vacation will be paid out pursuant to this section and no vacation will be paid out in the case of termination by the Employer for just cause.
- 9.7 In the event a paid holiday named in these policies falls during an employee's vacation period, such employee shall receive holiday benefits instead of vacation usage.
- 9.8 In the event of death of an employee who is entitled to a vacation under the provisions hereof, such vacation pay and earnings due her/him shall be paid to the lawful heirs in accordance with the law.
- 9.9 If an Employee's vacation is canceled by the President/CEO or his/her designee, the unused vacation shall be waived to the next year, if desired by the Employee, or the Employee may receive payment in lieu of vacation, funds permitting.
- 9.10 The use of vacation time must have the prior approval of the President/CEO or his/her designee.

ARTICLE X - HOLIDAYS

- 10.1 Employees are entitled to the following paid holidays:

Day preceding New Year's Day	Fourth of July
New Year's Day	Labor Day
Day following New Year's Day	Thanksgiving Day
Martin Luther King Holiday	Day after Thanksgiving Day
Good Friday	Day preceding Christmas Day
Memorial Day	Christmas Day
Juneteenth	Day following Christmas Day
Federal Presidential Election Day	

- 10.2 When any of the listed holidays fall on Saturday or Sunday, the holiday shall be celebrated on the Monday following the holiday or as mutually agreed upon by the Employer and Union.
- 10.3 An Employee shall be paid for the holidays described in Section 10.1 of this Agreement provided the Employee has worked the scheduled work day preceding the holiday and the scheduled work day next following the holiday, unless prevented from doing so by reason of vacation, jury duty, or other leave provided for by this Agreement. An Employee off work due to illness shall receive pay for paid holidays as long as any continuous absence does not exceed the seven days preceding or following the holiday and the absence is certified with a physician's

note. All Employees unable to work yet receiving compensation through other means (i.e. Sickness and Accident benefits, Workers Compensation, or other forms of compensation) shall not be eligible for Holiday pay.

ARTICLE XI - SICK /PERSONAL DAYS

- 11.1 Employees shall be entitled to nine (9) personal/sick days per calendar year except that the number of personal/sick days shall be pro-rated in the Employee's first calendar year of employment. Employees with ninety (90) days or more seniority shall be entitled to payout of unused personal/sick days upon termination of employment, unless such termination is for just cause.

ARTICLE XII - UNPAID LEAVES OF ABSENCE

- 12.1 Leaves of absence will be granted in accordance with leave requirements under applicable federal, state, and local law, or the Employer's policy. Sickness or disability leaves may be granted by the Employer upon request and presentation by the Employee of a certificate issued by a licensed physician. This certificate must explain the nature and approximate duration of the sickness or disability. The granting of such leaves shall be the sole discretion of the Employer, subject to applicable law and based upon the certificate issued by the physician assuming that the Employee cannot be placed into other employment within the organization.
- 12.2 The Employer will approve up to one week of leave from work for bona fide Union business for no more than one (1) Employee at a time, provided that the Employer is given thirty (30) days' advance notice by the District. The Employer will approve long-term leave for bona fide Union business for no more than one (1) Employee at a time, provided that the Employer is given sixty (60) days' advance notice by the District.
- 12.3 During leaves of absence seniority will continue to accumulate for a period of one (1) year then frozen.

ARTICLE XIII – BEREAVEMENT LEAVE

- 13.1 Full-time Employees who have completed ninety (90) days of employment shall be eligible for three (3) paid days of leave in the event of the death of an immediate family member. Members of the immediate family include spouses, domestic partners, parents, brothers, sisters, children, children of domestic partners, grandchildren, grandparents, parents-in-law, grandparents-in-law, and parents of domestic partners. Full-time Employees who have completed ninety (90) days of employment are eligible for one paid day of leave to attend the funeral of aunts, uncles, nieces and nephews. Exempt staff members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Requests for bereavement leave must be made in accordance with the Employer's policies and procedures as soon as possible. The Employer reserves the right to

request written verification of an Employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

ARTICLE XIV - JURY AND WITNESS DUTY

- 14.1** Full-time Employees subpoenaed for jury duty will receive the difference between their regular base pay and the sum received for such services, for each day on which the Employee performs such jury duty and on which the Employee would otherwise have been scheduled to work. The Employee shall not be absent from work longer than compelled to be by summons or order of the court, and shall provide such evidence of necessary absence and jury compensation as the Employer shall require.

ARTICLE XV - MILITARY RESERVE DUTY

- 15.1** The employer agrees to pay employees who are members of an active, organized military reserve component, and who take leaves of absence for military reserve field duty service or encampment, the difference between their military pay and their regular pay for a maximum period of two (2) calendar weeks (ten (10) working days) per year.

ARTICLE XVI - PENSION

- 16.1** The Employer shall make a monthly contribution to a 401(k) plan account for each Employee. The amount of the monthly contribution shall be ten percent (10%) of the individual Employee's gross monthly salary, less any contribution to the IAM Pension Plan described in Section 16.2 of this Agreement.
- 16.2** The Employer shall contribute to the IAM Pension Plan on behalf of each Employee. The amount of the contribution shall be \$1.50 per hour for Employees in the following classifications:
- A. Clerical
 - B. Coordinator
 - C. Specialist

The amount of the contribution shall be \$3.00 per hour for Employees in the to the following classification:

- A. Senior Coordinator

The IAM National Pension Fund standard Contract Language is incorporated into this Agreement by reference.

- 16.3 Administrative costs for the initial set up and the monthly deposits for the 401(k) account will be the responsibility of the employer. Charges after the monthly deposit are the responsibility of the employee.

ARTICLE XVII - GRIEVANCE PROCEDURE

- 17.1 For the purpose of this Agreement, the term "grievance" means any dispute between the Employer and the Union or between the Employer and any Employee concerning the effect, interpretation, application, and claim of breach or violation of this Agreement or any right thereunder.

- 17.2 Any such grievance shall be settled in accordance with the grievance procedure described in this Section 17.2:

Step 1: An Employee must discuss his/her grievance with management and their Union representative. No grievance shall be entertained or processed unless it is submitted to the Employer within five (5) working days from the Employee's knowledge of the event giving rise to the grievance, except in the case of a grievance pertaining to a layoff, it shall be no later than the end of two (2) working days following the Employer action. Management shall provide a written response to the Union representative within five (5) working days of the discussion.

Step 2: The Step 1 answer shall settle the grievance unless the grievance is reduced to writing and submitted to the Employer by the Union representative within ten (10) working days after receiving the Step 1 answer. Management shall provide a written response to the Union representative within ten (10) working days of receiving the written grievance.

Step 3: The Step 2 answer shall settle the grievance unless the Union notifies the Employer within ten (10) working days of its desire to hear the grievance at Step 3 with the Business Representative. The Union and Management representatives shall meet to hear the grievance as soon as practicable, but no later than thirty (30) days after notification was provided to the Employer, which time period may be extended by mutual agreement of the parties. Management shall provide a written response to the Union representative and Business Representative within ten (10) working days of such meeting.

Step 4: The Step 3 answer shall settle the grievance unless the grievance is appealed to arbitration pursuant to Section 18.1 of this Agreement.

- 17.3 General grievances or disputes affecting the employees in the Bargaining Unit as a whole and discharge grievances may be initiated by the Shop Chair directly at Step 3. Likewise, any grievance filed by the Employer shall be initiated at Step 3.
- 17.4 The grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment or settlement of any and all grievances or disputes as herein

defined, whether or not either party to the contract considers the same as a material breach of the contract or otherwise.

- 17.5** The timelines provided for in this Article XVII may be extended by mutual agreement of the parties.
- 17.6** Employer and Union agree that the Union and its officers, representatives and members may engage in permitted Union activity during work time, provided that such time is reasonable and does not unreasonably interfere with the Employee's work responsibilities or the operations of the Organization.

ARTICLE XVIII - ARBITRATION

- 18.1** The answer at Step 3 of the grievance procedure described in Article XVII may be appealed by the Union or Employer to arbitration by notice in writing delivered to the other Party within twenty (20) working days of the date of the delivery of the Step 3 answer.
- 18.2** Upon timely appeal of a grievance to arbitration, either or both parties may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrator's names and qualifications. The Employer and the Union shall each have the right alternately to strike names and the remaining person shall be the mutually accepted arbitrator. On the first grievance arbitrated, the Union will strike first and on subsequent grievances that come before the arbitrator, the first strike will be alternated, so that both parties have equal alternating opportunities to choose between the final two arbitrators on the panel. The arbitrator selected shall be jointly notified of his or her selection and requested to contact the parties with respect to setting up time for a hearing.
- 18.3** The parties agree to utilize expedited arbitration. Any arbitration hearing conducted pursuant to this Agreement shall be held in the Milwaukee, Wisconsin area.
- 18.4** It is understood that the function of the arbitrator shall be to interpret and apply this Agreement and he/she shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provision of this Agreement. The arbitrator's decision shall cover only the particular issue necessary to resolve the grievance submitted without recommendation or comment on any other matters.
- 18.5** The arbitrator's award rendered in accordance with the Agreement shall be final and binding on the Employer, Union, and Employee concerned. The decision of the arbitrator will not be published unless both parties agree to its publication. The expenses and fee of the arbitrator, shall be shared equally by the Employer and the Union; provided, however, that each party shall be responsible for its own costs, including compensating its own representatives and witnesses. Either party may be represented by counsel.

ARTICLE XIX - DISCHARGE AND DISCIPLINE

- 19.1** Employees of the bargaining unit may be disciplined or discharged for just cause. The affected Employee and/or the Union representative shall receive from the Employer a written statement of the reason for any disciplinary action. The Employee or Union representative must sign a copy of any discipline acknowledging receipt, or the right to grieve the discipline is waived.
- 19.2** Disciplinary action will generally be administered in progressive steps, beginning with a verbal warning. The Employer may move to the next step in the disciplinary procedure for just cause. The Employer shall make every effort to follow the progressive disciplinary steps in the order shown below, except as provided in this Agreement:
- A. Verbal warning.
 - B. Written warning.
 - C. Final warning, which may include suspension without pay up to five (5) days.
 - D. Discharge.
- 19.3** Actions that may result in progressive disciplinary steps being bypassed and discipline up to and including termination being imposed include, but are not limited to, the following:
- A. Violation of the Employer's policies or safety rules.
 - B. Unauthorized or illegal possession, use, or sale of, or impairment by, alcohol or controlled substances on work premises or during working hours, while engaged in WRTP | BIG STEP activities or in WRTP | BIG STEP vehicles.
 - C. Unauthorized possession, use or sale of weapons, firearms or explosives on work premises.
 - D. Theft or dishonesty.
 - E. Inappropriate or violent physical contact.
 - F. Harassment, discrimination or retaliation in violation of the Employer's EEO and No Harassment policies.
 - G. Performing outside work or use of WRTP | BIG STEP property, equipment or facilities in connection with outside work while on WRTP | BIG STEP time.

ARTICLE XX - ATTENDANCE POLICY

- 20.1** Employees are expected to be present for work at their scheduled and expected time, which may vary depending on an employee's work responsibilities, as determined in consultation with the Employee's supervisor. Employees must report an absence, tardy or early departure to their supervisor immediately and in advance. Employees shall be assessed points for being absent or tardy, or leaving work prior to the scheduled and expected time of departure, in accordance with this Article XX. Points shall not be assessed for time away from work permitted by this Agreement or as required by law.
- 20.2** Points for attendance infractions shall be assessed as follows:
- A. Absence: 1 point
 - B. Tardy: ½ point
 - C. Early departure: ½ point
- 20.3** Points and one-half points shall be removed twelve (12) working months from the date the points were incurred.
- 20.4** Attendance issues will result in progressive disciplinary action up to and including termination based on the following point system:
- A. 3 points: Verbal warning.
 - B. 4 points: Written warning.
 - C. 5 points: Meeting with manager/supervisor, possible suspension.
 - D. 6 points: Employee is subject to termination.
- 20.5** If an Employee is absent for three (3) or more consecutive days, evidence for excusing the absence, such as a doctor's note, may be required by the Employer.
- 20.6** If an Employee is a no call-no show for two (2) or more consecutive days it will be considered a job abandonment, or voluntary termination by the Employee without notice.
- 20.7** Employees may request exceptions for work absences from their supervisor or management. These must be approved on a case-by-case basis.

ARTICLE XXI - SCOPE OF AGREEMENT

- 21.1** The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the entire understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this

Agreement. Therefore, the Employer and the Union 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. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. Any practice or benefit existing prior to this Agreement is negated unless specifically incorporated into this Agreement. This Agreement cancels all prior agreements and constitutes the entire agreement between the parties and concludes collective bargaining for its term.

- 21.2 The Employer and Union agree that that they will work together to reach mutual agreement during the term of this Agreement on any matter involving the wages, hours and working conditions of the Employees which is not specifically provided for in this Agreement and which is not the subject of any grievance.

ARTICLE XXII - ALTERATION OF AGREEMENT

- 22.1 No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the employer and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.
- 22.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.
- 22.3 The parties recognize that this Agreement is contingent upon funding to provide the monies to comply.

ARTICLE XXIII - LEGISLATIVE CHANGES

- 23.1 In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.
- 23.2 The Employer and Union shall meet to negotiate new contract language to replace the particular clause(s) which was invalidated by federal or state legislation.

ARTICLE XXIV - DURATION

- 24.1 This Agreement shall become effective as of June 1, 2024, and the terms and provisions thereof shall remain in full force and effect through and including May 31, 2028. It shall remain in effect from year to year thereafter unless either party gives written notice to the other party of termination (and request to negotiate a new agreement) or a desire to modify the Agreement, not less than sixty (60)

calendar days prior to the expiration date of this Agreement, or the expiration of any such subsequent yearly period.

24.2 In any negotiation of a new Agreement, both parties shall negotiate in good faith with the intent of reaching written agreement prior to the termination date. If they have not reached agreement on or before the termination date, all the provisions of this Agreement shall, nevertheless, remain in effect unless this Agreement is specifically terminated in accordance with this section.

At any time after the termination date, if no agreement has been reached, either party may give written notice to the other party of intent to terminate the Agreement in ten (10) days, which period may be extended by mutual agreement of the parties. All the provisions of the Agreement shall remain in force and effect until this specified time period, including any mutually agreed upon extensions, has elapsed. During this period, attempts to reach an agreement shall be continued.

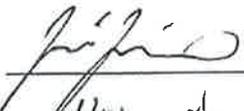
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives this 21 day of June, 2024.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS DISTRICT 10

WRTP | BIG STEP

By: 
Title: Director

By: 
Title: President & CEO

By: 
Title: Union Chairman