



THE **OAKWOOD** GROUP

## **MASTER AGREEMENT**

between

Oakwood Custom Coating  
and International Union, United Automobile Aerospace, Agricultural  
Implement Workers of America,  
(UAW) NW Local 163



December 1<sup>st</sup>, 2022 through November 30<sup>th</sup>, 2026

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**Oakwood Custom Coating and UAW, NW Local 163**  
**Labor Agreement**  
From Dec 1<sup>st</sup>, 2022 to Nov 30<sup>th</sup>, 2026

**AGREEMENT**

This Agreement made and entered into on this December 1, 2022, between Oakwood Custom Coating, hereinafter referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local Union 163, hereinafter referred to as the Union.

**ARTICLE 1**  
**PURPOSE**

Both parties recognize the job security for employees and profitability for the Company are two distinct goals that are tied to the Company's competitive position in the marketplace. While certain issues may cause disagreement or apparent conflict with the above stated goals, both parties pledge their dedication to the quality of our products.

Oakwood Custom Coating and the UAW recognize their respective responsibilities under federal, state and local laws relating to fair employment practices. The Company and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, handicap, religion, color, age, sex or national origin.

# Oakwood Custom Coating and UAW, NW Local 163

## Labor Agreement From Dec 1<sup>st</sup>, 2022 to Nov 30<sup>th</sup>, 2026

### ARTICLE 2 RECOGNITION

**SECTION 1** This Recognition Agreement is between the Company, Oakwood Custom Coating and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“Union”) and is effective December 1, 2022.

The Company recognizes the Union as the exclusive representation of the following employee classifications for the purposes of collective bargaining with respect to rates of pay and hours of employment at the following locations:

9755 Inkster Road, Taylor, MI (Plant 1)

12023 Delta Street, Taylor, MI (Delta Warehouse)

15511 Pine Street, Romulus, MI (Pine Street Warehouse)

*Production Operator*

*Production Assistant*

*Material Handler*

*Paint/Hook/Rack Lead*

*Area Coordinator*

**SECTION 2** Union membership is not a condition of obtaining employment nor continuing employment with the Company. An employee who is a member of the UAW at the time this Agreement becomes effective shall continue to be eligible for membership in the UAW for the duration of this Agreement. An employee who is not a member of the UAW at the time this Agreement becomes effective may become a member of the UAW at any time after employment commences and may remain a member of the UAW.

**SECTION 3** If an employee desires to join the Union, they shall complete both the application for membership and the authorization for check off of dues and initiation fee. Membership form and authorization for check off of dues will be supplied by the Union. The Union will provide the Company with the appropriate completed form. Provided that an employee has executed a valid and enforceable authorization for check-off of union dues, and not revoked their acceptance as is legally permitted under the Michigan Public Act No. 348, on a monthly basis the Company shall deduct from such employees the pay such deductions, union dues and initiation fees to the Union for the preceding month on a monthly basis. The Company will promptly remit the same to the appropriate official of the Union. At the time of submitting such deductions, the Company will also submit a record of those for whom deductions have been made, together with the amounts. The company will provide an electronic copy of the member dues deductions based off the agreed upon format requested by the Union.

**SECTION 4** During the life of this Agreement, the Company agrees to deduct from the pay of any employee covered by this Agreement, voluntary contributions to the UAW V-CAP provided that each such employee executes or has executed the "Authorization for Assignment and Check-Off of Contributions to UAW V-CAP" form. The Company will continue to deduct such voluntary contributions from

the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check-Off of Contributions to UAW V-CAP" form.

A properly executed copy of the "Authorization for Assignment and Check-Off of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Company before any such deductions are made except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Check-Off of Contributions to UAW V-CAP" forms, which have been properly executed and are in effect.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check-Off of Contributions to UAW V-CAP" form, the Michigan Public Act. No. 348, together with the provisions of this section of Article II.

Deductions shall be made, pursuant to the forms received by the Company, from the employee's pay on a monthly basis so long as the employee's authorization has not been revoked and is still in effect.

The Company will remit said deductions to the UAW International Union, United Automobile Aerospace and Agricultural Implement Workers of America (UAW). The Company further agrees to furnish UAW V-CAP with a copy of each employee's "Authorization for Assignment and Check-Off of Contributions to UAW V-CAP" form. The Company further agrees to furnish UAW V-CAP with a list of the employee's names for whom deductions have been made and the amounts deducted for each employee. This information shall be furnished along with each remittance.



**SECTION 5** The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or admitted by the Company for the purpose of complying with this Article. In the event any such claim, suit or other action is commenced against the Company, arising out of or by reason of action taken or omitted by the Company for the purpose of complying with this Article, the Union shall intervene and defend its said claim, suit or other action.

**SECTION 6** The Company and Union shall meet at mutually agreeable times to negotiate a collective bargaining agreement to cover the Oakwood Custom Coating employees covered by this Agreement.

**SECTION 7** In the event that bargaining is combined with other UAW represented Oakwood Companies, it is agreed upon there will be one (1) representative from Oakwood Custom Coating in negotiations.

**SECTION 8** Each month the Chairperson of the Shop Committee and the UAW Local 163 President shall be furnished a copy of the list of names of the employees who during the preceding month:

Became new hires into the Bargaining Unit

Returned to work from permanent layoff

Transferred into the bargaining unit, or out of the bargaining unit (to supervisory or non-supervisory position).

Lost seniority, and the reason therefore (including retirement),

Became deceased

Were placed on permanent layoff

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**ARTICLE 3**  
**MANAGEMENT RIGHTS**

All Management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise shall remain vested, exclusively in the Company. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatever limited to, the full and exclusive control, management and operation of its business and its plant. The right to transfer, relocate, or remove any department or manufacturing operation, or any part thereof, for any purpose including but not limited to reducing labor costs; the determination of the scope of its activities, products to be processed or manufactured, and methods pertaining thereto, the location of such processing or manufacturing, the materials and products to be acquired or utilized, and the layout thereof; the right to establish, or change shifts, schedules and standards; the right to schedule, change, eliminate and require overtime work; the right to establish, change, combine or eliminate jobs, job classifications and descriptions; the right to establish wage rates for new or changed jobs, job classifications and descriptions; the right to introduce new or improved procedures, methods, processes, facilities, machines and equipment or make technological changes; the right to make industrial engineered or time studies of operations or jobs; the right to maintain order and efficiency; the right to contract or subcontract any work; the determination of the number, size and location of its plants or any part thereof, and the extent to which the means and manner by which its plant or plants, or any parts thereof, shall be operated, relocated, shut down or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the right to make change and enforce safety and security rules, rules of conduct and work rules; the determination of the number of employees, the assignment of duties thereto, and the right to change, increase or reduce the same, and the direction of the working forces,

including but by no means limited to hiring, selecting and training of new employees and scheduling, assigning, laying off, recalling, promoting, demoting and transferring of its employees. It is the intention of the Company and the Union that the rights, powers, authority and functions referred to herein shall remain exclusively vested in the Company except insofar as specifically surrendered or limited by express provisions of this Agreement. The Company shall have the right to promulgate and enforce rules and regulations not in conflict with this Agreement and which the Union may challenge as unreasonable. The Company shall have the right to discipline, suspend, or discharge for cause.

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**ARTICLE 4**  
**NO STRIKE and NO LOCKOUT**

**SECTION 1     PROHIBITION AGAINST INTERRUPTED OPERATIONS**

The Union and the Company agree that both desire uninterrupted production and operation. The Union will not cause, sanction, ratify, encourage or authorize its members to cause, nor will any members of the Union take part in any strike, or other interference, or any other stoppage, total or partial of production in the Company's plant during the term of this Agreement. In addition to any other right or remedy the Company may have, and without limitation thereof, the Company shall have the right to discipline or discharge any employee participating, in any way, in any violation of this section. In the event activity prohibited by this section occurs during the life of this Agreement, the Union, its officers, agents, servants, representatives, employees and members shall exercise whatever powers they possess and take whatever steps are necessary and proper to end such improper activity. If such effort is made, there shall be no liability on the part of the International Union, Local Union, or any of their officers, agents or members.

**SECTION 2**     The Company for its part agrees that there shall be no lock out during the terms of this Agreement. This lock out provision shall not apply in the event of a strike.

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**ARTICLE 5**  
**REPRESENTATION**

All employees shall be represented by a Shop Committee consisting of: One (1) Shop Chairperson and one (1) Committeeperson per shift, who shall be elected in any manner determined by the Union. The Shop Chairperson and/or Committeeperson will be working positions and as noted above, shall be given reasonable time to conduct Union business during working hours. Oakwood Leadership will allow the Chair and/or Committee persons a reasonable amount of time to conduct Union business while at work as agreed upon by Chair/Committee person and Supervisor. There may also be one (1) Alternate Committeeperson per shift, appointed by that shift's committeeperson and Shop Chairperson, whose purpose is to fill in for the Committeeperson any time the Committeeperson is unavailable to work, and will receive the same benefits when acting in the Committeeperson's capacity. The Alternate Committeeperson will continue to retain their regular seniority. The Supervisor will be informed, with as much advanced notice as possible, when the Committeeperson's presence is required with regard to a disciplinary or policy violation matter. Following a discussion and mutual agreement, reasonable time will be made available to Chairperson to represent the grievant. If reasonable time is not agreed upon, Supervisor will document the reasons why. Should the Committeeperson need to escalate the matter, they would start with Superintendent and/or Plant Manager. If not resolved, the Chairperson should consult with the HR Manager. If Union business is conducted outside of the plant, the Company will not pay the Shop Chairperson and/or Committee person for that time. Neither the Union nor the Committeeperson(s), nor any employee shall assume supervisory authority or advise or direct employees to disregard the orders of supervision. The

Committeeperson(s) shall not in any way interfere with the Company's operations, with the exception of safety matters.

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**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

**SECTION 1** A grievance shall be limited to a complaint that the Company has violated this Agreement. A grievance when reduced to writing shall state the facts, the remedy requested, and shall be signed by the employee involved or group of employees involved, if available, and not available, by a member of that group.

**SECTION 2**

**STEP ONE** If an employee wants to initiate the grievance process, they must first present it verbally to their supervisor within five (5) business days from the date the incident occurred for consideration.

**STEP TWO** If the verbal grievance cannot be satisfactorily resolved between the employee and their Supervisor, the employee may request their Supervisor to call the Committeeperson to handle the specified grievance with their Supervisor. The Supervisor will send for the Committeeperson without undue delay and without any further discussion of the grievance. The Committeeperson shall discuss the problem with the employee and after investigating the facts, attempt to resolve the problem verbally with the employee's Supervisor within five (5) business days from the date Step One was completed.

**STEP THREE** If the verbal grievance cannot be satisfactorily adjusted between the Committeeperson and the Supervisor after the employee or their Union

Representative shall have reasonably known the facts, then the grievance shall be submitted in writing, by the Union and presented to the Supervisor no later than three (3) business days, following the final Step Two discussion with the Supervisor. Within five (5) business days, after the receipt of the written grievance, a meeting will be held between the Department Head or Plant Superintendent, the Human Resources Manager or designee, the Union Committeeperson, and the Shop Chairperson. The parties shall make a sincere and determined effort to reach a mutually satisfactory settlement of any grievance appealed to this step of the procedure. Management shall furnish to the Committeeperson the written answer to the grievance. Should Management fail to furnish a written answer to the grievance within said five (5) business days, the grievance will be considered settled in favor of the employee.

**STEP FOUR** If a grievance cannot be satisfactorily adjusted at Step Three of the grievance procedure, and further appeal by the Union is desired, the grievance may be appealed, in writing, and submitted to the plant manager within five (5) business days, after the day upon which management's answer in Step Three is received by the Shop Chairperson or their designee. Upon receipt of the Step Four appeal, a meeting will be held between the Plant Manager and/or such representative of Management they shall designate and the Shop Chairperson and the Committeeperson who initiated the grievance into the procedure. At the request of the Shop Chairperson, the Local 163 Union President or their designee may attend the meeting. The meeting referred to in this step shall be held within fourteen (14) business days after the receipt by the Company of the Union's request for such meeting unless the time is extended by mutual agreement, in writing. A mutually agreeable specific date and time will be established for a Step Four meeting following the



Union's request for such meeting. The Company will give its reply in writing, to the Union, within ten (10) business days from the date of the Step Four meeting. Should Management fail to furnish a written answer within the said ten (10) business days, the grievance will be considered settled in favor of the employee.

**STEP FIVE** If a grievance cannot be satisfactorily adjusted in Step Four, within fifteen (15) business days, after the receipt of the answer of the Plant Manager or their designee, either the Company or the Union may submit a written notice to the other party of its intention to appeal the grievance to arbitration with the Federal Mediation and Conciliation Service Office of Arbitration Services (herein after referred to as "FMCS-OAS"). If this is done, the requesting party, within ten (10) business days, after such appeal, will notify the FMCS-OAS of their desire to obtain a panel of seven (7) arbitrators. Either party should have the option of requesting a second and final panel of arbitrators from FMCS-OAS. No employee shall have the right to request arbitration, but the same shall be limited to the parties. The arbitrator shall be selected from said panel or panels by an alternate striking of names. The party requesting arbitration shall strike first and the parties shall thereafter alternate in the striking of the remaining names until one name remains on the list, that remaining name shall be designated the arbitrator. The FMCS-OAS panels shall consist of arbitrators from across the country.

Upon acceptance of the commission by the arbitrator, they shall after hearings consistent with fair play and the law, render their award, which shall be final and binding upon the parties. Each party shall bear its own expenses in connection with the arbitration; however, the expense of the arbitrator shall be borne equally by both parties. Where one party arranges

for the transcription of the arbitration hearings by a court reporter, the other party orders a copy of the record made, the parties shall share equally the total costs of obtaining the transcript and a copy thereof. The arbitrator shall not, in any way, provide said party with the original or copy of the transcript unless the party shares equally in the total costs of obtaining the transcript and a copy thereof.

**SECTION 3** The arbitrator shall have no power to alter, modify or amend any provisions hereto.

**SECTION 4** Where an employee is directed to do something, which the employee objects to, the employee must follow the directions and file a grievance on it afterward.

The filing of any grievances shall not prevent the Company from directing employees to perform the order grieved, subject however to, a final decision in the grievance and arbitration procedure. The only exception to this Section is where the employee demonstrates by clear and convincing proof that the direction placed them in imminent danger of loss of their life, limb or injury.

**SECTION 5** No grievance shall be considered if not filed or processed within the time limits set forth in this Article unless the parties mutually agree, in writing, to an extension.

**SECTION 6** If the Union fails to refer a grievance to any succeeding step within the time limits prescribed, the grievance shall be considered as closed. If the Company fails to submit a disposition within the time limit prescribed, the grievance shall be resolved in favor of the Union.

**SECTION 7** Any and all rights of the Company, Union and employees under this Article to arbitrate any grievance, including those grievances then currently in the grievance process, shall cease upon the expiration of this Agreement unless affirmatively renewed by a new written Agreement.

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**ARTICLE 7**  
**SENIORITY**

**SECTION 1** Employees shall be recorded as probationary employees for the first ninety (90) calendar days of their employment and shall have no seniority standing until the completion of the 90<sup>th</sup> day. A probationary employee's retention shall be within the discretion of the Company. Management will communicate termination decisions to Union Representative for employees with between 30 to 90 days seniority, prior to actual discharge when applicable. At the expiration of an employee's probationary employment period, the employee shall be deemed a regular employee and the employee's seniority shall relate back to the employee's date of hire or rehire. Seniority shall be on a plantwide basis and the employee's skills, abilities, and availability will be considered in addition to seniority based on the particular work available in that classification.

**OCC DIVISION**

- Paint/Hook/Rack Lead
- Area Coordinator
- Material Handler
- Production Assistant
- Production Operator



**Odd Years    Z - A**  
**Even Years    A -Z**

For purposes of layoff and recall under the terms of this Agreement, employees having the same seniority date will have their seniority status established alphabetically by their last name in accordance with the first letter in the alphabet having the greater seniority in the year in which the layoff or recall occurs.

**SECTION 2**    Seniority rights shall be lost for the following reasons:

- A. Employee quits.
- B. Employee is discharged for just cause.
- C. Employee has been on layoff from the Company without recall for any period equal to the employee's length of service.
- D. Any employee absent from work for three (3) consecutive working days without notifying the Company shall be considered a voluntary quit, unless a reason acceptable to management is submitted.
- E. Employee has, under false pretenses, obtained a leave of absence.

**SECTION 3**

- A. Layoffs of 45 days or less are temporary unless extended by mutual agreement. Layoffs of 46 days or more are considered permanent. When there is a reduction of work the following procedures shall be observed. Employees shall be laid off as follows:
  - 1. Temporary employees first
  - 2. Probationary employees with 90 days or less seniority
  - 3. Employees with 91 days or more seniority
- B. In a reduction in force, which will result in a reduction in the number of employees in any job classification, the following procedure will apply in accordance with the classification flow chart.

1. Starting with the least seniority employee in the job classification affected, employees will be removed in seniority order. They will be placed in another job classification by seniority, within their respective division, provided they have the skills and ability to perform that job. The employee transferred to another job classification will replace the least senior employee in that classification at a wage rate no higher than the highest rated job within that job classification.
- C. Employees in their division, who are reduced to a job classification with a lower pay rate, will be recalled in line with seniority to the higher paid job classification in which they have established seniority or have served in a backup capacity.
- D. Seniority employees in their division, who have been laid off work will be recalled in line with seniority as permanent openings occur to any job classification where they have seniority rights or have served in a backup capacity under the applicable provisions of this Agreement.
1. Employees at work who have been removed from their original seniority job classification will have an automatic recall right back to that job classification, as openings occur.
  2. Employees will be afforded an opportunity to reject their automatic recall rights. In the event an employee rejects an opportunity to return to any job classification, it is understood between the parties that such waiver constitutes a complete forfeiture of all subsequent recall rights of that employee, including the original job classification from which the employee was initially reduced.

3. Employees must exercise their waiver option upon being contacted by a management representative. Acceptance or rejection of a recall right must be put in writing on forms provided by management and signed and dated by the employee concerned. The understanding applies only to the employees at work in the plant being recalled under the appropriate provision of this Article. The waiver option does not apply for employees laid off work and who are recalled back to work under Paragraph D.

E. Employees with more than one (1) year seniority, who are on an approved medical disability leave of absence, will be eligible for recall after a time for time basis upon full release from their medical disability leave.

**SECTION 4** Laid off employees who are on the seniority list shall report back to work within two (2) days of their verified telephone notice of recall or within two (2) days after receipt of written notice of recall by certified letter, exclusive of Saturdays, Sundays and holidays. Failing timely to return to work within said period, said employee shall lose all seniority rights and will be considered as having voluntarily quit unless they present evidence of good cause. For purposes of this notice, the Company shall be entitled to rely upon the employee's last known address as shown by the Company's records.

**SECTION 5** The Company shall endeavor to furnish the committee chairperson the names of those workers to be laid off as soon as practical. The Company will endeavor to provide advance notice. In recalling employees to work, the procedures outlined in Section 3 of this Article shall be followed in reverse.

**SECTION 6** The Company shall keep a seniority list of all employees having seniority which shall be open to the inspection of the Shop Chairperson at all reasonable times, a copy of which shall be given to the Shop Chairperson and Local Union once a month.

**SECTION 7**

- A. It is the Employee's responsibility to notify the Company of their proper mailing address, email address, and telephone number. The address shown on the employee's previous paycheck will serve as receipt from the Company that such notice has been given. Upon layoff, it is the employee's responsibility to keep their address records current with the Company.
- B. In the event it becomes necessary to layoff a majority of the employees, the Company and the committee chairperson may meet to discuss the problems of sharing the work among the remaining bargaining unit employees.

**SECTION 8** The Shop Chairperson shall have top seniority applying to layoffs, recalls and shift preference. All committeepersons shall have top seniority applying to layoffs and recalls. At the expiration of their term of office, the committee chairperson and all committeepersons will be returned to their original standing in the bargaining unit, seniority permitting.

**SECTION 9** If an employee is promoted to a salaried position, they shall have a probationary period of three (3) years. After the three (3) year probationary period, if an employee returns to the Bargaining unit, it will be with a maximum of one (1) year's union seniority.



## SECTION 10

- A. The Company shall post notices on the bulletin board(s) to fill vacancies for existing or newly created jobs for three (3) business days. Seniority employees, as directed in the posting, shall submit applications for the posted existing or newly created jobs to the Company. Unless otherwise expressly provided in the Collective Bargaining Agreement (i.e., Area Coordinator), the employee with the highest seniority (regardless of division) will be considered first. Such jobs may be temporarily filled immediately by bargaining unit employees, provided they have the necessary skills and ability to perform the job, until such time as the job can be permanently filled in accordance with the provisions of this Article. If there are no successful bidders for a posted vacancy, the Company shall have the right to fill such vacancy through normal employment channels.
- B. An employee shall be permitted to bid on all vacancies outside of their current division and job classification, exclusive of shift differential, as opening(s) occur.
- C. When new jobs or vacancies are created, including backup positions, the employee with the greatest seniority shall be given such job so far as practical and provided they possess the necessary skills and ability to perform satisfactorily the work required which they may demonstrate during a minimum of two (2) working days and a maximum fifteen (15) working day training period. In some circumstances certain positions may require additional training beyond 15 days. When that occurs, the additional time will be communicated to the Union. The final determination of practicability and the necessary skills and ability to perform satisfactorily such services shall be at the discretion of management. If the employee is disqualified, the union representative will

be informed as to the reason(s) of disqualification of said employee. In the event that such assignments are anticipated to extend beyond thirty (30) days, a permanent placement will be made under other applicable terms of this Article. In the event of a permanent opening, the trained backup employee will assume the position.

- D. If the employee is disqualified from the new job during the training period, they will fall back to their previous job classification. If, during the training period, the employee is “disqualified and removed” from the new job by either the Company or upon the employee’s request, the employee may reapply for the same job after waiting one (1) year from date of removal. However, if the employee has been “disqualified and removed” two times from the same job, the employee will not be eligible to reapply for the same job in the future.
  
- E. Area Coordinator positions will be posted within the department. Selection of Area Coordinators will be selected by management based on an employee’s work performance, attendance record, interpersonal skills, and skills and ability. Seniority will be used as the tiebreaker between applicants.

## **SECTION 11**

- A. Employees, having the highest seniority, shall be entitled to shift preference, within their job classification, by making application to management. Employees may displace the least seniority employee on their preferred shift or fill an opening in their job classification. Shift preference moves will be awarded based on seniority and honored within seven (7) calendar days. This move may be delayed for seven (7) additional days if business needs necessitate.

- B. Oakwood Union employees can request Shift Trades, by seniority, to move to a preferred shift. An Oakwood Union employee who is most Junior on a shift can be displaced or “bumped” because of the Shift Trade request by a more senior employee. If an employee does successfully trade to a preferred shift, then they cannot request a Shift Trade for a period of three (3) months.
- C. Seniority employees will not be displaced or “bumped” to another shift against their will while lesser seniority employees in their respective job classification are available.

**SECTION 12** When seniority employees’ flow down through the classification flow chart, they can also flow back up as openings occur.

**SECTION 13** If the Oakwood Group moves either the Stamping or Expanding Division within a 100 mile radius of the present location to another plant that is owned and operated by The Oakwood Group, the employees in either division, who are affected, have the right to transfer to the new location and use their seniority to bump into a similarly classified job within their division at the new location. Any classification removed from the division in support of multiple divisions will follow the classification flow chart provision (Section 3B) and the newly structured support group will be based on seniority.

**SECTION 14** If an Oakwood Custom Coating employee is permanently laid off with no expected recall, the employee will transfer to another union plant within the Oakwood Group seniority permitting. The procedures outlined in Section 3 of

this Article will apply when transferring.

**SECTION 15** An Oakwood Custom Coating employee may transfer to another union plant within The Oakwood Group. Employee must make written application. No more than six (6) employees will be allowed to transfer per quarter. Employees requesting a transfer will transfer in seniority order. Oakwood Custom Coating employee transfers may be delayed up to 30 days if the movement disrupts operations.

The transferring employee will be paid at the entry-level rate for the classification into which they are "hired." If the transferring employee is a "red-circled" employee, they will transfer to the "red-circled" rate for which they are "hired."<sup>1</sup> If the "red-circled" employee is transferring into the same classification and is paid a higher rate than the established "red-circled" rate, they will maintain their current rate of pay.<sup>2</sup> If the "red-circled" employee transfers into a higher paying classification, they will be paid at the established "red-circled" rate.<sup>3</sup> If the "red-circled" employee transfers into a lower paying classification, they will be paid at the established "red-circled" rate for that position. If the "red-circled" employee transfers into a lower paying classification and has been paid at a higher rate than their current classification due to past merit increase, the "merit" increase will be added to the established "red-circled" rate. However, if "merit" increase plus the established "red-circled" rate is more than their current pay rate, the employee will maintain their current pay rate.<sup>4</sup>

*For example:*

1. *Joe, with 10 years seniority, is currently paid \$11.50 as a production associate in Division A and transfers to Division B as a production operator where the established "red-circled" rate is \$12.38. Joe will be paid \$12.38.*

2. *Steve is currently paid \$15.00 as a material handler in Division A. Steve transfers to Division B as a material handler (established "red-circled" rate is \$13.87). Steve's pay rate remains \$15.00.*
3. *Mark, with 10 years seniority, is currently paid \$11.50 as a production operator In Division A and transfers to Material Handler in Division B where the established "red-circled" rate is \$13.87. Mark will be paid \$13.87.*
4. *Jane, with 10 years seniority, is paid \$14.50 as a material handler (established pay rate is \$12.00 plus \$2.50 past merit increases) in Division A and transfers to production operator in Division B. The established "red-circled" pay rate for production operator is \$12.10. Jane's pay rate in Division B for production operator will remain at \$14.50. (The base rate of \$12.10 + \$2.50 (merit increase) = \$14.60 > current pay rate of \$14.50).*

**SECTION 16** The Company agrees that the use of temporary employees will be set at a maximum of three (3) months. The Company will not set Temporary workers' wages higher than Oakwood Union employees' wages.

**Oakwood Custom Coating and UAW, NW Local 163**  
**Labor Agreement**  
From Dec 1<sup>st</sup>, 2022 to Nov 30<sup>th</sup>, 2026

**ARTICLE 8**  
**ATTENDANCE POLICY**

**SECTION 1     OBJECTIVE**

The objective of the Attendance Policy is to maintain an efficient operation, be considerate to coworkers, provide a quality product on a timely basis, and generally meet customer requirements. Employees should understand that absenteeism has a harmful impact on employee morale, product quality and plant efficiency. Employees are expected to report to their jobs regularly and on time.

Employees who have completed their 90-day probationary period and attained seniority in accordance with Article 7 of this Agreement shall immediately be accountable under these guidelines. Any previous attendance violations incurred, as defined by this policy, during the probationary period will carry forward as part of their attendance record.

**SECTION 2     DEFINITIONS & EXPECTATIONS**

**Call-Off Expectations** – The Company understands that the unexpected can happen from time-to-time. Each employee is expected to call in at least 30 minutes prior to the start of their scheduled shift if they are going to be late. Every employee is expected to call the company provided call-off line prior to the start of their scheduled shift to report an absence. Every employee is expected to communicate with Human Resources if they will miss work for three or more consecutive days due to their own or a family member’s medical condition.

**No Call/No Show** – A No Call/No Show occurs when an employee fails to call-off for their scheduled shift *and* does not show up for work. If an employee commits a No Call/No Show, they will incur two (2) Attendance Points. If an employee commits a No Call/No Show for three (3) consecutive days, then the Company will assume that they have abandoned their job and voluntarily ended their employment.

**Unexcused Absence** – Any absence during a scheduled work time that is not covered or excused by any paid or unpaid benefits that are defined in this collective bargaining agreement.

**Late Arrival**– Showing up for work after the scheduled shift start time. If an employee is less than four (4) hours late, then they will only be charged ½ an Attendance Point. If the employee shows up more than four (4) hours after the scheduled shift time, then they will be charged a full Attendance point.

**Early Leave** – Failure by employee to complete their entire scheduled shift. If an employee leaves less than four (4) hours before the end of the scheduled shift, then they will only be charged ½ an Attendance Point. If the employee leaves more than four (4) hours before the end of the scheduled shift, then they will be charged a full Attendance point.

**Voluntary Overtime (Daily or Weekend) Absence** – failure to stay at work after signing up for voluntary daily overtime or failure to report for voluntary weekend overtime will equal two (2) Attendance Points.

**Excused Absence**— An absence that is covered or excused by any paid or unpaid company benefit or policy represented in Article 9 of this Collective Bargaining Agreement.

Excused Absences include approved vacation time, paid personal time, jury duty, required court appearance, military leave, bereavement leave, Company mandated time off, Union Leaves, or approved FMLA or PLOA leaves.

**Severe Weather Considerations**— In cases of severe weather, the Company may waive absences with the approval of Oakwood Management. Factors taken into consideration include local road conditions, local emergency notices, school closings, number of employees not at work and weather conditions.

**SECTION 3 MEASUREMENT RECOVERY PERIOD**

For each rolling thirty (30) day period an employee has perfect attendance as defined by the attendance award program (Section 6), an Attendance Point will be deducted from that employee’s Attendance Point total. Credit will not be given if an employee is on an approved personal/medical leave of absence or layoff.

**SECTION 4 ATTENDANCE POINT DISCIPLINARY SCHEDULE**

The accumulation of Attendance Points within an employee’s established measurement period will follow the disciplinary schedule below:

<b>NO FAULT ABSENCES</b>	<b>CORRECTIVE ACTION</b>
One (1) Attendance Point	1 <sup>st</sup> Written Warning
Two (2) Attendance Points	2 <sup>nd</sup> Written Warning
Three (3) Attendance Points	3 <sup>rd</sup> Written Warning
Four (4) Attendance Points	4 <sup>th</sup> Written Warning
Five (5) Attendance Points	5 <sup>th</sup> Written Warning
Six (6) Attendance Points	6 <sup>th</sup> Written Warning
Seven (7) Attendance Points	7 <sup>th</sup> & Final Written Warning
Eight (8) Attendance Points	Termination of Employment

**SECTION 5 UNEXCUSED ABSENCE SUMMARY**

- Any scheduled work time missed (tardy or early leave), of less than four (4) hours will equal ½ Attendance Point-



- Any scheduled work time missed (tardy or early leave) of four (4) hours or more will equal one (1) Attendance Point
- Each Unexcused Absence will equal one (1) Attendance Point
- Failure to work or report for voluntary daily or weekend overtime will equal two (2) Attendance Points
- If an employee fails to call off properly *and* incurs an Unexcused Absence, it is considered a No Call/No Show and will equal two (2) Attendance Points
- Supervisors will notify employees when they incur Attendance Points and work with the Committee persons to properly document/record those points for future reference. Notification should be given to the employee within three (3) business days unless the employee is not present for work during that time.

## **SECTION 6 ATTENDANCE AWARD PROGRAM**

Employees who achieve perfect attendance in a calendar month will earn a \$100.00 attendance award. Employees who have earned this award for each quarter (Dec - Feb; Mar - May; Jun - Aug; Sep - Nov) will earn an additional \$100 award per quarter. Employees who have earned this award for each month in the calendar year will earn an additional \$500.00. Payment of attendance awards will be made in the month following the end of the respective month.

Seniority employees who have perfect attendance for the Quarter, can also earn an additional Paid Personal day. If earned, all Paid Personal day rules apply (see Article 9, Section 8)

To earn any Attendance Award Program awards, employees will need to have perfect attendance by working all the regular hours scheduled per month. Because not all months are equal in weeks, the targeted scheduled hours will be posted at the beginning of each calendar year of the Agreement. In accordance with the

Company's fiscal calendar, the 4-week months will be equivalent to 160 hours and 5-week month will be equivalent to 200 hours. Straight time hours worked, vacation days, paid personal days, holidays, jury duty (maximum 15 days), and paid bereavement will count toward the perfect attendance goal. Employees who are sent home or asked not to come in for a day due to lack of work will receive credit toward the award for the day. Credit will not be given for time an employee is on a formal layoff or personal or medical leave of absence. Employees must be on the payroll on the payout dates.

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**ARTICLE 9**  
**LEAVES OF ABSENCE**

**SECTION 1** Upon application, leaves of absence may be granted to employees without loss of seniority at the discretion of the Company. Returning employees will be placed back in the position they held prior to the leave of absence, seniority permitting. If not, the provisions of Seniority, Article VII shall prevail. Employees so moved will be returned to their former position within three (3) days after an opening occurs.

**SECTION 2 UNION OR PUBLIC OFFICE LEAVE OF ABSENCE**

Any employee who is elected or appointed to a full-time Union office or public office, the duties of which necessitates the employee's absence from work, shall, upon written application to the Company, be granted a leave of absence. The duration of this leave shall be for the initial term of office for which the employee was elected or appointed and timely requests for renewal or extension of such leave shall be given reasonable consideration. During their absence, the seniority of such employee shall continue to accumulate. Upon returning from leave, the employee shall be reinstated to their former position at the prevailing rate of pay and benefits only if the leave was thirty (30) days or less.

**SECTION 3 BEREAVEMENT**

When death occurs in an employee's immediate family spouse, child, step-child, parent, and step-parent as defined in this paragraph, and the employee has seniority, the employee on request, will be excused for up to five (5) normally

scheduled working days with pay (8 hours) to include shift premium where applicable, excluding Saturdays, Sundays and Holidays, immediately following the date of death provided the employee attends the funeral. If requested, additional two (2) normally scheduled working days may be taken without pay during this time period. Death in the eligible family shall be limited to the death of grandparents, grandchild, brother, step-brother, half-brother, sister, step-sister, half-sister, current spouse's parent, current spouse's step-parent, current spouse's grandparent, brother-in-law, sister-in-law, step-grandchild or legal guardian will be excused for up to three (3) normally scheduled working days with pay (8 hours) to include shift premium where applicable, excluding Saturdays, Sundays and Holidays, immediately following the date of death provided the employee attends the funeral. The Company will require proof of death and attendance at the funeral in a form acceptable to the Company.

The Company will allow one (1) paid day to attend the funeral of an aunt, and uncle provided proper notice is given to the supervisor. The Company will allow one (1) unpaid day to attend the funeral of a cousin, niece or nephew provided proper notice is given to the supervisor. The employee must submit proper documentation, as noted in the preceding paragraph, to their supervisor upon return to work to support this absence without penalty.

A. In the event a member of the employee's immediate family, as defined in this contract, dies while in the active service of the Armed Forces of the United States, the employee may, should the funeral be delayed, have the excused absence from work delayed until the period of three normally scheduled working days which includes the date of the funeral. In the event the body of a member of the employee's immediately family, as defined in this contract, is not buried in continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North

American hospital or medical center for research purposes, the requirement that the employee attend the funeral will be waived.

- B. An employee excused from work under this paragraph shall, after making written application and submitting proof, receive the amount of wages, not including overtime premiums, they would have earned by working straight time hours on such scheduled days of work for which they are excused (excluding Saturdays, Sundays and Holidays).

#### **SECTION 4 FAMILY MEDICAL LEAVE ACT (FMLA)**

Family Medical Leave Act (FMLA) enables an eligible employee to take unpaid leaves for a period of up to twelve (12) weeks per rolling year for certain federally regulated life altering events. To be eligible, an employee must meet the current requirements as described by Federal Law and submit proper certification initially and periodically as requested. Employees will be required to present a return to work certification from their physician when the employee is ready to return to work after their FMLA for their own serious health condition.

Employees have the option to exhaust all vacation and paid personal time when it is for their own medical leave. Employees are required to exhaust all vacation and paid personal time concurrently with a family leave of absence.

An employee who fails to return to work upon completion of a FMLA leave will be considered to have voluntarily terminated their employment. Any employee who fraudulently obtains a FMLA will also be terminated.

If, upon the expiration of a leave of absence, there is no work available for the employee in line with seniority or if the employee would otherwise have been subject to layoff according to seniority during the period of the leave, the period

which breaks seniority shall start from the date of expiration of the leave or in the case of a leave of absence as stated in Article VII, Sections 2 & 5. The period which breaks seniority shall start from the date the employee would otherwise have been laid off.

During the FMLA leave, the Company will maintain the employee's health coverage under the same terms and conditions as when the employee was working. However, the employee must pay any portion of the benefit premiums they pay while actively working. If the leave is foreseeable, the employee's benefit premiums must be paid in advance of their leave.

FMLA application and information containing other regulated requirements can be acquired from The Oakwood Group Human Resources Department.

## **SECTION 5      PERSONAL LEAVE OF ABSENCE (PLOA)**

Employees are required to use all vacation and paid personal time available prior to being granted a personal leave of absence. An unpaid personal leave for up to thirty (30) days may be granted at the discretion of the Company. An employee desiring personal leave must submit a written request to their Supervisor. In special situations, the leave may be extended for additional thirty (30) day periods or portions thereof, at the Company's discretion. An employee who fails to return to work upon completion of a personal leave will be considered to have voluntarily terminated their employment.

During the leave, the Company will maintain employee's health coverage under the same terms and conditions as when the employee was working. However, the employee must pay any portion of the benefit premiums they pay while actively working. If the leave is foreseeable, the employee's benefit premiums must be paid in advance of their leave.

The employee shall not engage in gainful employment during such leave without the prior written permission of the Company.

**SECTION 6 JURY DUTY**

An employee who is summoned and reports for jury duty (including coroner's juries) as described by applicable law or who reports for pre-jury duty examination required by the court or administrative governmental agency shall be paid by the company their wages including shift premium (8 hours per day) up to fifteen (15) days with proper documentation.

**SECTION 7 MILITARY SERVICE**

Provided the employee meets the eligibility criteria of the law, an employee who is called to or voluntarily engaged in active military service will be treated in accordance with the Uniformed Services Employment and Reemployment Rights Act. Further details concerning reinstatement and benefit entitlements during and following completion of military leave may be obtained from Human Resources.

**SECTION 8 PAID PERSONAL TIME**

Employees who have established seniority standing by completing their 90-day probationary period become eligible for 32 paid hours of personal time per calendar year on a prorated basis (Dec 1<sup>st</sup> – Nov 30<sup>th</sup>). In the first Quarter of the calendar year (Dec – Feb), employees are restricted to two (2) Paid Personal days. If employees use more than two (2) Paid Personal days in the 1<sup>st</sup> Quarter of the calendar year, they are not eligible for and will not earn Attendance Bonuses for the month in which they used the additional personal day, the 1<sup>st</sup> Quarter, the earned paid Personal day for the 1<sup>st</sup> Quarter and the Annual Attendance Bonus (as described in Article 8, Section 6). Whenever possible, personal time must be scheduled in advance with the Supervisor's approval. There is no carryover of

unused paid personal time from year to year, nor is unused personal time paid upon separation from employment. In the event there is unused personal time at the end of the calendar year (Dec – Nov), the unused paid personal time hours will be paid out in the mid-December. Time can be utilized in 4-hour increments (half day) or 8-hour increments (full day) only.

**Section 9**      **“Substantiated Documentation”** – Documentation provided by the appropriate official must be presented to substantiate and support excused absences associated with jury duty, court appearance, military duty, union leave, bereavement, work related injury or illness, hospital confinement, approved leave of absence including Family Medical Leave (FMLA), or any other excused absence as specified in this Agreement. Only original paperwork that is properly signed and dated will be accepted.

**Section 10**    **Prolonged Absence Documentation** - Whenever an absence exceeds three (3) or more days and the employee is unable to return to work, the Company as required above, must receive appropriate documentation within seven (7) calendar days from the start of the absence or the employee will be considered to have voluntary quit and all seniority rights shall be lost (unless otherwise required by law).



# Oakwood Custom Coating and UAW, NW Local 163 Labor Agreement From Dec 1<sup>st</sup>, 2022 to Nov 30<sup>th</sup>, 2026

## ARTICLE 10 HOLIDAYS

**SECTION 1** Oakwood Custom Coating will recognize the following Holidays for the duration of this Agreement:

	2023	2024	2025	2026
<b>New Year's Day</b> <i>(Observed on)</i>	1/2/2023	1/1/2024	1/1/2025	01/1/2026
<b>Good Friday</b>	4/7/2023	3/29/2024	4/18/2025	4/3/2026
<b>Memorial Day</b>	5/29/2023	5/27/2024	5/26/2025	5/25/2026
Floating Holiday	7/3/2023	—	----	----
<b>Independence Day</b>	7/4/2023	7/4/2024	7/4/2025	7/3/2026
<b>Labor Day</b>	9/4/2023	9/2/2024	9/1/2025	9/7/2026
<b>Thanksgiving</b>	11/23/2023	11/28/2024	11/27/2025	11/24/2026
Designated Holiday	11/24/2023	11/29/2024	11/28/2025	11/25/2026
Floating Holiday	----	12/24/2024	12/24/2025	12/24/2026
<b>Christmas Day</b> <b>(observed)</b>	12/25/2023	12/25/2024	12/25/2025	12/25/2026
Floating Holiday	12/26/2023	12/26/2024	12/26/2025	12/28/2026
Floating Holiday	12/27/2023	12/27/2024	12/29/2025	12/29/2026
Floating Holiday	12/28/2023	12/30/2024	12/30/2025	12/30/2026
Floating Holiday	12/29/2023	12/31/2024	12/31/2025	12/31/2026

**Note:** *In order to meet customer requirements, when necessary, both parties must mutually agree to amend the above holiday schedule.*

**SECTION 2** When a Holiday falls on Saturday it will be observed on the preceding day (Friday) and when a Holiday falls on Sunday it will be observed on the following day (Monday).

**SECTION 3** Eligible Oakwood Union employees will be paid eight (8) hours pay at their regular straight time hourly rate, to include shift premium for each of the holidays shown above.

A. Employees who work on a holiday shall, in addition to holiday pay provided herein, receive their hourly pay for actual hours worked.

B. An employee to be eligible for holiday pay shall have reported for work and worked their scheduled shift on both the Company's scheduled workday prior to the holiday and immediately following the holiday, unless the absence is for a scheduled vacation, paid personal time, approved bereavement, jury duty, union leave, required court appearance or in-patient hospitalization.

C. Employees with the necessary seniority who have been laid off during the week prior to, or during the week in which a holiday falls, shall receive pay for such holiday.

**SECTION 4** When one of the above holidays falls within an eligible employee's approved vacation period, and the employee is absent from work during the regular scheduled workweek because of such vacation, the employee will be paid for such holiday.

**SECTION 5** Work performed on a holiday will be paid at double-time for hours worked.

**SECTION 6** If it becomes necessary to work on a holiday, the Company will endeavor to operate using only volunteers with the required skills and abilities. If there are not enough volunteers available, the holiday will become mandatory for employees possessing the required skills and abilities until a sufficient manpower

level is achieved. Where overtime is necessary, Article XIII, Section 5 will apply. The Company will give as much notice as feasible if it becomes necessary to operate on a holiday.

**SECTION 7** “FLOATING HOLIDAY” – Employees who have established seniority standing by successfully completing their 90-day probationary period are eligible to request one (1) of the Designated Holidays falling between December 25<sup>th</sup> and 31<sup>st</sup> (“Available Designated Holidays”) be carried over as a Floating Holiday for use in the following calendar year. Eligible employees who wish to have one (1) of the Available Designated Holidays reclassified as a Floating Holiday must submit a written request to HR no later than November 30<sup>th</sup>. Employees can be approved to use a Floating Holiday regardless of whether they perform work on that Available Designated Holiday or not. Approved Floating Holidays will be paid out at 8hrs at the employee’s straight time hourly rate of pay, when used. Employees can use the Floating Holiday without prior notice or penalty on any working day they choose between December 1<sup>st</sup> and November 30<sup>th</sup> of each calendar year. Unused Floating Holidays will not be paid out at the end of the calendar year.

*Example:*

*Employee A submits a request to reclassify an Available Designates Holiday from the week of Dec 25<sup>th</sup> – Dec 31<sup>st</sup>. The request is received and approved by HR. Employee A will not be paid for one of those Available Designated Holidays in the week mentioned above, and they now have an 8hr Floating Holiday in their PTO bank. Employee A decides to use their approved Floating Holiday on their birthday. Employee A calls into the call-off line on the day of their birthday and requests to use their approved Floating Holiday. They are paid 8hrs of straight time pay on the day of their birthday in that week.*

**SECTION 8** The Company is to give each employee a \$100.00 Holiday bonus.

**SECTION 9** If a recognized Holiday falls on a Thursday or Friday, The Company will process payroll to payout on the Wednesday or Thursday prior to that Holiday.

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**ARTICLE 11**  
**VACATIONS**

**SECTION 1**

A. The vacation schedule to be as follows:

Seniority for one (1) yr or less than two (2) yrs	40 Vacation hrs
Seniority for two (2) yrs or less than seven (7) yrs	80 Vacation hrs
Seniority for seven (7) yrs or less than twelve (12) yrs	120 Vacation hrs
Seniority for twelve (12) yrs or less than twenty (20) yrs	160 Vacation hrs
Seniority for twenty (20) or more years	200 Vacation hrs

B. Vacation payments shall be made in accordance with the wage rates, including shift premium as contained in the Wage Schedule in Wages & Hours, Article 13, and Section 8.

C. Vacation pay will be paid as vacation time is taken. In the event there is unused vacation at the next anniversary date, unused vacation time will be paid within two pay periods.

D. All checks that are not payroll checks are to be made out separately.

**SECTION 2**

In order to be entitled to vacation pay, an employee with twelve (12) months or more seniority must have worked sixteen hundred 1600 hours in the twelve (12) months prior to their anniversary date. Any employee not meeting these

requirements will be paid a proportionate amount based on the number of hours they worked.

**SECTION 3** The eligibility requirements must be met by the seniority anniversary date. Time lost due to occupational injury or illness during the current vacation year shall be included as time worked for the purpose of computing the vacation allowance in the vacation year in which the occupational injury or illness occurs.

**SECTION 4** Vacation pay shall be at the employee's current straight time hourly rate to include shift premium.

**SECTION 5** Vacations will be scheduled by the Company. Employees may indicate their vacation preference on a posting in the period from January 15<sup>th</sup> to February 15<sup>th</sup> of each calendar year. If employees have a conflict in choosing dates for vacation, seniority will prevail. If employees have equal seniority dates, the A-Z (even years) and Z-A (odd years) provision of Seniority, Article 7, Section 1 will be followed.

Vacation scheduling after the initial sign-up period will be on a first come – first served basis subject to production schedules, time availability and supervisory approval. Employees must submit requests for vacation at least two (2) days in advance for approval.

Time can be utilized in 4-hour increments (half day) or 8-hour increments (full day) only.

**SECTION 6** In the event of a permanent layoff, the employee will receive a prorated share of their vacation pay, providing that the employee has attained one (1) year's seniority, which is to be included with the employee's last payroll check.



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**ARTICLE 12**  
**GROUP INSURANCE AND OTHER BENEFITS**

**SECTION 1** All eligible Oakwood Union employees will be given the option to enroll in the benefit plans provided by The Company. Each year, after a review of marketplace trends and costs, the Company will determine carrier selection and plan design. The Company and the Union will meet together to determine final medical plan design prior to open enrollment each year.

**SECTION 2** **MEDICAL, DENTAL AND VISION ELIGIBILITY**

All Oakwood Union employees will become eligible to enroll in Company offered benefit plans on the 91st day following date of hire. Employees can enroll during the designated enrollment periods (after 90 days, during Open Enrollment, etc). If the employee is laid off, they shall be given coverage to the end of the month following the month in which the layoff occurred. On recall, coverage shall commence immediately.

During a FMLA leave (see Leaves of Absence, Article IX, Section 4), the Company will maintain the employee's health coverage under the same terms and conditions as when the employee was working. However, the employee must pay any portion of the benefit premiums they pay while actively working. If the leave is foreseeable, the employee's benefit premiums must be paid in advance of their leave. When the FMLA has been exhausted, the employee will be offered COBRA at their expense.



**SECTION 3 MEDICAL OPT-OUT PAYMENT**

Employees with dual medical insurance benefits will be offered the following opt-out payment to be paid out in December of each year. **Employees must provide proof of coverage and be actively employed on December 15th of the opt-out year to receive this payment.** Opt-out payment amounts will be prorated during the first year of eligibility. Spouses or dependents employees who work for the Company, may not receive both the medical benefit and opt-out payment.

<b>COVERAGE LEVEL</b>	<b>Opt Out Payment</b>
Employee	\$600
Employee +1	\$800
Employee + Family	\$1200

**SECTION 4 INSURANCE CONTRIBUTIONS**

Employees will be required to pay a portion of their premium contributions for medical, dental and vision benefits as described below based on their election of coverage:

**MEDICAL CONTRIBUTION**

The employee will contribute a minimum of 8% of gross monthly premium for medical benefits in the first year of this contract. The premium percentages will increase by 3% in the 2<sup>nd</sup> and 4<sup>th</sup> year of this Collective Bargaining Agreement. Thus, employees will contribute 11% in years two (2) and three (3) and 14% in year four (4).

The Company will furnish a Benefit guide each year that will contain all of the details of every benefit offered in terms of insurance carriers, eligibility, monthly

**SECTION 5     DISABILITY INCOME INSURANCE**

Oakwood Union employees are eligible for up to 26 weeks of Short-Term Disability (STD) income on their 91<sup>st</sup> day of continuous employment. Short-Term Disability income is limited to 66 and 2/3% of the employee's 40-hour weekly income up to a maximum of \$800.00 per week. Oakwood Union employees must meet all insurance carrier requirements to be eligible for and receive the STD income.

The employee who has been eligible for STD income for the 26-week period and continues to be disabled will be eligible for up to 24 months of Long-Term Disability (LTD) income, limited to 60% of the employee's 40-hour weekly income up to a maximum of \$3000.00 per month, if the employee meets all insurance carrier requirements.

**SECTION 6     LIFE INSURANCE / AD&D**

The employee is entitled to Life Insurance/AD&D equal to one and half (1 ½) times the employee's annual wage, to include shift premium, the first of the month following 90 days of continuous employment. The benefit ends on the day when the employee is no longer considered an active full-time regular employee.

Optional Life insurance is also available the first of the month following 90 days of continuous employment and may be purchased at the employee's expense.

**SECTION 7     401K**

The Company will offer a 401k plan for eligible employees the first of the month following 90 days of continuous employment.

**SECTION 8    PRESCRIPTION SAFETY GLASS PROGRAM**

The Company will provide up to \$100 every 12 months toward the purchase of prescription safety glasses through a vendor of the Company's choice, the first of the month following 90 days of continuous employment.

**SECTION 9    EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The Company will provide an Employee Assistance Program (EAP) as a resource to all of its active employees. Information about the EAP program and how to access it will be provided in the annual Benefit Guide.

**SECTION 10    GROUP INSURANCE GENERAL PROVISIONS**

A summary of Company provided insured benefits under this Article have been provided to the Union. The specific benefit coverage is available in the Benefit Guide provided by the insurance carrier. All employees are subject to the terms and conditions of any group insurance benefits provided by the Company as specified in the summary plan descriptions and prescribed by law.

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**ARTICLE 13**  
**WAGES AND HOURS**

**SECTION 1    HOURS OF WORK**

- A. The Company will typically schedule a workweek of five (5) days at eight (8) hours per day or four (4) days at ten (10) hours per day as the workweek. The Company will establish the regular starting times for each shift schedule with rest and lunch periods as provided in Article 15, Section 5. When the Company adjusts the work schedule or the shift hours within a workweek, the Company will notify the Union at least two (2) weeks in advance of the change.
  
- B. The working hours and workdays are subject to change as determined by plant management. Working shifts and hours may vary depending upon the needs of the business. Nothing in this Article is to be construed as a guarantee of any number of hours of work per day or days of work per week.
  
- C. At times, it may be necessary for the Company to establish alternative workweeks, such as a rotating schedule in order to meet customer requirements. Non-“red-circled” employees will be required to work alternative schedules when necessary. “Red-circled” employees may volunteer to work such alternative work schedules.

**SECTION 2**    Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts working for the regular working hours of that shift.

### **SECTION 3 REGULAR STRAIGHT TIME PAY**

Employees will be compensated at their straight hourly rate for the regular working hours of their assigned shift as follows:

- A. For the first forty (40) hours worked in the employee's workweek. Hours worked includes paid vacation, paid personal time, paid bereavement, paid jury duty, paid holiday, or Union Leave (maximum of 8 hours per day).

### **SECTION 4 OVERTIME PROCEDURES**

During periods of overtime, the following principles shall be observed. The company will offer overtime by asking the employee with the lowest overtime hours in each classification first provided that they have the skills and ability to perform satisfactorily the work. When all hours are equal, the employee with the highest seniority in the classification will be asked to work overtime. If there are no volunteers, overtime will be mandatory to the lowest person in overtime hours or when all hours are equal, the lowest seniority employee in the classification. Overtime records will be maintained daily and posted in a practical location. If all employees in a classification refuse overtime, the available overtime hours will be offered to employees who are qualified by the chart of classification and/or by mutual agreement of the parties.

**VOLUNTARY OVERTIME** – Management will give employees two (2) hours of advance notice for daily overtime and weekend overtime. If both Saturday and Sunday overtime is expected, it will be scheduled in blocks. If employees are not given proper notification, they will not be charged overtime hours should they refuse. All Sunday overtime work will be considered voluntary.

#### **MANDATORY OVERTIME**

During the regular work week (Mon – Fri), the maximum mandatory workday is ten (10) hours. All work thereafter becomes voluntary. Management must provide notice of mandatory daily overtime at least two (2) hours in advance.

When mandatory overtime is scheduled on a Saturday, the maximum workday is eight (8) hours. The Company can schedule two (2) mandatory Saturdays consecutively, but the third consecutive Saturday must be offered as voluntary overtime. Overtime offered on Sundays is on a voluntary basis. Management will give two (2) and a half (½) days' notice for weekend overtime.

**CHANGE OF SHIFTS, CLASSIFICATION OR RETURN FROM LEAVE OR LAYOFF** – When an employee changes shifts, their overtime hours will be transferred, if the amount of hours is lower than the lowest person on the new shift or overtime group, they will acquire the low person's value. If their amount of overtime hours is higher than the highest person in a new classification, they will acquire that person's value.

For employees who have been on layoff or leave, upon return, they will acquire the average overtime hours of their classification by shift.

## **SECTION 5 OVERTIME PAY**

### **Time and One-Half**

- A. For time worked in excess of forty (40) hours in the employee's workweek. Hours worked includes paid vacation, paid personal time, paid bereavement, paid jury duty, paid holiday, or Union Leave (maximum of 8 hours per day). Credit will be given to the 40 hours threshold if an employee is on union business, has been sent home or left home by the Company during their 40-hour basic work week.
- B. There shall be no duplication or pyramiding of overtime or premium pay.

### **Double Time**

- A. Double time shall be paid for all hours worked on the Sunday provided employee has worked at least 40 hours in the work week. Hours worked

include paid vacation, paid personal time, paid bereavement, paid jury duty, holiday, or union leave (maximum of 8 hours per day). If an employee works on a holiday, they are entitled to double pay for hours worked in addition to holiday pay for which they may be eligible.

- B. If an employee is assigned or volunteered to work an alternative work schedule, double time shall be paid for all hours worked on the 7<sup>th</sup> consecutive workday provided the employee has worked 40 hours in the work week. Hours worked include paid vacation, paid personal time, paid bereavement, paid jury duty, paid holiday, or union leave (maximum of 8 hours per day).

#### **SECTION 6 CALL-IN PAY**

Any person sent home before having worked four (4) hours or permitted to come to work without having been properly notified that there would be no work, shall receive a minimum of four (4) hours of pay at the regular rate of pay. It is the employee's responsibility to provide the Company with a current contact information so they can be notified of any changes or disruptions to the regular work schedule. An employee pursuant to the foregoing provision of this section shall receive no pay if work is unavailable to him/her because of circumstances beyond the control of the Company including, but not limited to, reason of fire, storm, power outage, the employee's medical condition, the Company was unable to reach the employee, or the employee did not receive message.

#### **SECTION 7 NEW CLASSIFICATION**

At the start of a new job which cannot be properly placed in existing negotiated classifications, the Company will set up a new classification and rate covering the new job until such time as negotiations between the Company and the Union shall result in an established rate and classification for the new job; if the negotiated rate

for the new job is higher than the temporary rate, the higher rate shall be applied retroactively to the date the employee started on the new job.

## **SECTION 8 WAGE SCHEDULE**

Employees with a seniority date January 1, 2011 or after will receive a minimum annual base wage per their respective job classification as listed below in the Base Wage Scale, Section 8A during the life of this Agreement.

If an employee is required to do a higher rated paying job, they will be paid at the higher rate for time spent on the assignment according to their respective Base Wage Schedule, 8A.

Employees currently earning the same or a higher hourly rate than what is shown in the Base Wage Scale, Section 8A below will continue to receive their current wage. Should employees move into a higher job classification, they will continue to receive their current wage if higher or whereby the Base Wage Scale, per Section 8A will be followed.



**A. BASE WAGE SCALE** (*Hired after January 1, 2011*)

OCC CLASSIFICATION	RATE
Paint/Hook/Rack Lead*	\$19.45
Area Coordinator*	\$18.57
Material Handler	\$18.06
Production Assistant	\$17.54
Production Operator	\$16.51

NOTE: *Paint/Hook/Rack Lead and Area Coordinator positions will be posted plant wide. Selection of Paint/Hook/Rack Leads and Area Coordinators will be selected by management based on an employee's work performance, attendance record, interpersonal skills, and skills and abilities. Seniority will be used as the tiebreaker when two employees are equally qualified.*

**B. GENERAL WAGE INCREASE**

	DEC 1, 2022 – NOV 30, 2023	DEC 1, 2023 – NOV 30, 2024	DEC 1, 2024 – NOV 30, 2025	DEC 1, 2025 – NOV 30, 2026
GWI	\$2.00/hr	5%	4%	4%
Annual Lump Bonus	N/A	N/A	\$600	\$600

Payment for the General Wage Increase will begin with hours worked after December 1<sup>st</sup> of each calendar year based on current base pay amount.

**SECTION 9** All employees who are assigned to the afternoon (2<sup>nd</sup>) shift will receive fifty cents (\$0.50) per hour premium. All employees who are assigned to the nights (3<sup>rd</sup>) shift shall receive 75 cents (\$0.75) per hour.

**SECTION 10** Payment of wages will be made weekly.

**SECTION 11** For purposes of calculating any overtime pay, there shall be no duplication or pyramiding of overtime pay or premium pay.

**SECTION 12** If an error to an employee's pay results from a mistake or oversight made by Management, the Company will correct any shortages of pay to the affected employee the next business day.

**Oakwood Custom Coating and UAW, NW Local 163**  
**Labor Agreement**  
From Dec 1<sup>st</sup>, 2022 to Nov 30<sup>th</sup>, 2026

**ARTICLE 14**  
**HEALTH & SAFETY**

**SECTION 1** The Union and the Company recognize the importance of safety provisions in the plant for the welfare of the employees and the protection of the Company's property. The Company agrees to make reasonable provisions for the safety and health of its employees during the hours of their employment. There shall be a permanent Health & Safety Committee consisting of two (2) representatives of the Company, one of which will be a designated Company Safety Representative, and three (3) elected or appointed representatives of the Union, two (2) of which will be the Shop Chairperson and the Committeeperson. The Health & Safety Committee may investigate, discuss, and submit recommendations to relieve any unsafe or unhealthy conditions that may exist. The Health & Safety Committee will deal with any safety concerns and seek advice, opinion and suggestions of experts, authorities and official agencies. Should a safety incident require further investigation during the shift, the Chairperson or Committeeperson may consult with their supervisor and request reasonable time to support an investigation or ongoing safety concern. The Company and the Union agree to have regularly scheduled Safety Meetings during working so Union Representatives will attend and participate.

**SECTION 2** The Health & Safety Committee shall be considered an adjunct of, and subordinate to, the regular grievance procedure herein set forth. All disputes and disagreements arising under the Health & Safety clauses of this Agreement, if not

disposed of by the Health & Safety Committee, shall proceed to the grievance procedure provided in the Agreement.

**SECTION 3** The Company agrees to inform the Health & Safety Committee of the names and natures of substances used in the plant, exposure to which may be unhealthful or dangerous, and upon request of the Committeeperson in the committee to reveal the names and nature of any substances or compound used in the plant.

**SECTION 4** The Union and the Company agree to comply with all local, state and federal laws.

**SECTION 6** When the in-plant temperature reaches 90 degrees, appropriate measures will be taken which will include fans, drinks and extra breaks. If the outside temperature exceeds 95 degrees and the employee exhibits signs of heat-related illness, the employee may request to leave the plant with no chargeable absence, at the supervisor's discretion. A thermometer will be placed in the plant to display plant temperature.

**Section 7** The Company shall provide First Responder training for all Supervisors and members of the Safety Committee.

**Section 8 SAFETY RULES & GUIDELINES**

The Union and Management of Oakwood Custom Coating care about employee safety and recognize the need to reinforce the awareness of job safety and safety training. Both parties believe that safety must be thought of as equally important as product quality, customer satisfaction, profit, and organizational pride. Because the Union and Management believe that accident prevention is good for business, the parties will continuously promote safe working conditions through

employee training, education and open communications as a reminder to think and work safely.

The Oakwood Group's Management Team and the Union are committed to:

1. Strive to eliminate all Safety hazards from all jobs
2. Provide the proper tools and training to detect, report, and correct all unsafe acts
3. Work together to improve the safety awareness and training for all team members

To avoid or reduce workplace accidents, it is imperative that everyone follows the Health & Safety rules and guidelines listed below:

1. It is every employee's responsibility to **immediately** report to Management, any condition or practice that might or has caused injury to employees or damage equipment. The Company has provided an electronic method for all employees on every shift to be able to immediately report any hazards to Management (The "Good Catch" Program).
2. All work-related injuries or illnesses **MUST** be reported to Management immediately. If it is not, the claim is subject to denial and disciplinary action can be issued.
3. Personal Protective Equipment (PPE) must be worn in designated areas where required. This includes MIOSHA approved safety glasses with side shields and hearing protection. The Company will provide PPE.
4. No employee is permitted to operate a fork truck, crane, or any other specialized equipment without evidence of completed training and current certification.

5. In accordance with OSHA and MIOSHA standards, all employees are required to use seat belts when operating a powered industrial truck or any other mobile industrial equipment.
6. Do not repair any equipment you have not been authorized or trained to repair.
7. Lockout/Tag out procedures must be followed.
8. Only proper tools and equipment must be used.
9. Equipment must be checked and inspected before using.
10. Do not operate any machines without proper guarding. Missing guards are to be reported to management immediately.
11. Horseplay is not allowed. This includes running and throwing objects.
12. Work areas are to be kept clean and orderly. No personal items or food at workstations (while working). Beverages, if allowed, must be in a proper container.
13. Spills should be reported immediately so they can be contained and cleaned properly.
14. Exit doors should be kept closed at all times and aisle ways are to be kept clear at all times.
15. Portable Radios are not allowed in any work areas. Cell phone usage for personal calls, texts, social media, or video streaming are not allowed in any work areas.

Headphones or ear buds are allowed to be used in one (1) ear only and subject to Supervisor discretion, relative to work situations or conditions. Cell phone usage is prohibited while operating a fork truck or any other moving equipment or machinery.

16. Calling or texting while traveling through the plant is prohibited by all employees.
17. Proper lifting techniques must be used. Get assistance if required.
18. Employees are not allowed to work or be on the Company premises alone.
19. Never climb over, walk under, or sit under safety rails/straps or storage racks.
20. Failure to follow any of these Safety Rules and/or Guidelines shall result in disciplinary action (refer to Shop Rules). If you have any questions, ideas, or concerns, please submit them to one of the Health and Safety Committee members.

## **Section 9      DRESS CODE**

Projecting a positive image to the customer and not offending co-workers is important. The Company practices a standard of dress that takes into consideration safety, customer perception, production efficiency and quality. This requires cooperation, sensible dress and grooming choices. In all instances, the correct Personal Protective Equipment (PPE) must be worn. The following guidelines emphasize both safety and appropriateness:

- Shorts can be worn but they must be knee length.
- Long pants and long-sleeved shirts are recommended. Short-sleeved shirts may be worn.

- The midriff and upper body must be covered. Arms may be bare, but “spaghetti straps” are not allowed. No see-through, excessively open or half shirts are allowed.
- Shoes must be rubber soled with a closed toe, a closed heel, and they must cover the entire foot. High heels, sandals, and wedges are not permitted.
- Hair should be worn in a style that will prevent it being caught in machinery.
- No jewelry should be worn that might get caught or tangled in moving equipment or create a product quality defect.
- Clothing may not display offensive or vulgar language, graphics, or symbols.
- Do not wear excessively loose clothing that may be caught or tangled in moving equipment or may pose other safety concerns.
- To maintain team cohesiveness, employees are encouraged to practice good personal hygiene. In general, clothing style must be appropriate for the workplace and adequately cover the body.

**SAFETY IS EVERYONE’S RESPONSIBILITY!**



**Oakwood Custom Coating and UAW, NW Local 163**  
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**ARTICLE 15**  
**GENERAL PROVISIONS**

**SECTION 1**

- A. Salaried employees shall not be permitted to perform work on any hourly-rated job except in the following types of situations: (1) in emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations; (2) in the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned; (3) and in situations where assistance is given to complete tasks or assignment
  
- B. Management recognizes that it is desirable for employees to take direction from one Supervisor except in abnormal situations or special cases such as shop rule or safety violations. In the event of conflicting direction from another Supervisor regarding job assignments, these cases should be brought to the attention of the Supervisor giving such conflicting orders, by the employee. It shall be the responsibility of the Supervisor to resolve the conflict with the employee's immediate Supervisor.

**SECTION 2**

The Company will supply the Union with an approved enclosed bulletin board which will be placed in mutually agreed upon location for the exclusive use of union information only.

- SECTION 3** If any clause or provision of this Agreement is held or should be invalid under any existing or future federal, state or local legislation, the remainder of the provisions of this Agreement shall not be affected thereby.
- SECTION 4** The Company shall furnish soap and towels.
- SECTION 5** A “twelve (12)” minute rest period shall be given between the starting time and lunch period and between the lunch period and quitting time. A “twenty” (20) minute paid lunch to all employees working a straight eight (8) hour shift (i.e. 6 am – 2 pm). A five (5) minute wash up period will be allowed before lunch. Six (6) minutes of rest period will be afforded for each additional hour of overtime worked past their regular shift.
- SECTION 6** Changes due to the enactment of Health Care Reform, other federal/state mandated benefit, wage controls, regulations and stipulations as mandated by law may force the Company to alter provisions made in this Agreement.
- SECTION 7** The Company will supply smoking areas or sheltered smoking areas.
- SECTION 8** The Company will provide an office with a desktop computer and printer for Shop Chairpersons to use for union business.
- SECTION 9** The Company will provide Handicap Parking Spaces in all plant parking lots.
- SECTION 10** The Company will supply vending service for the employee’s use. If a vendor is neglectful in providing services, then the Company is to find another vendor.
- SECTION 11** The Company will supply a sanitary napkin/tampon machine. If the machine is destroyed or damaged in any way, the Company will remove it.

- SECTION 12** The Company will supply lockers for employees.
- SECTION 13** All personal, vacation, holiday, bereavement, and jury duty days will include shift premium.
- SECTION 14** Attendance Policy rules will be handled separately from Safety Rules & Guidelines and Shop Rules.
- SECTION 15** The Agreement shall be binding on the successors and assigns of the parties hereto, except to the extent modifications are agreed upon by the Company and the Union or their respective successors and lessees. The Company shall have no liability whatsoever under this Section if the successor adopts the Agreement, negotiates, and signs a different Agreement with the Union or following the expiration of 120 days from the sale, whichever occurs first.
- SECTION 16** The Company will pay a Ratification Bonus in two separate installments. The first payment will be \$300 to every active Oakwood Union employee who has reached their 91<sup>st</sup> day by Dec 1<sup>st</sup>, 2022. The second installment will be \$300 and will pay out six (6) months from the date of Ratification (mid-June 2023) to every active Oakwood Union employee who was hired by Dec 1<sup>st</sup>, 2022. The Ratification bonus will be payable in the middle of the month from the timing stated above. No other bonuses are due and payable unless otherwise expressly set forth in this Collective Bargaining Agreement.
- SECTION 17** Approved vacation days or Union leave days on Friday or Monday will excuse the employee from weekend overtime. The union will provide management with at least 48 hours' notice for union leave requests. The Company reserves the right to deny, in writing, a leave for Union Business if conditions are present that create a hardship for operations.

**SECTION 18** The company will take into consideration the Union's annual Local 163 picnic when scheduling overtime.

**SECTION 19** Shop Chairpersons will receive \$1.00/hr in addition to the hourly rate they earn in their current classification.

**SECTION 20** Shop Chairpersons will be invited regularly to attend New Hire Orientations for up to 30 minutes to introduce Union topics to newly hired Production employees.

**Oakwood Custom Coating and UAW, NW Local 163**  
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**SHOP RULES & DISCIPLINARY ACTION**

Oakwood Custom Coating has assumed the following Shop Rules and Disciplinary Action for the benefit of the company and the well-being of all employees of the company.

**SECTION 1**

- A. When a shop rule violation is discovered and the facts are reasonably known, the Supervisor will notify the employee and Union Representative of the infraction within three (3) normal working days, excluding weekends.
- B. Prior to any disciplinary action being imposed, the employee to be disciplined will be granted, upon their request, a private meeting with their Union Representative to discuss the charges.
- C. The employee who will be or has been disciplined by a reprimand, disciplinary suspension, or discharge will be furnished with a written statement advising them of their right to union representation and a description of the misconduct for which they have been disciplined, and in the case of a disciplinary suspension or discharge, the extent of the penalty. Thereafter, the employee may request a meeting with their Supervisor to discuss the case and request the presence of their Union Representative. This meeting will be held privately in a location mutually agreed upon by the Union and Management. Depending upon the circumstances, the meeting may be postponed if the employee is required to leave the premises immediately. Whether or not a meeting is held and/or the Union Representative is requested to be present, the Union Representative will

be advised in writing within one normal business day of twenty-four (24) hours following the meeting or the decline to meet, of any disciplinary action and will be given a copy of the statement given to the employee. If for any reason, an employee declines to meet as noted in Section 1C, they will be tendered a copy of any disciplinary action entered on their personnel records, within three (3) business days. In imposing discipline on a current charge, Management will not take into account any prior infractions on which probation has been met. Management will not impose discipline on employees for falsification of their employment applications after a period of eighteen (18) months from the date of hire.

**SECTION 2** Except as otherwise provided elsewhere in this Collective Bargaining Agreement, any discipline that is given to any employee will be administered uniformly and will be applied in a progressive and corrective manner. The company will be specific in identifying the alleged violation(s). The Shop Rule progressive disciplinary warning schedule is as follows:

- 1<sup>st</sup> Offense - 1<sup>st</sup> Written Warning
- 2<sup>nd</sup> Offense - 2<sup>nd</sup> Written Warning
- 3<sup>rd</sup> Offense - 3<sup>rd</sup> & Final Written Warning
- 4<sup>th</sup> Offense - Termination of Employment

Certain violations may require that Human Resources conduct confidential investigations to determine what, if any, policies have been violated. Employees who may be directly involved in the incident will be suspended (in most cases) during the investigation. If during the investigation another infraction is found to include another employee, that employee cannot be disciplined unless the issue violates Safety Rules & Guidelines or a double asterisk Shop Rule.

Progressive disciplinary action received by an employee will remain on their record for the term assigned to the violation. Recovery periods do not include any time off for personal or medical leaves of absences or layoffs.

The company will not give any consideration to violations that occur prior to the assigned term. For example: *Ted received a written warning on 7/11/19 for a “six month” violation and then receives a second written warning on 12/14/19-for a “one year violation”. On 1/12/20, the first written warning will expire, but the second written warning will remain on Ted’s record until 12/15/20. Therefore, Ted’s next minimum discipline will be third written warning until 12/15/20.*

Any one or more warnings or reprimands will be made part of an employee’s record.

**SECTION 3**

**\*\* Violation of these rules will result in penalties up to and including termination of employment as long as there is clear evidence from a thorough investigation.**

<b>TERM</b>	<b>NUMBER</b>	<b>INFRACTION</b>
1-year	1.**	Violation of the Workplace Violence Policy. (see page 74).
1-year	2.**	Violation of the Harassment Policy. (see page 71).
1-year	3.**	Engaging in sabotage.
1-year	4.**	Theft or misappropriation of employee or Company property, or stealing time (clocking in and out but not performing work)
1-year	5.**	Violation of the Substance Abuse Policy (see page 69).
1-year	6.	Making or publishing of false, vicious or malicious statements concerning any employee, management member, the Company or its products. Falsification of personnel or other Company records.
6-months	7.	Careless workmanship or operation of machines, tools, hilos, or Company equipment. Running parts not to standard without authorization.

TERM	NUMBER	INFRACTION
1-year	8.	Refusing or failing to follow supervisor's verbal or written instructions (Insubordination).
6-months	9.	Failing to punch in at beginning of shift and out at end of shift. Failure to punch out and punch in when leaving the Company premises for lunch.
6-months	10.	Wasting time, talking to others or loitering.
6-months	11.	Leaving assigned workstation without permission. Failure to be at the assigned workstation at the start or end of the shift or abuse of lunch or break periods.
6-months	12.	Violation of any Safety Rules or Guidelines (Refer to Article 14).
6-months	13.	Smoking in areas other than those designated as smoking areas.
6-months	14.	Performing private work on Company time.
6-months	15.	Using another employee's tools or equipment without the employee's permission.
6-months	16.	Admitting non-employees on Company premises without permission.
6-months	17.	Posting, removing or tampering with material on Company bulletin boards without specific authorization.
1-year	18.	Refusal to cooperate or allow inspection of personal belongings, lockers, lunch boxes, and vehicles during the investigation of a rule or policy infraction.
1-year	19.**	Violation of the Computer Use Policy for those assigned computer use access.
1-year	20.**	Abandoning assigned work and/or purposefully disrupting production schedules by refusing to work.
1-year	21.	Misrepresentation of unemployment claim or dependent on Company's health plan.



This is not an exhaustive list of all possible violations. The Company reserves the right to make changes to these rules with notice to the Union. The Union is encouraged to bring issues regarding work rules to the Company for discussion. Once the term of disciplinary action has been met, the employee's record will be cleared.

# Oakwood Custom Coating and UAW, NW Local 163

## Labor Agreement

From Dec 1<sup>st</sup>, 2022 to Nov 30<sup>th</sup>, 2026

### SUBSTANCE ABUSE

The Union and the Company are committed to maintaining a work environment that is free from substance abuse. Therefore, the parties agree to the following fundamental principles regarding substance abuse. The objectives of the Substance Abuse Policy are:

- To provide a safe workplace for all employees.
- To protect company assets.
- To assure the highest level of efficiency, productivity, and quality.
- To encourage appropriate and responsible behavior.

The Union and the Company believe that being under the influence of mood-altering substances (such as alcohol or drugs) while on duty or the possession, use, distribution, or sale of such substance on company property or in company vehicles at any time is unacceptable behavior and dangerous and thereby, prohibited. It is the employee's responsibility to notify the company of any prescribed therapeutic drug use that such use could affect or interfere with the accomplishment of job responsibilities. Violation of this policy will result in disciplinary action, up to and including termination of employment.

- An employee may be asked to submit to an alcohol or drug test at the Company's expense if . . .
  - There is evidence or reasonable suspicion to believe that the employee is under the influence of a substance that affects their job performance or creates an unsafe workplace.
  - The employee is involved in an on-the-job accident or injury, if in the Company's opinion, reasonable cause exists to believe that alcohol and/or drugs contributed to the accident or injury.

If a positive result occurs and the employee has seniority, they will be offered the opportunity to enroll in a behavioral health services program and will be subject to random drug/alcohol screens for a period of three (3) months. Should the employee fail to enroll or complete a behavioral health services program or if the employee has a second positive result for drugs for the remainder of their employment, the employee will be terminated. If the employee is still probationary or a temporary worker, they will be discharged immediately.

For purposes of this policy, tests for alcohol concentration will be conducted using National Highway Traffic Safety Administration approved, evidential health-testing devices operated by trained technicians provided by the testing contractor, or by approved screening devices. An employee who tests at an alcohol concentration of 0.02 or above will be retested approximately 15 minutes later after the first test. A confirmed alcohol concentration of 0.02 (on the retest) is a positive result and in violation of this policy and corrective action will take place in accordance with the procedures herein. All detectable levels of alcohol will be reported to the Company.

Should the employee have another positive alcohol result as described above within two years, the employee will be terminated. After two (2) years of no further occurrences involving alcohol, an employee's prior record regarding alcohol testing and related disciplinary action will be cleared.

The employee who is required to enroll in a behavioral health program will be eligible to return to work when an appropriate release from the behavioral health service provider indicates the employee is participating in a program or has completed the program, and the retest for the condition is negative. Failure to comply with required testing could result in termination of employment.

If this policy does not meet its intent, the Union and the Company agree that it will be re-examined for potential revision regardless of the time remaining on the Agreement.

# Oakwood Custom Coating and UAW, NW Local 163

## Labor Agreement

From Dec 1<sup>st</sup>, 2022 to Nov 30<sup>th</sup>, 2026

### HARASSMENT

The Oakwood Group has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, height, weight, familial status, marital status, race, color, national origin, ancestry, religion, sex (including transgender and transitioning status), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of or by team members, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

## **Sexual Harassment**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Again, while it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

## **Reporting Discrimination and Harassment**

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Human Resources or any member of management.

The Company prohibits retaliation against team members who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

# Oakwood Custom Coating and UAW, NW Local 163 Labor Agreement From Dec 1<sup>st</sup>, 2022 to Nov 30<sup>th</sup>, 2026

## WORKPLACE VIOLENCE POLICY

The Oakwood Group provides a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy.

### Definitions of Workplace Violence

- Intimidation: A physical or verbal act toward another person, the result of which causes that person to reasonably fear for their safety or the safety of others.
- Threat of violence: A physical or verbal act which threatens bodily harm to another person or damage to the property of another.
- Act of violence: A physical act, whether or not it causes actual bodily harm to another person or damage to the property of another.
- No person shall possess or have control of any firearm, deadly weapon, or prohibited knife, as legally defined, except as required in the lawful course of business or as authorized by state law.

### Prohibited Conduct

The safety and security of our employees, vendors, contractors, and the general public is of essential importance. Threats or acts of violence made by any employee against another person's life, family, or property will not be tolerated. Any act of intimidation, threat

of violence, or act of violence committed against any person on Company property is prohibited.

The following are examples of prohibited behavior or acts:

- Any act or threat of violence made by an employee against another person's life, health, well-being, family, or property.
- Any act or threat of violence, which endangers the safety of employees or anyone in the building
- Any act or threat of violence made directly or indirectly by words, gestures, symbols, or email.
- Use of a weapon on the Company's premises or possession of a weapon in the course of employment, except as permitted by state law.

### **Reporting Procedures**

It is a requirement that employees report to their supervisor or HR rep, in accordance with this policy, any behavior that compromises the Company's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know.

### **Enforcement**

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts (after the conclusion of a thorough investigation) will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the employer's premises will be reported to the proper authorities and fully prosecuted.



# Oakwood Custom Coating and UAW, NW Local 163

## Labor Agreement

From Dec 1<sup>st</sup>, 2022 to Nov 30<sup>th</sup>, 2026

### ARTICLE 16 ENTIRE AGREEMENT

This Agreement whether verbal or written, or based on any alleged plant practices, between the Company and the Union, constitutes the entire Agreement between the parties. Any amendments or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

### ARTICLE 17 TERM AND DURATION

This Agreement shall become effective December 1<sup>st</sup>, 2022 and shall remain in effect until midnight, November 30, 2026 and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, modify, or make changes in said Agreement is served by either party upon the other at least sixty (60) days prior to the expiration.

Agreed to this 22<sup>nd</sup> Day of November, 2022

For The Company:

\_\_\_\_\_  
JB Audi  
Executive Vice President, The Oakwood Group

\_\_\_\_\_  
Erik Huntley  
Corporate HR Manager, The Oakwood Group

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Gerry Hool  
Plant Manager, The Oakwood Group

For The Union:

\_\_\_\_\_  
Laura Dickerson  
UAW, Region 1A Director

\_\_\_\_\_  
Sam Beydoun  
UAW, Int'l Representative Region, 1A

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Albert Byrd  
UAW, NW Local 163 President

\_\_\_\_\_  
Joseph Jones  
UAW Local 163 OCC Plant Chairperson