

**COLLECTIVE BARGAINING
AGREEMENT**

By and Between

HYTEK FINISHES

and

**INTERNATIONAL ASSOCIATION OF
MACHINISTS**

AND AEROSPACE WORKERS

DISTRICT LODGE 751

EFFECTIVE:

March 1, 2023 through February 28, 2026



Local 8 AFL-CIO

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PREAMBLE

This Agreement, entered into by and between Hytek Finishes (hereinafter called "the Company"), and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 751 (hereinafter called "the Union"), a non-profit organization, evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company and its employees, as they are defined in Article 1, Section 1 of this Agreement, and the Union as their Representatives.

The purpose of this Agreement is to provide for wages, benefits, terms and conditions of employment for employees in the bargaining unit. The parties agree to promote mutual understanding, respect, harmony and cooperation among employees, between employees and the Company, and between the Union and the Company.

The Union and the Company mutually commit to the ideal of continuous improvement. The parties will seek opportunities to increase quality, production and long-term growth that address the needs of the Company, as well as the employees.

The Company and Union agree that the provisions of this Agreement shall apply to all employees in the Bargaining Unit without discrimination, and in carrying out their respective obligations under this Agreement as expressly required by federal and state law, neither party will unlawfully discriminate against any employee because of such individual's race, religion, creed, color, age, gender, gender identity, national origin or citizenship, ancestry, medical condition, physical or mental disability, marital status, protected leaves, sexual orientation, veteran status or any other protected status under applicable federal or state law.

Nothing in this Agreement limits or waives any rights of the employee or employer under any applicable state or federal law.

1 It is further agreed that the parties desire to enter into this
2 Agreement to establish a procedure for the peaceful and
3 orderly settlement of disputes and grievances that may arise
4 affecting the employees covered hereby.

5 NOW, THEREFORE, the parties agree as follows:

6 **ARTICLE 1**
7 **BARGAINING UNIT**

8 **Section 1. Union Recognition.** The Company recognizes the
9 Union, its designated agents and representatives, its
10 successors and/or assigns, as the sole and exclusive collective
11 bargaining agent for the unit certified in NLRB Case No. 19 RC
12 15416 which includes all full-time and regular part-time
13 production and maintenance employees, excluding all other
14 employees, office clerical employees, professional employees,
15 temporary summer employees and guards and supervisors as
16 defined by the Act, with respect to wages, hours and all other
17 terms or conditions of employment.

18 **ARTICLE 2**
19 **MANAGEMENT RIGHTS**

20 **Section 1. Basic Rights.** The Company retains all rights to
21 manage and direct the operations except to the extent such
22 rights are specifically limited or modified by the terms of this
23 Agreement. Nothing in this Agreement is intended to limit the
24 Company's sole and exclusive right to manage the business
25 and direct its working force, including (by way of example, and
26 not by way of limitation), the right: to establish new jobs, create
27 new classifications or eliminate old ones, eliminate old jobs and
28 increase or decrease the number of jobs; to adopt, revise or
29 terminate incentive plans; to pay above the wage rates in this
30 Agreement; to determine the products and methods and
31 means of manufacture, including the introduction of new or
32 improved methods, processes, goods or services of any kind
33 and the right to contract out; the right to schedule and assign
34 work, transfer and lay off employees, train, evaluate and
35 reward employees; discipline, suspend and discharge

1 employees when it has a reasonable basis; to extend,
2 maintain, curtail or terminate the operations of the Company
3 and determine the size, location and relocation of the plant
4 facilities; to determine the quality of workmanship required and
5 maintain performance records for all jobs; to establish and
6 require employees to observe reasonable rules and regulations
7 issued by the Company; and the right to determine the number
8 and starting time of shifts, to assign employees to various jobs
9 and shifts, and to determine the number of persons to be
10 actively employed.

11 **Section 2. Changes.** The Company specifically reserves and
12 the Union recognizes the Company's right to implement,
13 maintain, cancel or modify any benefit, program, policy,
14 practice or procedure not specifically controlled by the
15 language of this Agreement.

16 **Section 3. Subcontracting.** The Company may subcontract
17 work, in its discretion. Anyone who is laid off directly as a result
18 of subcontracting, shall be entitled to four (4) weeks' severance
19 pay.

20 **ARTICLE 3**
21 **UNION SECURITY**

22 **Section 1. Union Membership.** All employees currently on
23 payroll shall have the right to choose, prior to ratification,
24 whether they want to become or remain Union members.
25 Employees hired after date of ratification who elect to become
26 Union members must thereafter remain members of the Union.
27 The Union has an obligation to represent in good faith all
28 employees covered by this Collective Bargaining Agreement.
29 Any employee who is or becomes a member of the Union
30 during the life of the Agreement, must remain a member as a
31 condition of continued employment, except as follows: (a) an
32 employee may satisfy this requirement by payment of current
33 monthly dues and initiation or reinstatement fees, if any, or by
34 the payment of representational fees as allowed by law; (b) any
35 employee with a bona fide religious objection shall be

1 recognized as provided by law; and (c) any employee on
2 payroll as of ratification may withdraw from any obligation
3 under this provision in October, 2024. Nothing herein shall
4 preclude the Company from truthfully advising individual
5 employees that the employee has the option to join the Union
6 and that the choice is binding for the duration of the contract,
7 but the Company shall not campaign or otherwise encourage
8 employees to accept or reject Union membership.

9 **A. Failure to Satisfy Obligations.** The Company shall
10 have no obligation to take any action under this provision
11 until it receives a certified letter from the Union that an
12 employee is not in compliance with the employee's
13 membership obligation. The Company shall have up to
14 five (5) days from that date to terminate an employee
15 who is not in compliance. The certified letter requesting
16 termination shall also be copied to the employee affected
17 by the notice.
18

19 **B. Company Protection.** The Union shall defend and
20 indemnify the Company from any claim brought by an
21 employee related to this provision. In no event shall the
22 Company have any financial liability for actions taken
23 related to this provision.
24

25 **C. Employee Protection.** The Union agrees that neither it
26 nor its members or officers will intimidate or coerce
27 employees into membership in the Union. The Union
28 shall support disciplinary action taken by the Company
29 against any employee engaged in intimidation or
30 coercion relating to Union membership. The Company
31 will not act in any way to intimidate or coerce employees
32 in their membership decision.

33 **Section 2. Check-off.** The Company agrees to deduct from
34 the pay of the employee, upon receipt of a written authorization,
35 initiation fees and monthly dues and to remit those to the Union
36 once per month. The Union agrees to inform the Company in
37 writing of the charges to be deducted and any change, which

1 may be authorized from time-to-time. Payments must be
2 mailed to the Union by the 15th of each month for deductions
3 made from the paychecks issued during the previous month.

4 A. The Union agrees to defend and indemnify the Company
5 and defend it against any and all claims by an employee
6 under this provision. The Company shall not have any
7 liability to the Union for errors in transmittal of dues or
8 deductions of dues from the employee's pay. The
9 Company shall make good faith efforts to comply with this
10 provision, but under no circumstances shall have any
11 financial liability to the Union, nor to the employee.

12 B. The Union and the Company will agree to an authorization
13 form.

14 **ARTICLE 4**
15 **UNION REPRESENTATIVES**

16 **Section 1. Union to Furnish List of Representatives.** The
17 Union shall inform the Company in writing of the names of its
18 Business Representatives and Union Stewards who are
19 accredited to represent it; such information shall be kept up to
20 date at all times. Only persons so designated will be accepted
21 by the Company as representatives of the Union.

22 **Section 2. Access to Plant.** The designated Agent of the
23 Union may visit the Company's facility during the normal work
24 hours of bargaining unit employees twice per month, per shift,
25 but shall not be in the plant during the 30-minute shift tie-ins
26 (*i.e.*, shift overlaps) in recognition of the transfer of work
27 information that must occur during the tie-in periods. During
28 these visits, the designated Agent of the Union will be permitted
29 to tour the plant for up to thirty (30) minutes accompanied by a
30 Union Steward or other bargaining unit person selected by the
31 Company, if a Union Steward is not available. The designated
32 Agent of the Union will contact the Company at least forty-eight
33 (48) hours in advance to schedule plant visits, except when
34 necessary due to a safety issue (in which case the Agent will
35 provide as much notice as possible). The tour shall not exceed

1 thirty (30) minutes and the designated Agent of the Union will
2 not disrupt work or engage in any activity that might pose a
3 safety hazard. The designated Agent of the Union will comply
4 with all requirements for visitors for the plant, such as
5 maintenance of confidentiality, safety procedures and
6 compliance with the International Traffic in Arms Regulations.

7 **Section 3. Pre-Flight Orientation.** The Agent of the Union
8 will be allowed to attend all pre-flight orientation meetings
9 during the fifteen (15) minute Union segment.

10 **ARTICLE 5**
11 **UNION STEWARDS**

12 **Section 1. Number of Union Stewards.** The Union may
13 select one (1) member per twenty (20) employees, or fraction
14 thereof, as Union Stewards.

15 **Section 2. Union Recognition.** The Company recognizes
16 and will deal with all Union Stewards and other Union
17 representatives in matters relating to grievances,
18 interpretations of the Agreement or in any other matter which
19 affect, or may affect, the relationship between the Company
20 and the Union.

21 **Section 3. Union Steward Designation.** A written list of the
22 Union Stewards shall be furnished to the Company
23 immediately after their designation.

24 **Section 4. Union Steward Performance of Duties.** The
25 Company will agree to reasonable arrangements as may be
26 necessary for the designated Union Stewards to properly and
27 expeditiously carry on their Union duties. Such arrangements
28 shall include, when necessary and consistent with the needs of
29 the business, permission for Union Stewards to leave their
30 department to go to any other department, etc., within the
31 bargaining unit to investigate and/or bring about a proper and
32 expeditious disposition of a grievance or complaint. Union
33 Stewards must first make every reasonable effort to notify and
34 obtain permission from a supervisor or manager prior to leaving

1 their department to carry out Union duties. Approval from the
2 supervisor or manager will not be unreasonably withheld. In
3 the event approval is denied based on time-sensitive business
4 requirements, the manager will designate an alternate time
5 when the Union Steward will be allowed to conduct their duties
6 within a reasonable time following the request.

7 The Union and the Company agree that such Union Steward
8 activities shall be conducted in a diligent and expeditious
9 manner, so as to limit the disruption of workflow.

10 The Company shall pay Union Stewards for attendance at any
11 joint Union-Company meetings, but not for any other activities.

12 **ARTICLE 6**
13 **NEW EMPLOYEES**

14 **Section 1. Probationary Period.** New employees must
15 complete a probationary period of ninety (90) days of active
16 employment, to the satisfaction of the Company, before they
17 become eligible for any rights or benefits under this Agreement.
18 The probationary period may be extended by mutual
19 agreement in writing between the Company and the Union.
20 When new employees satisfactorily complete the probationary
21 period, they will be credited with their hire date for purposes of
22 seniority, PTO accrual, and other benefits in accordance with
23 the requirements of any benefit plan or program. Discipline and
24 discharge of probationary employees are not subject to the
25 grievance procedure.

26 **Section 2. Temporary Employees.** The Company may
27 contract for an individual as a temporary employee for up to
28 four hundred eighty (480) working hours within any twelve (12)-
29 month period. Temporary employees are not entitled to any
30 rights or benefits under this Agreement. However, temporary
31 work hours will count towards completion of the probationary
32 period. This provision will not be used to cause the layoff of
33 any employee covered by this Agreement or a direct reduction
34 in regularly scheduled working hours of any employee in the
35 same department. The use of temporary employees

1 performing work normally performed by the bargaining unit
2 shall be limited, and in no case shall the Company have more
3 than one (1) temporary employee for every twelve (12)
4 bargaining unit members, except in the case of extraordinary
5 circumstance, in which case the Company will notify the Union
6 of the reason and expected duration of the exception.

7 **Section 3. Information Provided to Union.** The Company
8 will furnish to the Union, upon request but not more than
9 monthly, a list of all employees covered by this Agreement.
10 The list will include name, address, rate of pay, job
11 classification, date of hire, department and shift. Temporary
12 employees will be specifically designated as such.

13 **Section 4. Introduction to Union Steward.** New employees
14 hired by the Company, who are to be covered by this
15 Agreement, shall be introduced to the Union Steward assigned
16 to represent the new employee's area of assignment, during
17 the new employee's first week of employment or during
18 orientation.

19 **ARTICLE 7**
20 **HOURS OF WORK**

21 **Section 1. Work Schedules.** The current standard work
22 schedule consists of eight (8) hours of work per day, five (5)
23 days per week, Monday through Friday. The work week, work
24 day and shifts may be adjusted at the Company's discretion to
25 meet production requirements. Where new shifts not set forth
26 below are proposed, the Company must engage in good faith
27 negotiations with the Union prior to implementing any long term
28 changes. The Union agrees, when requested, to begin such
29 negotiations within one week and to conduct negotiations in an
30 expedited fashion. In the event the contract is reopened on the
31 issue of work schedules, no other provision will be reopened
32 (all other provisions will remain in force).

33 When making schedule changes (including assignment to
34 weekend shift) lasting more than twenty-eight (28) days, the
35 Company will first use qualified volunteers to satisfy its needs,

1 giving a preference to qualified employees based on their
2 seniority. If there are not sufficient qualified volunteers,
3 qualified employees will be assigned in reverse seniority order.
4 The process described above is not required for the
5 assignment of an employee to a different schedule for up to
6 one-hundred eighty (180) days for on-the-job training. The
7 Company will provide a written notice of return. The Company
8 and the Union may agree to extend the times in this paragraph.

9 In making schedule changes, the Company will also consider
10 whether the change would impose a substantial hardship on a
11 particular individual. In scheduling work, the Company will
12 make accommodations to employees regarding their religious
13 convictions in accordance with state and federal law.

14 A regular full-time employee may be required to work less than
15 full time, in which case the employee shall be paid at the normal
16 straight time rate, including shift premium, for the number of
17 hours worked. Where regular full-time employees have their
18 hours reduced and that reduction continues or is expected to
19 continue for more than thirty (30) days, the Company will select
20 the least senior qualified employee consistent with business
21 needs.

22 The Company may also hire part-time employees. This
23 provision will not be used to cause the layoff of any employee
24 covered by this Agreement or a direct reduction in regularly
25 scheduled working hours of any employee in the same
26 department.

27 **Section 2. Current shifts.**

28 A. **First shift:** Eight (8) consecutive hours beginning at 6:00
29 a.m.

30 B. **Second shift:** Eight (8) consecutive hours beginning at
31 2:00 p.m.

32 C. **Third shift:** Eight (8) consecutive hours beginning 10:00
33 p.m. (the work week, i.e. Monday through Friday, for the
34 third shift starts before first shift Monday not after second
35 shift Monday. Third shift will normally start Sunday

1 evening and such time on Sunday is considered as
2 occurring on Monday).

3 **D. Weekend shift:** Employees working three (3) twelve
4 (12)-hour shifts on either Friday, Saturday, and Sunday or
5 Saturday, Sunday and Monday. Anyone scheduled to
6 work Saturday, Sunday or both as part of their regular
7 workweek shall be entitled to time and one-quarter (1.25)
8 only for hours worked on Saturday and Sunday. When a
9 weekend shift is proposed in a department where one
10 does not currently exist, the Company agrees to meet and
11 discuss this decision with the Union.

12 **E. Start-time adjustment:** The Company, at its discretion,
13 may adjust the start time for shifts by up to two (2) hours
14 forward or backward.

15 **F. Shift Change:** A minimum of three (3) calendar days'
16 notice shall be given to the employee prior to an
17 involuntary change in shift.

18 **Section 3. Lunch and Rest Periods.** Each eight (8) hour shift
19 shall include a thirty (30)-minute unpaid lunch period, where
20 the employee is not required to perform work assignments
21 related to their employment at HYTEK Finishes. All employees
22 shall receive two (2) ten (10) minute paid rest periods on each
23 eight (8) hour shift. Any additional lunch or rest periods during
24 overtime hours or on weekend shifts will be scheduled as
25 determined by law.

26 All eating and drinking shall be confined to the appropriate
27 areas, as defined by the Company, both during lunch and rest
28 periods. The Company shall provide such appropriate areas,
29 and they shall be maintained in a clean and sanitary manner.
30 Employees shall also be responsible for keeping such areas
31 clean and sanitary. Any employees who cannot take a break
32 during their specified rest period because of work assignment,
33 will be allowed a break at the earliest practical time.

34 Five (5) minutes wash-up time will be provided at the end of
35 each shift. The five (5)-minute wash-up time is intended for

1 employees to wash up prior to the end of each shift. If an
2 employee is assigned to exceptionally dirty work, the Company
3 at its discretion may allow the employee more than five (5)
4 minutes to clean up.

5 **Section 4. Overtime.** Overtime is hours worked in excess of
6 forty (40) hours worked or compensated for during a pay week.
7 A pay week is a calendar week Monday through Sunday.
8 Holiday pay and approved paid leave (including PTO) count as
9 hours worked in computing overtime. Employees not being
10 paid the holiday because they have not completed probation
11 will have eight (8) hours added to hours worked for purposes
12 of determining overtime. Weekend Shift will have four (4) hours
13 added to hours worked for a complete three (3)-day shift for
14 purposes of determining overtime. If an employee is unable to
15 complete forty (40) straight-time hours because of lack of work
16 during that week and are sent home by the Company, they will
17 have those hours added to hours worked for purposes of
18 determining overtime, unless otherwise compensated.

19 Employees shall be paid one and one-half (1.5) times an
20 employee's current straight time hourly wage rate (including
21 shift premium) for all hours compensated in excess of forty (40)
22 hours in a normal workweek.

23 Employees shall be paid at two (2) times the employee's
24 current straight time hourly wage rate including shift premium
25 (double time) for:

- 26 A. **All shifts:** Overtime hours worked on a holiday.
- 27 B. **First and Second shifts:** Overtime hours worked on
28 Sunday.
- 29 C. **Third shift:** The second of two (2) additional (overtime)
30 shifts within a pay week, or overtime hours worked on
31 Sunday outside the employee's regular shift, whichever
32 results in greater pay. Third shift employees shall also be
33 eligible for double time in instances where a second
34 overtime shift, within the same pay week, is worked. In
35 order for the second overtime shift to be eligible for double

1 time, it must occur at least eight (8) hours after the first
2 overtime shift.

3 **D. Weekend shift:** Overtime hours worked in excess of
4 twelve (12) in a pay week.

5 The Company will attempt to meet its overtime requirements
6 on a voluntary basis among the employees. The supervisor
7 may designate and require certain employees to work the
8 overtime, due to emergency situations, lack of available
9 qualified personnel, to meet customer demands or for other
10 legitimate business reasons. The Company will make
11 reasonable efforts to allocate overtime work on a fair and
12 equitable basis.

13 An employee who misses work may be allowed by the
14 Company to work make up time at straight time pay during the
15 employee's same pay week, provided the Company decides it
16 can effectively use his/her services.

17 **Section 5. Payment Basis.** Employees shall be paid for time
18 worked consistent with state and federal law.

19 **Section 6. Pyramiding of Rates.** There shall be no
20 pyramiding of premiums under this Agreement. No overtime
21 shall be worked except by direction of appropriate Company
22 management.

23 **Section 7. Call Back Pay.** Employees called or scheduled and
24 reporting to work as such shall receive a minimum of four (4)
25 hours pay at their applicable rate of pay (hourly rate + shift
26 premiums, etc.). Exceptions to this four (4) hour minimum shall
27 be employees who "normally" are on stand-by (such as
28 maintenance). Such employees shall receive a minimum of
29 three (3) hours pay, at their applicable rate of pay, when called
30 in to work.

31 A. Exceptions:

- 32 1. Employee quits, is discharged, leaves sooner than
33 four (4) hours of his own accord, or fails to work as
34 directed (except for reasonable good faith safety

- 1 concerns); or
- 2 2. Work is unavailable due to natural disaster, fire, flood,
3 or outside power failure or other emergency (ies)
4 beyond the control of the Company; or
- 5 3. Employee is a probationary employee under the New
6 Employees Article; or
- 7 4. Employee is temporary; or
- 8 5. Company has telephoned employee at his/her last
9 known primary phone number for the purpose of
10 cancelling his/her work schedule at least two (2)
11 hours before the start of the employee's shift, or, if
12 unable to reach him/her at home, does not permit said
13 employee to punch in at the time clock; or
- 14 6. Employee has been absent for a reason other than
15 approved time off and has not contacted the
16 Company to determine his/her work status.
- 17 B. Where any exception in Section 7 (A) above applies, the
18 employee shall only be paid for actual time worked.
- 19 C. Lack of work and/or mechanical problems which have
20 previously been reported to the Company in writing and
21 resulting in breakdown cannot be considered
22 "emergencies" within the meaning of Section 7 (A) (2)
23 above.

24 **Section 8. Absenteeism.** The Union and Company both
25 agree that absenteeism and tardiness are serious problems
26 which should be cooperatively addressed by the parties. The
27 parties understand that it is the Company's responsibility to
28 implement any specific program. Any changes to the current
29 program must be fully discussed with the Union prior to
30 implementation. The Company will bargain with the Union over
31 the effects of those changes, if requested to do so. Any
32 discipline or termination due to the Company attendance policy
33 will be subject to the grievance and arbitration process.

1 involved in routine production work that requires limited
2 autonomy within the workday, and a limited level of decision
3 making. Process Support employees are still in the learning
4 phases of their positions and need the most direction from
5 employees in the higher classifications within their respective
6 department. No previous experience is required.

7 An employee will be reclassified into Process Support Level 2
8 (PS2) under the following conditions: exhibiting that they are
9 fully proficient and able to autonomously perform all (PS1)
10 duties, or after three (3) consecutive years of employment as a
11 PS1. Employees who are regularly being assigned to learn
12 operator level functions and have performed satisfactorily for
13 more than ninety (90) days shall be reclassified into the PS2
14 level.

15 PS2 employees are knowledgeable about customer
16 specifications, quality requirements, and the physical operation
17 of the specific department to which they are assigned. Process
18 Support 2 employees may direct the activities and perform
19 significant training of Process Support 1 employees in their
20 assigned department. Process Support 2 employees may have
21 some contact with customers, auditors, and representatives of
22 OEM's (original equipment manufacturers).

23 **General Requirements**

24 **Process Support Level 1** - Requires ability to read and write.
25 Understand detailed directions, and make simple calculations
26 of addition and subtraction. Use drawings for reference only to
27 locate and identify parts and to find material size, lengths and
28 type from materials list. Ability to learn basic processes and
29 procedures. Perform limited and repetitious specialized duties
30 in accordance with established practices, or perform a limited
31 variety of minor tasks under close supervision of others and
32 follow written instructions/directions. Ability to use appropriate
33 fixtures (i.e. racks, baskets, templates, etc.) and follow
34 appropriate technical documentation and direction to perform
35 specific tasks. May use hand tools and equipment. Ability to
36 follow safety procedures to ensure safety of self and others

1 **Process Support Level 2** – Meet all requirements of Process
2 Support Level 1. Check own work against specific criteria such
3 as: illustrations, templates, procedures, planning, and master
4 copies, or make simple choices where alternatives such as
5 operation sequence and material and tool selections are
6 limited. Ability to operate with significant autonomy in assigned
7 responsibilities. Independently perform a variety of specialized
8 processing operations in accordance with instructions.

9 **Required Technical Skills**

10 Ability to perform to quality requirements and specifications
11 those items that support surface finishing processes. Ability to
12 interpret specifications, and perform normal operations, by
13 reviewing work orders, technique cards and blueprints for
14 assigned responsibilities. Support functions include prepping
15 parts for paint and/or chemical processing by masking,
16 abrading, inspecting, racking, wiring, laying out, etc. Support
17 functions also include packing parts for shipment, receiving
18 and shipping incoming and outgoing orders, maintaining and
19 monitoring equipment and chemical baths and participating in
20 lean initiatives.

21 PS2 employees also:

- 22 • Work with limited supervision
- 23 • Understand and demonstrate knowledge of various
24 areas of the job
- 25 • Have the ability to train employees of a lower
26 classification
- 27 • Have the ability to review specifications in the
28 department
- 29 • Have the ability to maintain own equipment
- 30 • Have the ability to use basic measuring tools and
31 gauging equipment
- 32 • Have the ability to identify basic problems
- 33 • Manage own work flow
- 34 • Have the ability to create basic tech cards

1 ***Note:** Employees shall not be assigned to Chemical
2 Maintenance or Facilities Maintenance departments until they
3 have reached the PS2 level.

4 **PROCESS SPECIALIST**

5 **Description**

6 Process Specialists (Specialists) have reached the fully
7 proficient operator level and will have a general working
8 knowledge of surface finishing and a high level of knowledge
9 within their assigned department. Specialists may provide
10 leadership in their department and have the ability to direct the
11 activities and perform significant training of other employees in
12 the department. A Process Specialist may have routine contact
13 with customers, auditors, and representatives of OEM's
14 (Original Equipment Manufacturers).

15 **General Requirements**

16 Use mathematics and calculations such as ratio and proportion
17 to solve simple problems. Ability to operate with significant
18 autonomy in assigned responsibilities. Responsibility for
19 checking own work against established requirements and
20 determining errors and making necessary corrections to meet
21 production standards. Independently perform work requiring
22 manual skills and job knowledge to accomplish a variety of
23 operations. Assist in solving problems by following established
24 criteria and recognizing deviations from requirements and
25 practices and make corrections as required. Participate in lean
26 initiatives and continuous improvement activities.

27 Work will require use of measuring tools and standards such
28 as: plug gauges, scales, tapes, calipers, templates, and
29 technique cards. Use tools and equipment associated with the
30 work assignment and/or set up, operate and otherwise prepare
31 parts for processing.

32 **Required Technical Skills**

33 Operate tanks and equipment to apply protective coatings and
34 finishes to parts and material. Make visual checks to ensure
35 that parts are to customer specification. Ability to interpret
36 specifications, and perform normal operations, by reviewing

1 work orders, technique cards and blueprints for assigned
2 responsibilities. Determine proper processing requirements for
3 materials to be treated and check processed parts for
4 uniformity of coating.

5 Specialists assigned to Facilities Maintenance shall have the
6 ability to perform basic maintenance and preventative
7 maintenance facility wide. Have the capability to perform basic
8 troubleshooting. Be capable of standard equipment rebuilding
9 and providing full support to Process Experts. Have the
10 capability of building all standard racking/tooling and complex
11 racking with instructions. Have basic understanding of
12 electrical maintenance. Participate as a member of the
13 Company's emergency response group and be capable of
14 appropriate response to potential incidents including
15 equipment failure, spills or accidents at the facility involving
16 hazardous materials in conjunction with Chemical Maintenance
17 personnel. Conduct responsibilities with significant autonomy.

18 Specialists assigned to Chemical Maintenance shall have the
19 ability to safely, accurately and efficiently perform many of the
20 duties involved with wastewater treatment and the handling of
21 hazardous materials and hazardous wastes including the
22 documentation and storage requirements of hazardous waste
23 regulations. Have the capability to handle inspections of
24 operations. Be capable of performing some laboratory duties
25 as assigned and contribute to trouble shooting and problem
26 solving efforts facility wide. Participate as a member of the
27 Company's emergency response group and be capable of
28 appropriate response to potential incidents including
29 equipment failure, spills or accidents at the facility involving
30 hazardous materials.

31 Specialists also:

- 32 • Work with limited supervision
- 33 • Understand and demonstrate knowledge of various
34 areas of the job
- 35 • Have the ability to train employees of a lower
36 classification

- 1 • Have knowledge of specifications in the department
- 2 • Have the ability to schedule work and coordinate with
- 3 supervision
- 4 • Have the ability to maintain own equipment
- 5 • Have the ability to use appropriate measuring tools
- 6 and gauging equipment
- 7 • Are able to perform applicable testing and line
- 8 maintenance
- 9 • Have basic knowledge of customer specifications
- 10 • Have the ability to identify basic problems and
- 11 troubleshoot common process flaws
- 12 • Understand and follow customer specs
- 13 • Manage own work flow
- 14 • Have the ability to create advanced tech cards

15 **PROCESS EXPERT**

16 **Description**

17 Process Experts (Experts) typically have the greatest level of
18 knowledge, experience and skills of any group of employees
19 within their department and in the facility. They are typically
20 needed in departments where tasks are the most complicated,
21 and where leadership and guidance needs are the greatest.

22 Experts shall have extensive responsibility for the
23 process/department and will have significant customer contact,
24 interaction with QA, and OEMs. They may also be involved
25 with scheduling and participate in facility planning. Process
26 Experts provide significant leadership in their department and
27 will have significant responsibility for training and directing
28 other employees in the department.

29 **General Requirements**

30 Comprehend and interpret complex orders, specifications, and
31 drawings. Use mathematics to solve problems and develop
32 dimensions. Ability to operate with significant autonomy in
33 assigned responsibilities. Make decisions based on previously
34 established criteria, practices and procedures. Solve problems

1 by following established criteria and recognizing deviations
2 from requirements and practices and make corrections as
3 required. Ability to sequence work operations. Perform a high
4 level of processing operations from general directions where
5 specific methods and job sequences are not provided. Use
6 measuring instruments and test equipment.

7 May guide other employees to accomplish work assignments.
8 Participate and guide employees in lean initiatives and
9 continuous improvement activities.

10 **Required Technical Skills**

11 At an advanced level, Experts will operate and assist in
12 maintaining tanks and equipment to apply protective coatings
13 and finishes to parts and materials per customer requirements.
14 Make visual checks to ensure that parts are properly coated.
15 Ability to interpret specifications, and perform normal
16 operations, by reviewing work orders, technique cards and
17 blueprints for assigned responsibilities. Determine proper
18 processing requirements for materials to be treated and check
19 processed parts for uniformity of coating.

20 Experts assigned to Chemical Maintenance Department shall
21 have the ability to safely, accurately and efficiently perform all
22 the duties involved with wastewater treatment and the handling
23 of hazardous materials and hazardous waste including the
24 documentation and storage requirements of hazardous waste
25 regulations. Have the capability to handle inspections of
26 operations and participate and contribute to regulatory
27 inspections. Perform laboratory duties as assigned and
28 contribute to trouble shooting and problem solving efforts
29 facility wide. Participate as a member of the Company's
30 emergency response group and be capable of appropriate
31 response to potential incidents including equipment failure,
32 spills or accidents at the facility involving hazardous materials.

33 Employees assigned to the Facilities Maintenance Department
34 shall have the ability to perform routine and complex
35 maintenance on all facility equipment as determined by
36 manufacturer manuals and maintenance documents. Be an

1 active participant in all levels of preventative maintenance.
2 Have the capability to perform advanced trouble shooting on
3 any equipment in the facility and work with the manufacturer in
4 determining the proper method and tools of repair. Participate
5 as a member of the Company's emergency response group
6 and be capable of appropriate response to potential incidents
7 including equipment failure, spills or accidents at the facility
8 involving hazardous materials in conjunction with Chemical
9 Maintenance personnel.

10 Experts also:

- 11 • Have the non-supervised ability to complete work
12 assignment
- 13 • Have proven ability to train employees of a lower
14 classification
- 15 • Demonstrate the highest level of leadership
- 16 • Have knowledge of specifications in the department
- 17 • Have the ability to set up and perform all operations
18 within their respective department
- 19 • Have the ability to maintain own equipment
- 20 • Have the ability to use appropriate measuring tools
- 21 • Are able to perform applicable testing and line
22 maintenance
- 23 • Have advanced knowledge of customer specifications
- 24 • Have the ability to identify more complex problems and
25 troubleshoot to a solution
- 26 • Manage own work flow
- 27 • Have the ability to create advanced new process tech
28 cards

29 **Section 2. Progression Through Classifications.** There are
30 no time designations for automatic progression through the
31 classifications, except as outlined in the Process Support
32 Classification description in Section 1 of this Article.
33 Promotions may occur when an employee has demonstrated

1 the necessary skills and abilities to warrant a promotion or are
2 regularly assigned the duties of the higher classification. The
3 Company will make efforts to provide opportunities for
4 employees to progress and learn new skills that lead to the
5 progression.

6 The Company will post vacant positions (with the exception of
7 Process Support) for a minimum of seven (7) calendar days
8 before looking to outside candidates. Qualified, employees
9 who apply for an opening, using the accepted method of
10 application, will be given first consideration, except in cases of
11 legitimate business need. Failing to post a position as a result
12 of a good faith mistake or for a compelling business reason
13 shall not violate this provision.

14 With qualifications and work history being essentially equal, the
15 most senior employee will be selected.

16 An employee will not serve more than thirty (30) working days
17 as a trainee in a higher classification. After thirty (30) working
18 days the employee will either be returned to the former
19 classification or attain regular status in the higher classification.

20 Employee classification decisions may be challenged in the
21 grievance procedure on the basis that those decisions are not
22 made reasonably and in good faith or are in violation of express
23 terms of the Agreement.

24 **Section 3. Lead.** A Lead is an employee that oversees the
25 day-to-day assignments and tasks of a group of employees in
26 an assigned area or areas. The decision to create or fill a Lead
27 position is within the sole discretion of the Company. A Lead
28 is typically an Expert Level employee who demonstrates the
29 greatest level of technical knowledge, experience and
30 leadership attributes in the assigned work area. A Lead is
31 responsible for keeping Company management up to date on
32 projects and assignments; coordinating activities and tasks
33 within their area(s) of responsibility; providing Company
34 management with feedback relating to the progress of work
35 and needs in their area(s) of responsibility; and ensuring
36 required training is completed within their area(s) of

1 responsibility. Leads are also responsible for discussing and
2 resolving technical issues with internal and external customers.
3 Leads do not make hiring, promotion, discipline or
4 compensation decisions, approve employee timesheets or
5 perform merit reviews.

6 **Section 4. Coordinator.** Coordinators are employees who
7 work primarily in high volume areas such as paint, masking and
8 packaging. These employees routinely spend the majority of
9 their time on Coordinating responsibilities. They work in only
10 one department, on one shift. The decision to create a
11 Coordinator role and assign employees to that role is within the
12 sole discretion of the Company. The Company may assign
13 other employees to perform Coordinator duties in the absence
14 of the Coordinator. Where that temporary assignment lasts
15 more than two (2) consecutive business days, the assigned
16 employee will receive the Coordinator differential for the
17 assigned period. General responsibilities of Coordinators
18 typically include but are not limited to the following:

- 19 • Assigning and directing newer employees to perform
20 tasks within their assigned department
- 21 • Providing estimated completion dates and times to
22 supervisors and the customer service department
- 23 • Providing general review of paperwork to ensure
24 accuracy prior to the job moving to the next department.

25 **ARTICLE 9**
26 **COMPENSATION**

27 **Section 1. Wage Rates.** Minimum wage rates for the job
28 classifications authorized in Article 8 are set forth in Appendix
29 A of this Agreement. Individual wage rates will vary for each
30 classification based on factors such as the cumulative effect of
31 increases.

32 **Section 2. Discretionary Wage Increases.** The Company
33 may, in its discretion, provide wage increases in addition to
34 those listed in Section 3, below, to individual employees for
35 skills development or for other reasons. Any such wage

1 increase will be included in the employee's base pay rate.
2 Where the Company grants (or has granted) a wage increase
3 to an employee for developing skills and/or achieving a
4 certification in an area of the plant, the Company will not
5 rescind the increase unless the employee later declines to
6 perform this work.

7 If the employee's certification expires and he/she has not
8 declined work necessary to maintain the certification, the
9 employee will be given a reasonable opportunity to renew the
10 certification.

11 **Section 3. General Wage Increases.** The Company will
12 provide the following general wage increases ("GWIs") during
13 the term of this Agreement:

| | | |
|----|---------------|-------|
| 14 | Year 1 (2023) | 4% |
| 15 | Year 2 (2024) | 3.50% |
| 16 | Year 3 (2025) | 3.25% |

17 All increases are calculated on base pay rates.

18 General wage increases ("GWI") are effective on the first day
19 of the first pay period that begins in March of the specified year.
20 To be eligible for a GWI, an employee must have completed
21 probation and must be on the active payroll or an approved
22 leave of absence as of the effective date for the increase.

23 Employees on a Performance Improvement Plan when a GWI
24 becomes effective will not receive that GWI until s/he has
25 successfully completed the terms and conditions of the
26 Performance Improvement Plan. The decision to place an
27 employee on a Performance Improvement Plan may be
28 challenged in the grievance procedure on the basis that the
29 decision is not made reasonably and in good faith or is in
30 violation of the express terms of the Agreement.

1 **Section 4. Pay for Promotions.** If an employee is promoted
2 to a higher job classification (including promotion from PS1 to
3 PS2), s/he will receive the minimum wage rate for the new job
4 classification or a three (3) percent wage increase, whichever
5 is greater.

6 **Section 5. Shift Differentials.** Shift premiums shall be
7 \$0.75/hour for second shift and \$1.00/hour for third shift.

8 **Section 6. Lead Pay.** Lead employees shall receive not less
9 than one dollar and thirty-five cents (\$1.35) above their normal
10 straight-time hourly wage, including shift premium.

11 **Section 7. Coordinator Pay.** Employees assigned to the
12 Coordinator role shall receive sixty cents (\$0.60) above their
13 normal straight-time hourly wage, including shift premium.

14 **Section 8. Skills & Training Advisory Committee.** The Skill
15 & Training Advisory Committee reviews new job
16 skills/methods/processes and makes recommendations on
17 development of new skills within the bargaining unit, and any
18 other related issues. The Committee may also assist in the
19 development of criteria to verify the attainment of skills mastery
20 and may help identify training needs and recommend
21 guidelines for employees to follow in their effort to progress
22 toward their maximum capabilities.

23 The Committee shall be chaired by a management
24 representative and in addition consist of three (3) bargaining
25 unit members selected by the Union and up to two (2) others
26 selected by the Company. Up to two (2) others from among the
27 bargaining unit may be selected by the Committee on an ad
28 hoc basis for their expertise in a certain area under review at
29 the time.

30 The Committee shall meet at least quarterly, or as needed.
31 Meetings will be held during working hours and away from the

1 shop floor to minimize disruptions. Minutes of the Committee
2 shall be provided to the Union upon request.

3 Recommendations of the Committee are advisory. Matters
4 concerning skill development and training are within the
5 Company's discretion. However, the Company encourages the
6 Union to provide input on training for consideration, both
7 directly to the Company and through the Committee.

8 **ARTICLE 10**
9 **HOLIDAYS**

10 **Section 1. Holidays.** All regular full-time employees who do
11 not work on the days set forth below, except as provided below,
12 will be paid a maximum of eight (8) hours of pay at their regular
13 straight-time rate of pay, including premiums and shift
14 differential for the following holidays:

15 New Year's Day

16 Memorial Day

17 Independence Day

18 Labor Day

19 Thanksgiving Day

20 Friday after Thanksgiving

21 Christmas Eve

22 Christmas Day

23 2 Floating Holidays to be used between

24 January 1st and December 31st (but not in same calendar
25 month)

26 Seventy-two (72) hours' notice must be given when scheduling
27 either of the floating holidays. The Company will make every
28 effort to accommodate employee's requests for a specific
29 floating holiday. However, the Company may deny a request
30 based upon significant business needs.

31 If a recognized holiday falls on Saturday or Sunday, the holiday
32 will be observed on the Friday or Monday, respectively.

1 If any of the above holidays falls within the vacation period of
2 an employee, s/he shall be paid for the holiday, but the granting
3 of an additional day off will be at the Company's sole discretion.

4 Employees on a weekend shift will receive compensation for
5 the recognized holidays even if the holiday falls outside of their
6 normal work week.

7 When a holiday falls on a regularly scheduled work day of an
8 employee who is regularly scheduled on a shift of more than
9 eight (8) hours, s/he will be permitted to make up the additional
10 time during the same work week, where practical, or use PTO
11 to make up the additional time.

12 **Section 2. Conditions Necessary for Holiday Pay.** To be
13 eligible for Holiday pay, the employee must have completed the
14 probationary period per Article 6 of this Agreement. In addition,
15 the employee must work his/her last complete scheduled work
16 day prior to, and his/her first complete scheduled work day
17 following the holiday except where absence on the work day
18 prior to or following the holiday was due to (a) industrial injury,
19 bona fide illness covered by a doctor's certificate, approved
20 paid leave of absence, or temporary layoff, provided the
21 employee's absence from work for the purpose of this
22 exception by reason of any of the above causes is not for a
23 total period in excess of two (2) weeks, or (b) approved PTO.

24 **Section 3. Work on Holidays.** The Company has the right to
25 designate any holiday as a workday for either all or some of the
26 employees, provided that where holiday work is foreseeable, a
27 minimum of three (3) workdays' notice will be given. However,
28 where an employee has previously given written notice of an
29 intent to purchase a non-refundable airfare or vacation
30 package for a holiday, the employee will not be required to work
31 the holiday. The employee must provide evidence of actual
32 purchase, if requested. An employee who is scheduled to work
33 on a holiday shall be paid at his/her applicable hourly rate, in
34 addition to receiving eight (8) hours of holiday pay.

1 **ARTICLE 11**
2 **PAID TIME OFF**

3 **Section 1. Description.** The Company provides Paid Time
4 Off (PTO) to employees in recognition of the importance that
5 rest and relaxation play in the successful performance of a job
6 and to allow employees time to care for the health of
7 themselves and their family members. The PTO plan
8 incorporates paid vacation and sick time in one pool.
9 Employees are encouraged to take scheduled vacations while
10 maintaining sufficient accruals for unexpected illnesses, etc.

11 **Section 2. Accrual.** Eligible employees will accrue PTO each
12 pay period at a rate that accumulates as follows based upon
13 their Company anniversary date:
14

| Years of Service | Hours of PTO | Hours Accrued Per Pay Period |
|--|---------------------------------|------------------------------|
| Through the end of the 4 th year | 120 hours (3 weeks) | 4.61 |
| 5 th through the end of 14 th year | 160 hours (4 weeks) | 6.15 |
| 15 th year and thereafter | Add 8 hours/year (max. 200 hrs) | Variable |

15 New employees begin accruing PTO on their first day of work,
16 but are not eligible to take it until they have completed the
17 probationary period described in Article 6 or until ninety (90)
18 calendar days after commencement of employment, whichever
19 occurs first.

20 From the employee's total PTO accrual each pay period, one
21 (1) hour of PTO will be designated for use as sick time for every
22 forty (40) hours worked. Unused sick time is carried over to the
23 next year, up to a maximum of forty (40) hours. If an employee
24 has more than forty (40) hours of PTO designated as sick time

1 on the employee's anniversary date, the excess hours will be
2 reclassified and become available for vacation use.

3 Employees with more than the equivalent of two (2) years' PTO
4 on December 1 in any year of this Agreement will receive a
5 cash out of PTO hours greater than twice their annual accrual
6 in their paycheck for the first full pay period of that December.

7 **Section 3. Part-time Employees.** PTO for part-time
8 employees working a minimum of thirty (30) hours per week is
9 pro-rated based upon the actual number of hours worked
10 divided by two thousand eighty (2,080). Those working fewer
11 than thirty (30) hours a week accrue one (1) hour of PTO for
12 every forty (40) hours worked.

13 **Section 4. Usage Rules.** PTO is taken as either vacation or
14 sick time. Usage rules for vacation and sick time are as follows:

15 **A. Sick Time.** Sick time may be used for absences due to
16 the illness, injury, or medical care of an employee or an
17 employee's family member, or for other purposes
18 specifically authorized by state law. When the absence
19 is foreseeable, the employee must give management
20 three (3) working days' advance notice to use sick time.
21 If the absence is not foreseeable, the employee must
22 notify management of the absence as soon as possible.
23 Such notification will be before the beginning of the
24 employee's work shift or, in the case of an emergency
25 that prevents the employee from doing this, as early in
26 the shift as possible. The Company may require medical
27 documentation for absences longer than three (3) days.
28 Sick time must be used in full-hour increments unless
29 otherwise required by law. Use of sick time in accordance
30 with this section will not count as an absence that may
31 lead to or result in discipline under the Company's
32 Attendance Policy.

33 **B. Vacation.** PTO may be taken as vacation with
34 management's prior approval. The Company may deny
35 vacation requests based on departmental coverage and
36 workload, among other reasons, but will not

1 unreasonably deny requests to use vacation made with
2 at least one (1) working day's advance notice. In general,
3 vacation must be taken in full day increments, but
4 supervisors have discretion to pre-approve the use of
5 vacation for less than a full day, in increments of not less
6 than one (1) hour.

7 The Company will not cancel a previously scheduled
8 vacation if, after the vacation was approved, the
9 employee purchased a non-refundable airplane ticket or
10 non-refundable vacation package, provided the
11 employee has the accrued time available at the time of
12 the actual leave. The employee must provide evidence
13 of actual purchase, if requested.

14 Employees may not take pay in lieu of PTO. If an employee
15 leaves the Company after completing at least one (1) year of
16 employment, s/he will be paid for any unused PTO.

17 **Section 5. Implementation.** PTO accrued under the prior
18 Agreement will be treated as vacation for purposes of this
19 Article.

20 **ARTICLE 12**
21 **LEAVES OF ABSENCE, JURY DUTY, BEREAVEMENT**
22 **LEAVE**

23 **Section 1. Medical Leave of Absence.** The Company will
24 comply with applicable state and federal laws relating to family
25 or medical leave. Employees who expect to need a family or
26 medical leave should advise Human Resources at least thirty
27 (30) days in advance, except in emergency circumstances.

28 The Company may also grant extended personal leaves in
29 unusual circumstances, subject to its policy at the time of the
30 leave request.

31 **Section 2. Military Leave.** Military leave is available in
32 compliance with the Company's policy at the time of the leave
33 and with state and federal law.

34 **Section 3. Bereavement Leave.** In the event a death occurs

1 in the immediate family of an employee who has six (6) or more
2 months of continuous employment, s/he shall receive time off
3 with pay up to three (3) consecutive full work days. If the
4 employee has to travel out of state for the services, s/he will be
5 permitted to take an additional two (2) consecutive days off
6 without pay, adjacent to the three (3) paid days provided in the
7 preceding sentence. The employee will have the option of
8 covering the additional two (2) days with PTO. The immediate
9 family shall be defined as spouse, domestic partner, mother,
10 father, step-mother, step-father, mother-in-law, father-in-law,
11 children, grandchildren, siblings, grandparents, spouse's
12 grandparents and step-children. Employees shall be offered
13 the benefit of any improvement to this leave policy generally
14 provided to non-bargaining unit employees. Any new policy will
15 be first provided to the Union who shall advise the Company in
16 writing within ten (10) days if it wishes to operate under the old
17 policy or accept the new policy.

18 **Section 4. Jury Duty.** An employee who has successfully
19 completed the probationary period and who is required by law
20 to serve on a jury shall, upon satisfactory proof to the
21 Company, be paid the difference between his/her straight time
22 shift job classification rate and his/her jury pay, excluding travel
23 allowance. Reimbursement shall not exceed ten (10) working
24 days, to a maximum of eight (8) hours pay per day, and is
25 subject to the following provisions:

- 26 A. Reimbursement shall only cover time the employee is
27 required to sit on an existing jury or is on call and
28 unavailable for work at the Company's place of business.
- 29 B. An employee working his/her shift in addition to
30 performing jury duty shall not be subject to the provisions
31 of this Article.

32 Employees shall receive holiday pay if a holiday occurs while
33 on jury duty. Employees on jury duty may be required to return
34 to work if they can reasonably complete four (4) or more hours
35 of time left in their regularly scheduled work shift at the time the
36 employee is released from jury duty.

1 If a second, third or weekend shift employee serves on jury
2 duty, s/he shall not be required to work his/her shift on such
3 calendar days, but shall be entitled to the pay as provided for
4 above. The Company may transfer an employee to day shift
5 for the duration of the required absence, for ease of
6 administering this Article.

7 **Section 5. Union Business.** The Company will make
8 employees available on an unpaid basis for Union related
9 training, as long as it is consistent with the business needs and
10 will not impact production.

11 **Section 6. Leave Verification.** The Company may request
12 written verification and/or documentation of the need for any
13 leave under Article 12.

14 **Section 7. Pay and Benefits During Leave.** As stated in
15 Section 1, the Company will comply with applicable state and
16 federal laws relating to family and medical leave. To the extent
17 permitted by law, employees must use any accrued sick time
18 and vacation (where applicable) during an approved leave of
19 absence, unless otherwise noted in this Article. If an employee
20 exhausts their available paid leave time before or during an
21 approved leave, any remainder of the approved leave will be
22 unpaid.

23 Employees may be eligible for Washington Paid Family and
24 Medical Leave ("WPFML"), subject to the terms of applicable
25 law and any waiting period that may apply. To the extent that a
26 waiting period for WPFML leave does apply, employees must,
27 to the extent permitted by law, use any accrued sick time during
28 such period, and may use vacation time. If the employee
29 exhausts their sick time, and exhausts or opts not to use their
30 vacation time, any remainder of the waiting week will be
31 unpaid.

32 Employees absent for more than five (5) consecutive workdays
33 for a serious illness or injury may also be eligible for Short Term
34 Disability ("STD") under Section 9, below, subject to the
35 applicable plan documents. To the extent that a waiting period
36 for STD benefits applies, employees must, to the extent

1 permitted by law, use any accrued sick time during such period,
2 and may use vacation time. If the employee exhausts their sick
3 time, and exhausts or opts not to use their vacation time, any
4 remainder of the waiting week will be unpaid. Employees will
5 not be required to use accrued sick time or vacation, however,
6 for the period during which they are receiving STD benefits.

7 While an employee is on an approved family and medical
8 leave, s/he may, to the extent required by law, continue
9 medical, dental and life insurance benefits coverage, if the
10 employee continues to pay his/her share of the cost.

11 **Section 8. Extended Medical Leave/Supplemental Benefit**
12 **Pay (“EML”).** Extended Medical Leave/Supplemental Benefit
13 Pay is to be used to help protect employees from loss of pay
14 due to a serious personal or family illness or injury, subject to
15 the following.

16 Employees accrue four (4) days of Extended Medical
17 Leave/Supplemental Benefit Pay per calendar year and can
18 accumulate up to a total of sixty (60) days (four hundred eighty
19 (480) hours). New employees begin accruing Extended
20 Medical Leave/Supplemental Benefit Pay on their first day of
21 work, but are not eligible to take it until they have completed
22 the probationary period as a new hire under Article 6.

23 Extended Medical Leave/Supplemental Benefit Pay may only
24 be used in the following circumstances:

25 A. To supplement paid leave granted under the
26 Washington Paid Family and Medical Leave program
27 (“WPFML leave”), up to 100% replacement of the
28 employee’s normal, straight-time wages, for the
29 duration of the WPFML leave or until the employee’s
30 EML balance is exhausted, whichever is sooner.
31 Employees are not able to use Extended Medical
32 Leave/Supplemental Benefit Pay until, at the earliest,
33 the sixth (6th) consecutive day of absence, unless the
34 approved WPFML leave requires no waiting week. If
35 there is no waiting week, the Extended Medical

1 Leave/Supplemental Benefit Pay can be used as
2 detailed in this section.

3
4 B. To supplement workers' compensation benefits during
5 the period of workers' compensation leave, up to 100%
6 replacement of the employee's normal, straight-time
7 wages, for the duration of the workers' compensation
8 leave or until the employee's EML balance is
9 exhausted, whichever is sooner.

10
11 C. Employees who have been approved for and exhausted
12 WPFML leave and who have used all accrued PTO
13 (both sick time and vacation) may apply to use accrued
14 EML hours to cover a serious personal or family illness
15 or injury (prior to an application for STD benefits). In
16 such circumstances, the EML application shall not be
17 unreasonably denied. For avoidance of doubt,
18 employees who have any WPFML leave and/or
19 accrued PTO available shall not be permitted to use
20 EML.

21 To the extent that the Company offers a short-term disability
22 benefit that can be used to supplement WPFML and/or
23 workers' compensation leave, employees will be required to
24 apply for that benefit in lieu of using Extended Medical
25 Leave/Supplemental Benefit Pay.

26 The Company will not pay out Extended Medical
27 Leave/Supplemental Benefit Pay in any circumstances other
28 than those listed above. Extended Medical
29 Leave/Supplemental Benefit Pay will not be paid out upon
30 separation.

31 Employees cannot claim both PTO and Extended Medical
32 Leave/Supplemental Benefit Pay for the same day(s) of
33 absence.

34 **Section 9. Short Term Disability.** The Company agrees to
35 make available for employees its corporate-wide short-term
36 disability benefit subject to the same terms (including, without

1 limitation, eligibility criteria and benefit calculations) that are
2 offered to the Company's non-bargaining unit employees, as
3 such terms may be amended from time to time by the
4 Company.

5 **ARTICLE 13**
6 **HEALTH, WELFARE, RETIREMENT AND OTHER**
7 **BENEFITS**

8 **Section 1. Health and Welfare.** The Company agrees to
9 make available for employees its corporate-wide health and
10 welfare programs. The Company will provide the same benefit
11 plans for the term of this Agreement, subject to the same
12 premium contribution rates and other terms, as are provided
13 for non-bargaining unit employees; provided, that in no event
14 shall the year over year weighted average medical premium
15 increases exceed eleven percent (11%) annually.

16 The parties recognize the importance of healthcare coverage
17 and agree to maintain an open dialogue about this issue at the
18 request of either party. If there are changes in healthcare
19 coverage that have a substantial adverse effect on employees
20 in the bargaining unit, the parties agree to meet and discuss
21 the impacts and possible solutions. This Agreement can be
22 reopened on the issue of healthcare coverage by mutual
23 consent.

24 **Section 2. 401(k) Plan.** Eligible employees may participate
25 in the TransDigm Inc. 401(k) Plan (the "401(k) Plan"). If, now
26 or any time in the future, the 401(k) Plan is modified, amended,
27 terminated or merged into a different plan or plans, such
28 changes will apply to employees covered by this Agreement to
29 the same extent and on the same basis that such changes
30 apply to the Company's non-bargaining unit staff.

31 Subject to the above, the Employer will contribute as follows to
32 bargaining unit employee 401(k) Plan accounts:

- 33 A. The Employer will match 50% of the bargaining unit
34 employee's deferral contributions which do not exceed
35 four percent (4%) of the employee's eligible

1 compensation, as determined under the 401(k) Plan.
2

3 B. On an annual basis, the Employer will make an annual
4 retirement contribution to the 401(k) Plan accounts of
5 bargaining unit employees who are actively employed on
6 the last day of the Plan Year unless they meet an
7 exception stated in the 401(k) Plan. The contribution will
8 be equal to four percent (4%) of the employee's eligible
9 compensation, as determined under the 401(k) Plan.

10 **Section 3. Life and Disability Insurance.** The Company will
11 provide Life and Accidental Death and Dismemberment
12 (AD&D) insurance to all employees at two (2) times the
13 employee's annual salary. Employees may purchase optional
14 life insurance, AD&D insurance and Dependent Life insurance
15 to the extent such coverage is available. The Company will
16 provide Long-Term Disability Insurance to all employees. If
17 Hytek Finishes modifies or amends those plans or benefits and
18 makes the new or amended plans or benefits available to
19 employees of the Company generally, they will also be made
20 available to employees covered by this Agreement.

21 **Section 4. Paid Parental Leave.** Bargaining unit employees
22 will be eligible for paid parental leave on the same basis and to
23 the same extent as non-bargaining unit staff, subject to the
24 same processes and procedures. Hytek Finishes reserves the
25 right to modify, amend or terminate such benefits from time to
26 time to the extent permitted by law.

27 **Section 5. Washington Paid Family & Medical Leave.**
28 Bargaining unit employees will be eligible for WPFML on the
29 same basis and to the same extent as non-bargaining unit staff,
30 subject to the same processes and procedures.

31 **Section 6. Other Benefits.** The Company may also offer
32 employees the opportunity to enroll in certain Hytek Finishes
33 benefit programs on a self-pay basis. These benefits and costs
34 may change from time to time, typically on an annual basis
35 effective each January 1. If Hytek Finishes eliminates any

1 benefit program currently provided employees, the Company
2 will meet with the Union and discuss the impacts and possible
3 solutions.

4 **Section 7. Modifications.** Hytek Finishes retains full
5 discretion to modify or discontinue benefits in Article 13, at any
6 time. In the event Hytek Finishes terminates any of these
7 benefits, the Company agrees to negotiate with the Union in
8 good faith concerning the effects of that change.

9 **ARTICLE 14**
10 **SENIORITY**

11 **Section 1. Attainment of Seniority.** Employees shall not
12 attain seniority until they have successfully completed the
13 probationary period described in Article 6, Section 1 after which
14 time their seniority shall date from their date of hire.

15 **Section 2. Application of Seniority.** The seniority of all
16 bargaining unit employees shall be plant-wide with respect to
17 other employees in the respective classifications. Seniority
18 shall apply in terms of layoff and recall, provided the senior
19 employee is best qualified to perform the available work,
20 including interdepartmental skills, as determined by the
21 Company.

22 **Section 3. Layoff and Recall.** Each employee to be laid off
23 shall be notified as far in advance as possible, but in no event
24 later than three (3) working days prior to the date of layoff.
25 Temporary and part-time employees will be laid off prior to a
26 layoff of regular employees in the same department, unless
27 there is a substantial business need. Employees on layoff shall
28 retain their seniority for up to one hundred eighty (180) days
29 from date of layoff.

30 **Section 4. Loss of Seniority.** An employee shall lose
31 seniority if s/he:

- 32 A. Fails to respond to the Company within one (1) working
33 day of the employee receiving notice of layoff recall by
34 certified mail, return receipt requested; or

- 1 B. Fails to respond to the Company within five (5) working
2 days of the date the Company sends such recall notice to
3 the employee's last known home address on file with the
4 Company; or
- 5 C. Fails to return to work within five (5) working days of
6 receiving recall notice by any means; or
- 7 D. Voluntarily quits, is terminated for cause or fails to return
8 within three (3) working days from an authorized leave of
9 absence (LOA).

10 Employees are responsible for keeping the Company informed
11 of current address and contact information, for purposes of this
12 Article. In addition, the Company may use any means
13 available, i.e., email, personal visit, phone calls, etc. to
14 expedite the return of any laid-off employee.

15 **Section 5.** An employee who has established seniority rights
16 within the bargaining unit and who is transferred to a position
17 not covered by this Agreement shall retain seniority rights for a
18 period of ninety (90) calendar days.

19 **ARTICLE 15**
20 **OPEN DOOR**

21 **Section 1. Open Door.** Employees are encouraged to bring
22 their concerns and ideas for improvement to their supervisor or
23 to any other manager they feel comfortable approaching. The
24 Company and the Union will support informal and prompt
25 solutions to problems that employees might encounter. This
26 does not preclude a member's right to Union representation
27 under the law or grievance procedure.

28 **ARTICLE 16**
29 **GRIEVANCE PROCEDURE**

30 **Section 1. Definition.** A grievance is a dispute over the
31 interpretation or application of this Agreement. The procedure
32 for considering and resolving grievances follows.

1 **Section 2. Grievance Steps.**

2 **Step 1:** Grievances must be submitted to the Company in
3 writing by the Union within fourteen (14) calendar days from the
4 first occurrence on which the grievance is based or from when
5 it could have first been discovered by the affected employee or
6 Union. The written grievance must specify the nature of the
7 alleged violation and the provision(s) of the Agreement that are
8 involved. The Company shall have ten (10) calendar days to
9 respond in writing to the grievance.

10 **Step 2:** If the grievance is not resolved in Step 1, or the
11 Company does not provide a timely response, the Union may,
12 within seven (7) calendar days after the Company’s response
13 is due, notify the Company in writing to convene a meeting to
14 discuss the issue. Present at the meeting shall be the grievant,
15 a Union Business Representative and a senior management
16 representative. In cases of employee termination or
17 suspension without pay, the parties will waive Step 1 of the
18 grievance process and begin with Step 2. This does not waive
19 the requirement that the Union file a grievance within fourteen
20 (14) calendar days.

- 21 1. The grievance meeting shall take place within seven (7)
22 calendar days after the Company receives the Union’s
23 notice. The meeting will be informal and shall be
24 scheduled with reasonable consideration to preserve
25 the Company’s normal work schedule.
- 26 2. The Company may give a written answer to the Union
27 and grievant within seven (7) calendar days from the
28 date of such meeting.

29 **Step 3:** If the Company does not provide a written answer, or
30 the Company’s decision is unacceptable, the Union may, within
31 ten (10) calendar days, notify the Company of its decision to
32 appeal the decision to arbitration. An impartial arbitrator shall
33 then be appointed by mutual agreement of the parties or failing
34 such agreement within seven (7) calendar days, a request shall
35 be initiated to the Federal Mediation and Conciliation Service
36 to submit a panel from Washington and Oregon of eleven (11)

1 names from which a selection shall be made by the parties
2 striking one person on the panel alternately with the last person
3 remaining to serve as the impartial arbitrator. If the parties
4 agree, a permanent collection of seven (7) arbitrators may be
5 retained for this purpose. The first party to strike shall be
6 determined by coin flip or other random method agreed to by
7 the parties.

8 The fees and expenses of the arbitrator and any other joint
9 expense incurred in connection with the arbitration
10 proceedings shall be shared equally by the Company and the
11 Union. Each party is responsible for the cost and expenses
12 (including attorney's fees) of their own witnesses and
13 representatives. The decision of the arbitrator will be final and
14 binding on the Company, and the Union.

15 The arbitrator shall not have authority to modify, expand, or
16 limit the provisions of this Agreement, or to impose any
17 obligation on the Union or the Company not expressly
18 contained in this Agreement.

19 The arbitrator shall deny any grievances that are initially
20 untimely, and shall deny those that are not moved to the next
21 higher step within the time limit prescribed. Time limits may be
22 extended by written agreement of the Company and the Union.

23 No back pay award may exceed ninety (90) working days,
24 computed at the employee's straight time rate.

25 The arbitrator shall issue its decision within thirty (30) calendar
26 days of close of the hearing or receipt of briefs.

27 Any mutual expense incurred in arbitration, including the costs
28 of a court reporter and transcript, shall be borne equally by the
29 Union and the Company. Neither party shall be entitled to
30 recover attorneys' fees or related costs.

31 **Section 3. Miscellaneous.** The Shop Steward will have the
32 right to call in a Business Representative of the Union to assist
33 in settlement of grievances.

1 A Business Representative of the Union may enter the shop
2 when necessary to investigate or resolve a grievance, if the
3 representative has obtained management's prior approval.
4 Approval can be given by the President, Director of Operations
5 or other management designee. The Business Representative
6 will comply with all normal requirements for visitors in effect at
7 that time, e.g., sign-in, escort in work areas, confidentiality
8 agreement. Such escort may allow the Business
9 Representative to conduct brief interviews in confidence away
10 from other witnesses, when warranted. The Union reserves all
11 other rights of access it may have under federal law.

12 **ARTICLE 17**
13 **NEW JOB CLASSIFICATIONS**

14 **Section 1.** In the event the Company finds it necessary to
15 establish new job classifications during the term of this
16 Agreement, the Company shall notify the Union, in writing, of
17 the proposed new classification(s), a description of the duties
18 to be performed, the wage rate and the effective date of such
19 new classification.

20 **Section 2.** If, fourteen (14) days after receipt of such
21 notification of the establishment of the new classification, the
22 Union has not requested negotiation of the wage rate, and the
23 impacts of such change, the job will become permanent in the
24 manner proposed by the Company. If the wage rate is
25 changed, such change will be retroactive to the date of
26 commencement. In the event that the parties are unable to
27 reach an agreement, the Company's decision shall be final
28 through the term of this Agreement.

29 **ARTICLE 18**
30 **SAFETY RULES**

31 **Section 1. Safety Policy.** In the interest of maintaining high
32 standards of safety and health, as well as to minimize industrial
33 accidents and illness, the following is agreed:

34 A. The Company will comply with state and federal safety

1 and sanitary laws. Suitable washrooms, break areas and
2 lockers shall be provided by the Company. It will be the
3 responsibility of all employees to ensure that all areas of
4 the facility are maintained in a clean, safe and sanitary
5 condition.

6 B. The Company will comply with all applicable state and
7 federal safety requirements.

8 C. Adequate safety devices shall be provided by the
9 Company and when such devices are furnished, it shall
10 be mandatory for each employee to use them. Willful or
11 deliberate destruction or abuse of these items will be
12 considered reasonable cause for the Company to
13 demand payment for these items.

14 D. No employee shall be discharged or disciplined for
15 refusing to work on a job, if the employee's refusal is
16 based upon the good faith claim that said job is not safe
17 or might unduly endanger his/her health, until it has been
18 determined that the job is or has been made safe or will
19 not unduly endanger employee health. Employees shall
20 be subject to disciplinary action, including discharge,
21 should such refusal be shown to be unreasonable or in
22 bad faith.

23 Any formal employee complaint shall be expeditiously
24 reviewed, and a formal determination shall be made as to
25 the safety of the proposed assignment. Safety complaints
26 shall be documented, and if it is determined to be safe by
27 a qualified safety representative acceptable to both
28 parties, a copy of the determination shall be provided to
29 the employee. Such safety concerns may be reviewed by
30 the Safety Committee. The Union does not waive its'
31 rights to address unsafe conditions in any manner
32 allowable by law.

33 E. Any employee sustaining injury of an occupational nature
34 on Company property needing medical treatment and
35 who, under doctor's orders, cannot continue to work, shall
36 be paid his/her shift rate of pay for the balance of that shift,

1 regardless of the time the injury occurs.

2 F. Employees who are working after having a compensable
3 injury or illness and who are required to receive medical
4 treatment for such compensable injury or illness shall be
5 paid their regular hourly rate of pay for such time off,
6 provided such time off is supported by a doctor's
7 statement.

8 G. The Company agrees to provide and supply to the
9 employees any and all protective clothing, equipment and
10 any safety or sanitary devices or appliances that are
11 required by an appropriate regulating agency or
12 legislative body at no cost to the employee. In the event
13 an authoritative body makes specific recommendations to
14 the Company that are not legal requirements, the issues
15 will be discussed in the Safety Committee. The final
16 decision on what specific procedures to follow or
17 equipment to purchase remains with the Company, as
18 long as the Company meets its legal obligations to
19 provide a safe workplace. Willful or deliberate destruction
20 or abuse of these items will be considered reasonable
21 basis for the Company to demand payment for these
22 items.

23 The Company will continue to furnish personal protective
24 equipment in particular situations where, as of the date of
25 this Agreement, it is the practice to do so unless
26 circumstances in such situations change, making the use
27 of such personal protective equipment unnecessary. In
28 the event that any safety or sanitation equipment will no
29 longer routinely be provided, the Company shall notify the
30 Union as to the reason for such action, and will meet to
31 discuss appropriateness if requested.

32 All employees and the Union will actively assist the Company
33 in complying with all safety requirements.

34 **Section 2. Safety Committee.** There shall be a Safety and
35 Health Committee organized and operated in accordance with
36 state requirements. This Committee shall meet on a monthly

1 basis at a minimum, and in a manner that allows for
2 participation from employees working all shifts, and will be
3 responsible for resolving safety concerns. The Company and
4 the Union shall each have the right, but are not required to
5 appoint two (2) members to the Safety Committee. The
6 remainder shall be elected. The current Committee members
7 shall be permitted to serve out their term before this is
8 implemented.

9 The Company shall notify the Union of all time loss accidents
10 which occur in the plant within a reasonable time.

11 The Company shall provide reasonable administrative support
12 for the Committee. Time spent by members of the Committee
13 at the request of the Company shall be considered paid work
14 time. The Committee shall perform its tasks during normal
15 work hours, to the extent possible.

16 **Section 3. Light Duty.** When available and when it meets the
17 needs of the business, the Company will provide employees
18 who are receiving workers compensation benefits with light
19 duty work, provided it is consistent with the employee's medical
20 restrictions.

21 **Section 4. Drug and Alcohol Testing.** The Company may
22 require any applicant or employee to undergo drug and/or
23 alcohol testing, and may deal with positive test results under
24 the terms of the Company's policy, as in effect at that time. Any
25 drug and alcohol testing program will include generally
26 accepted testing procedures. Reasonable safeguards will be
27 included to protect the privacy of applicants and employees.
28 The Union agrees to support the Company's efforts to maintain
29 a workplace free from alcohol and drugs. The Company will
30 provide the Union with any new drug testing requirement as
31 soon as the requirement is known and will bargain over the
32 effects of any new policy, if requested to do so.

33 The Company may only implement new random drug and
34 alcohol-testing programs, if required to do so by law or contract.
35 In that event, the Company will give thirty (30) days advance
36 notice of the random drug and alcohol-testing program, unless

1 restricted from doing so by law or contract. During those thirty
2 (30) days the Company will discuss implications of the random
3 drug and alcohol testing program with the Union.

4 **Section 5. Reporting Safety Hazards or Injuries.** No
5 employee shall be subject to discipline, of any kind, as a result
6 of simply reporting a safety hazard or injury. This does not
7 preclude the Company from disciplining or discharging an
8 employee for engaging in misconduct or unsafe work practices.

9 **ARTICLE 19**
10 **MISCELLANEOUS**

11 **Section 1. Bulletin Board.** The Company shall provide a
12 designated bulletin board on the Company property for the
13 purpose of posting notices of Union meetings and other
14 activities which are officially approved by the Union. The
15 bulletin board must be maintained in good order, and be in a
16 location selected by the Company where it is visible and
17 accessible. The bulletin board is not to be used for derogatory
18 notices concerning employees, management or the Company.

19 **Section 2. Sabotage.** The Union agrees to report to the
20 Company when it has knowledge of any acts of sabotage or
21 damage to or the unauthorized or unlawful taking of Company,
22 government, customer or any other person's or employee's
23 property. The Union further agrees, if any such acts occur, to
24 use its best efforts in assisting to identify and apprehend the
25 guilty person or persons.

26 **Section 3. Quality, Efficiency and Productivity.** The Union
27 and the Company are both committed to promoting quality,
28 efficiency and productivity. Any employees of the Company,
29 including supervisors, may be assigned to work on any tasks
30 without restriction. This provision shall not be used to
31 intentionally cause a layoff of any employee or a reduction in
32 the regularly scheduled hours of any employee covered by this
33 Agreement. Additionally, non-bargaining unit employees will
34 only do bargaining unit work on an extended (continuously for
35 more than fifteen (15) minutes) basis for legitimate training or

1 quality control purposes, when bargaining unit staff are not
2 available due to weather, illness or unexpected staff shortages,
3 to meet compelling business demands, or to work on special
4 lean projects such as department 5S events and team cleans.
5 The Company will notify the Union of any material, new, special
6 lean projects and discuss the effects on employees, if
7 requested.

8 **Section 4. Code of Business Conduct.** In all respects, the
9 Union and the Company encourage the highest levels of
10 integrity and conduct from all employees. The Union will
11 support employee compliance with the Company's Code of
12 Business Conduct, and employee use of the Corporate Ethics
13 Reporting Helpline. This provision does not override any
14 express contract rights under this Agreement.

15 **Section 5. Company Access.** The Union acknowledges that
16 property provided by the Company (such as, but not limited to
17 desks, file cabinets, computers, computer files, e-mail, locker,
18 and Company vehicles) is subject to Company access from
19 time to time as the need arises, with or without prior notice. It
20 further acknowledges that the Company may search any
21 personal property an employee chooses to bring to work, if it
22 has a legitimate business reason. An employee whose
23 personal property is going to be searched may request to have
24 a Union Steward present during the search, and such a request
25 will not be unreasonably denied. The Company is not,
26 however, required to delay a search of personal property to
27 accommodate such a request where the search is due to an
28 emergency or safety concern. The Company will not use this
29 provision for the purpose of harassment of any employee.

30 **Section 6. Equal Employment Opportunity.** The Union and
31 Company each share a desire to ensure equal opportunity to
32 all qualified persons in all aspects of employment. The
33 Company reaffirms its commitment to comply with the laws
34 which prohibit discrimination based on race, religion, creed,
35 color, age, gender, gender identity, national origin or
36 citizenship, ancestry, medical condition, physical or mental

1 disability, marital status, protected leaves, sexual orientation,
2 veteran status or any other protected status under applicable
3 federal or state law.

4 The Union and Company agree to meet and consult regarding
5 accommodation matters, if requested to do so by either party
6 or by an employee. The Union will not have access to private
7 health information about any employee, absent the employee's
8 consent. The Union does not waive its right to file a grievance
9 where it believes that a proposed accommodation violates this
10 Agreement and it has promptly advised the Company of its
11 belief. Class grievances shall not be subject to the grievance
12 and arbitration procedure of this Agreement.

13 **Section 7. Lean Manufacturing.** The Union and the
14 Company recognize that in order to build and maintain a
15 competitive edge, all employees need to focus their collective
16 talent, experience and energy toward creating a learning
17 environment in the workplace. Continually evaluating current
18 practices, policies and procedures, with an eye toward
19 improving them, will provide Hytek Finishes and its' employees
20 with the best opportunity for a successful future.

21 The principles of Lean, just as the many other cooperative
22 workplace programs before it, can help to streamline work
23 processes, reduce costs, support on-time delivery, improve
24 quality, and promote job satisfaction. Properly implemented,
25 management and employees will collectively benefit from
26 improvement that attract and keep customers and increase
27 profits.

28 The Company shall not use Lean Manufacturing to reduce or
29 eliminate any contract rights the Union has under this
30 Agreement.

31 **ARTICLE 20**
32 **NO STRIKE, NO LOCKOUT**

33 **Section 1. No Strike.** During the term of this Agreement,
34 neither employees, the Union nor any of its agents will call,
35 sanction, authorize, or engage in any strike, interruption of

1 work, sympathy strike, unfair labor practice strike, picketing,
2 slowdown, or concerted or individual interruption of the
3 functions of the Company. In the event of any conduct in
4 violation of the above, the Union shall be subject to financial
5 liability for such violation unless the Union does the following:

6 A. Immediately after the beginning of such violation, declare
7 publicly that such action is unauthorized and is a violation
8 of this Agreement; and

9 B. Promptly order its members to return to work,
10 notwithstanding the existence of any picket line.

11 The Company retains the right, and may freely exercise it, to
12 hire replacements for those who are disciplined or discharged
13 for conduct in violation of this Article.

14 **Section 2. No Lockout.** The Company agrees that it will not
15 initiate or maintain a lockout of employees. Any action of the
16 Company in closing the plant during a general strike, riot, or
17 civil commotion for the protection of the plant, operations,
18 property and/or employees shall not be deemed a lockout. The
19 Company also retains the right to close the plant for other
20 legitimate business reasons.

21 **ARTICLE 21**
22 **SEPARABILITY**

23 If any term or provision of the Agreement is, at any time during
24 the life of the Agreement, adjudged by a court or administrative
25 body of competent jurisdiction to be in conflict with any law,
26 such term or provision shall become invalid and unenforceable,
27 but such invalidity or unenforceability shall not impair or affect
28 any other term or provision of this Agreement. In the event of
29 such an adjudication, either party may request that the parties
30 meet to discuss its effect on the Agreement.

1 **ARTICLE 22**
2 **ALTERATION OF AGREEMENT**

3 No agreement, alteration, understanding, variation, waiver or
4 modification of any of the terms, conditions, or covenants
5 contained herein shall be made by any employee or group of
6 employees with the Company, and in no case shall it be binding
7 upon the parties hereto unless such agreement is made and
8 executed in writing between the authorized representatives of
9 the Company and the Union.

10 The waiver of any breach or condition of this Agreement by
11 either party shall not constitute a precedent in the future
12 enforcement of all the terms and conditions herein.

13 **ARTICLE 23**
14 **SUCCESSORS AND ASSIGNS**

15 If the entire ownership of the Company is transferred, the
16 Company will provide the Union with any necessary contact
17 information for any successor owner that plans to operate the
18 business. Nothing in this provision shall limit or reduce other
19 rights or obligations of the parties under the National Labor
20 Relations Act.

21 **ARTICLE 24**
22 **EFFECTIVE DATE AND DURATION**

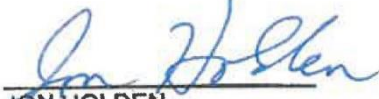
23 Except as specifically stated, this Agreement will become
24 effective when ratified by the parties and shall remain in effect
25 through February 28, 2026.

SIGNATURE PAGE

SIGNED this 28TH day of February, 2023, at Kent, Washington.

**International Assoc. of
Machinists & Aerospace Workers
District Lodge 751**

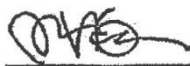
Hytek Finishes



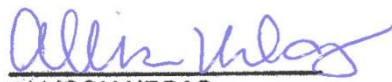
JON HOLDEN
District President & DBR



JUSTIN FULLER
VP of Operations



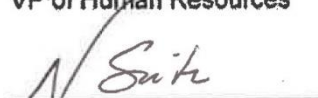
JASON CHAN
Chief of Staff



ALLISON URBAS
VP of Human Resources



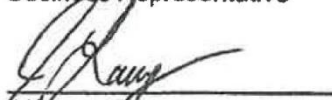
JONATHAN SHAPIRO
Staff Attorney



NICK SMITH
Sr. Operations Manager



PATRICK BERTUCCI
Business Representative



JAY LANG
Committee Member

1 **MEMORANDUM OF UNDERSTANDING**

2
3 **HYTEK FINISHES**

4 **And**

5 **INTERNATIONAL ASSOCIATION OF MACHINIST &**
6 **AEROSPACE WORKERS, LODGE 751**

7 This Agreement is between Hytek Finishes (“Hytek”) and
8 International Association of Machinists & Aerospace Workers,
9 Local 751 (“the Union”) who are parties to a Collective
10 Bargaining Agreement dated March 1, 2023. The Union
11 supports the Company in its effort to provide incentives and
12 additional compensation to employees above contract rates.
13 The Company requests the Union’s support for the Hytek
14 Performance Share Program, which provides certain
15 incentives to employees based upon the overall business
16 performance of Hytek. The Union recognizes that Hytek has
17 historically treated financial information confidentially and
18 wishes to continue to do so. It also recognizes that Hytek’s
19 parent company has certain obligations under the securities
20 laws and concerns for the privacy of its confidential business
21 information.

22 In order to support Hytek in providing additional compensation
23 to its employees based upon the success of the Hytek division,
24 the Union agrees that it will not now, or after the expirations of
25 the Agreement, request any underlying financial data be
26 disclosed to the Union related in any way to the Hytek incentive
27 programs. The Union may terminate this arrangement at any
28 time based upon ninety (90) days’ notice, but agrees that it may
29 not then request financial information based upon any conduct
30 of Hytek prior to termination of this Agreement or based upon
31 the incentive program in effect at the time of termination of this
32 Agreement. Nothing in this Agreement precludes the Union
33 from requesting information it would have a right to have
34 independent of the incentive program or disclosures by Hytek
35 related to that program.

1 total **DWIs** that an employee received during the **Relevant**
2 **Period** shall, for purposes of this Memorandum, be calculated
3 as follows:

- 4 1) The **Excluded Amounts** will be subtracted from the
5 employee's base rate as of February 28, 2023;
6
- 7 2) The employee's base rate as of March 1, 2021 will be
8 subtracted from the result in No. 1; and
9
- 10 3) The result in No. 2 will be divided by the employee's
11 base rate as March 1, 2021.
12

NOTES

NOTES