

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DAKKOTA Integrated Systems, L.L.C.

AND

**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA U.A.W. AND
LOCAL 724**

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JOINT MISSION STATEMENT

All of us, the company, Union and employees, share a common purpose to exceed our customers' expectations. Without customers, all of our efforts are of no value. Customer service and satisfaction must be our highest priority.

Dakkota Integrated Systems, LLC located in Holt and Lansing, Michigan must maintain its reputation of high-quality standards at a competitive price. These are keys to the continued growth of our company and important to all of us. Our future stability and security are directly tied to the efforts of all of our employees to work efficiently, to treat each other fairly and equitably; and provide a profitable return to our investors and stakeholders commensurate with industry standards.

Our commitment to excellence requires the active involvement of all our employees driving continual improvement in an atmosphere which emphasizes safety, respect for the environment, employee and organizational growth and development, sensitivity to individual needs and values and our responsibility as a member of the Holt and Lansing community by being a leader in diversity employment and training. It is the responsibility of all employees to understand and actively participate with the Dakkota Integrated Systems Vision/Culture.

PURPOSE

The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Company's business; and to promote a participative environment that supports teamwork, flexibility, customer satisfaction and continuous improvement.

AGREEMENT

This Agreement is entered into as of this 1st day of May 2021, by and between Dakkota Integrated Systems, L.L.C., Dakkota - Holt, 4147 Keller Rd. Holt, MI / 16150 Grove Rd. Lansing, MI / 16130 Grove Rd, Lansing MI (Company) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local 724 (Union).

ARTICLE 1
RECOGNITION

The Company recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW") and its Local Union No. 724 as exclusive bargaining representative of all full-time and regular part-time hourly production, hourly production support and maintenance employees employed by Dakkota, at its facilities located at Dakkota - Holt, 4147 Keller Rd. Holt, MI / 16150 Grove Rd. Lansing, MI / 16130 Grove Rd, Lansing, MI; but excluding office clerical employees, quality control coordinators, material coordinators, shipping/receiving coordinators, confidential employees, managerial employees, professional employees, temporary employees, contract employees, guards and supervisors as defined in the Act and as set forth by the National Labor Relations Board.

If Dakkota establishes or maintains a warehouse within the vicinity of its Holt and Lansing facilities which is integrated with the production or activities performed by the bargaining unit employees at Holt and Lansing facilities, the hourly production employees as defined in this Recognition Clause at such facilities shall be covered by this Agreement.

ARTICLE 2
SCOPE OF THE AGREEMENT

This Agreement is intended to cover all matters including without limitation, wages, hours and all other economic matters and other conditions of employment which were raised or could have been raised by the company or the Union at the time of negotiations, and neither the Company nor the Union shall be required to negotiate further during the life of this Agreement.

ARTICLE 3
COMPLETE AGREEMENT

This written agreement embodies all agreements between the Company and the Union. No prior agreements, understandings, or past practices are included in this Agreement. No amendments to this Agreement shall be effective for any purpose whatsoever unless reduced to writing and signed by the Company and the Union.

ARTICLE 4
MANAGEMENT RIGHTS

The Company and the Union agree that it is the right and responsibility of the Company to manage the facility and its work force and that the only restrictions on that right and responsibility are the specific provisions of this Agreement.

The Company retains the exclusive right to manage any and all matters concerning the operations and administration of its business; including without limitation the right to: determine the location, relocations, or termination of operations or facilities; consolidate or merge with any other firm or entity; determine the products to be manufactured or the services to be rendered; and determine the methods, processes, means and materials to be used.

The Company retains the exclusive right to direct, instruct, and manage its employees; determine the number of and qualifications of employees; determine the quality and quantity standards and the required performance in all job classifications; select, hire, layoff, reclassify, upgrade, downgrade, promote or transfer employees; discipline, suspend, or discharge (with just cause for seniority employees); determine the job content and create new job classifications; determine the hours of work, the starting and quitting times, including schedules of production; assign work or overtime; make and enforce reasonable plant rules including rules covering safety matters.

The enumeration of the above management rights is not an exclusive list and the Company therefore retains all rights not otherwise specifically covered by this Agreement.

ARTICLE 5
NON-UNIT WORKERS

It is the express understanding that the Company's Leadership Team, Supervisors, Engineers and other non-unit employees shall not perform work normally performed by unit employees, except under the following circumstances (the Company will make every effort to notify the Union in a timely manner):

- a. Experimental, testing, or trial work on new or modified equipment or new or modified manufacturing processes.
- b. Work performed for the purpose of training or instructing employees.
- c. Emergency situations.

- d. Salary team intermittent work to fill in for the unit employees who are absent from their workstation or to meet a specific customer requirement.
- e. When it is necessary for a non-unit employee to familiarize himself/herself with new operations, materials, or tools.

ARTICLE 6 **UNION SECURITY**

Section 1: Union Shop

The Union security (but not dues check-off authorization) provisions of this Agreement shall be of no force and effect in any state to the extent that the making or enforcement of such provisions is contrary to such state's law; provided, however, that wherever any such state law is either declared invalid or is repealed or modified to make Union security (including any form thereof) lawful, the Union security provisions of this agreement will again be in force and effect to the fullest extent permitted by law, including such lesser forms of Union security such as "fair share" or "agency fee" if those lesser forms of Union security are all that is permitted by state law. [As of the effective date of this Agreement, Michigan law prohibits requiring Union membership or financial support of a Union, MCL 423.17. Therefore, the paragraph below is not in effect unless or until the law is changed.]

The company agrees that employees covered by this Agreement at the time it becomes effective shall be required to become members of the Union not later than the thirty-first day following the effective date. Employees hired after the effective date and who are covered by this Agreement shall be required as a condition of employment to become members of the Union within the thirtieth day following the beginning of their employment. This language shall not be interpreted to cause a violation of the Labor-Management Relations Act of 1947, or any other applicable law. If an employee fails to pay the required dues or assessments as legally required by the Union the Union shall notify the employer and the employer shall discharge the employee if the dues are not brought up to date.

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

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

An employee who is not a member of the UAW at the time this Agreement becomes effective may become a member of the UAW at any time after employment and

remain a member of the UAW for the duration of this Agreement, subject to such terms as may be enforced by UAW acquisitions and retention of membership.

Section 2: Check-off of Union Membership Dues

The company agrees to deduct Union membership dues levied at the International Union or Local Union in accordance with the Constitution and Bylaws of the Union from the pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit as covered by this Agreement and who in writing, in accordance with the "Authorization for Checkoff of Dues" form has voluntarily authorized the Company to do so on a form supplied by the Union.

Deductions shall be made in conformity with the International Union Constitution and By-laws, applicable state or federal laws article, and the provisions of this article.

A properly executed Authorization for Check-off of Dues form for each employee, for whom membership dues are to be deducted hereunder, shall be delivered to the Company before any payroll deductions are made. Deductions shall be made thereafter, only under authorization for check-off of dues form, which have been properly executed and are in effect. The Company will return any authorization for check-off of dues, which is incomplete or in error, to the Union.

Thereafter, on or before the 15th of each succeeding month, the Union shall furnish the Company with any additional executed authorization for check-off of dues forms under which Union membership dues are to be deducted.

After receipt of the Authorization for Check-off of Dues form, the Union membership dues for any calendar month shall be deducted at the rate of two and one half (2.5) regular hour's pay, the third pay week of the month.

In cases where a deduction is made which duplicates a payment already made to the Union by an employee or where a deduction is not in conformity with the provisions of the International Union Constitution and By-laws, refunds to the employee will be made by the Union.

Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as possible but not later than the 10th day of the following month. The Company will furnish the designated financial officer of the Union, monthly, with a list of those for whom deductions have been made and the amounts of such deductions.

Any employee whose seniority is broken by discharge, quit, or layoff, or who is transferred to a classification not in the bargaining unit, shall cease to be subject

to check-off deductions beginning with the month immediately following such an event. The Union will be notified, by the Company, of the names of such employees following the end of the month.

The Union shall notify the Company in writing, on the 10th day of each month, of each employee who is in arrears of his/her dues by as much as 30 days. Such notice shall be signed by the financial officer of the Union and certify that it contains the employees who are in arrears as much as 30 days. Each employee on the list shall have a 30-day period, beginning with the date such list is furnished to the Company, to remove his/her arrearage. No employee will be discharged for failure to maintain his/her membership unless the Union has given the notice required by this Section and the employee has failed to remove his/her arrearage within the specified time limit.

The Company shall not be liable to the International Union or its Local 724 by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned. If the Company is negligent in processing dues within the above notification from the Union, the Company will be financially responsible for reparations.

In the event an employee is on vacation the week dues are deducted, the Company will deduct dues from the vacation check covering that period.

In the event an employee is off work due to medical leave, workers compensation leave, or military leave and does not exceed 40 worked hours in the month, they will not be required to pay dues. Dues will resume when the employee returns to work.

Section 3: UAW V-Cap Check-off Authorization

During the life of this Agreement, the Company agrees to deduct from the pay of any employees covered by this Agreement provided that such employee executes the "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 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, together with the provisions of this section of the Agreement.

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

The Company will remit said deductions to UAW V-Cap, c/o Bank One Dept. #78232, Article 23 Voluntary Exchange, P.O. Box 78000, Detroit, MI 48278-0232, each month. The company further agrees to furnish UAW V-Cap with the names of those employees from whom deductions have been made, and the amounts deducted for each employee. This information shall be furnished along with each remittance.

Section 4: Indemnification

The Union shall indemnify, hold harmless and defend the Company against any and all liability, suits, claims and expenses including attorney fees which may arise by reason of the check off provisions, loss of employment arising from failure to pay required dues or any other claims under this Article.

ARTICLE 7 **CONTINUITY OF OPERATION**

Section 1: No Strikes or Stoppage

During the term of this agreement the Union shall not, nor shall any bargaining unit employee, member of the Union, agent or officer of the Union, directly or indirectly cause, promote, support or engage in (whether by action or inaction) any strike, sit-down, slowdown, cessation of work, refusal to perform work, sympathy strike, picket the premises, sick-out or engage in any type of interference with the Company's business or operations. Furthermore, neither the Union nor the bargaining unit employees shall resort to any other means or methods to remain away from duty, make themselves unavailable for work for any reason or impede production to evade their obligations under this Agreement. In the event an employee or group of employees covered by this Agreement participates in any such unauthorized activity, the Union agrees that it will not condone such actions and upon notification from the Company of such occurrence it will immediately direct such employee or group of employees to resume normal work activity and will take effective means to terminate the unauthorized conduct.

Section 2: Unauthorized Stoppages

Any employee who violates the terms of this Article shall be subject to disciplinary action up to and including discharge, as the Company, in its sole discretion, determines appropriate.

Section 3: Lockout

The Company agrees that there will not be a lockout during the life of the agreement.

ARTICLE 8 **REPRESENTATION**

Employees of the Company for which the Union is the exclusive bargaining representative shall be represented by a full-time Union Chairperson and a Shop Committee, all who shall be seniority employees of the Company.

The full-time Union Chairperson will maintain his/her pay rate/classification attained at time elected to position. He/she will have return rights to shift and position vacated when no longer in Union Chairperson capacity. The Union Chairperson will be eligible for mileage expense for Union business conducted between the Lansing and Holt facilities. Prior approval is required from the Plant Manager. The requirement for a fulltime Union Chairperson will be reviewed as business necessitates.

The names of the Union Chairperson, Shop Committee and Alternates will be supplied by the Union to the Company one week in advance of the date the employee will assume their designated responsibilities. In the absence of the Union Chairperson, he/she may designate a committee person to act as Chairperson. The Union Chairperson shall notify HR in writing of any such designation.

The duties of the Union Chairperson and Shop Committee shall be the investigation and handling of grievances and other duties outlined in this Agreement. The Union Chairperson, shop committee and alternate(s) shall be elected in a manner determined by the Union which does not interfere with the operations of the plant. Each shop committeeperson will be assigned an area of the plant to be determined by the Union. The Union Chairperson's area will be all Plants.

The number of plant shop representatives will be 11; 1 Chair; 5 bargaining committee members; 5 stewards. There will be 10 alternate stewards. Each location will have a maximum of 1 committee member/steward and 1 alternate steward per shift. Adjustments for increases / decreases will be made based upon the number of shifts.

A designated alternate representative shall be entitled to serve in the absence of the regular committeeperson for the designated zone and shall have full right and authority to act.

The Union Chairperson and Shop Committeeperson will be paid for lost work time for time spent presenting the grievance and/or released time authorized by management.

The Union Chairperson and Shop Committeeperson may make a request to their supervisor to leave their assigned job when necessary to deal with contract administration related matters. The Supervisor shall allow the individual to leave as soon as reasonably possible, but it shall not interfere with production unless the issue involves safety, or the immediate removal of an employee from the premises.

The Bargaining/Negotiating Committee shall consist of the Union Chairperson, 5 Shop Committeepersons and the Union Regional Director or his/her designated representative. The Company will excuse the bargaining committee for the workday and provide a normal shift pay for the sole purpose of negotiating the collective bargaining agreement on the scheduled negotiation days. The Company may provide upon Union request additional paid time if there is a specific need for the bargaining team to meet to review or prepare bargaining proposals.

The Union Chairperson can remain on or enter a shift other than the one to which he/she is assigned to conduct legitimate Union business with notification to the Management person in charge of the shift. Such access shall not interfere with the business activities of the facility. He/She will not be denied a reasonable request to investigate grievances. If a shop committeeperson goes into a department to investigate grievances, he/she will advise the Supervisor in that department of his/her presence and the number and nature of grievances he/she wishes to investigate.

The International Representative assigned to the Lansing/Holt facilities will be allowed in the plant with the prior approval of the Human Resources Manager or designate to investigate employee complaints that are at this stage of the grievance procedure. In such instances, the Human Resources Manager or designate will make himself/herself available as soon as time permits to escort him/her through the plant, to and from his/her destination.

During periods of any layoffs as outlined in the Agreement, the Union Chairperson and Shop Committee shall continue at work provided any of his/her constituents within their assigned representational areas are working and there is work he/she can do.

During normal hours, overtime periods or weekend work when manpower requirements are reduced, at least 1 Shop Committeeperson or Union Chairperson shall be scheduled to work as long as there is work scheduled on his/her shift that he/she is qualified to do and at least 15 bargaining unit members are working. If all plant Shop Committeeperson positions are filled, by plant, Union representation will be scheduled to work as long as there is work scheduled on his/her shift that he/she is qualified to do when at least 10 bargaining unit members are working. The Union will have 60 days to fill open Shop Committeeperson positions. If unable to fill the positions within 60 days, the Union Chairperson will submit written request for an additional 30-day extension to the Plant Manager. If the positions remain unfilled after the allotted time, representation will be based on 15-unit members working.

The Company will provide a lockable file cabinet at facilities, which the Union will provide its own locking mechanism, and access to a computer and smart phone for Union business only. The Union and Company will mutually agree on a location for the filing cabinet. The Union may use the plant conference rooms as appropriate when reserved through the established scheduling process, or as needed if not otherwise scheduled. The Company agrees to provide and maintain current Union secured office space at the Lansing campus.

The Union will be allowed to fly a UAW flag on an existing Company flagpole below the State flag. In the absence of a flagpole, the Union may display a flag inside the building. Union shall be responsible for maintaining the flag in good repair and replacing the flag when necessary.

The Company and the Union Chair shall meet at least once per month to address business and plant issues of mutual concern. Either party may submit agenda items for discussion by putting them in writing and providing them to the other party at least seven days in advance. Additional participants may attend with the consent of both parties.

Based on business necessities, if the full time Union Chairperson position is eliminated, the Company shall provide the Union Chair 4 hours per week of release time with pay to attend to Union business at the plant. The Union Chairperson, the Supervisor or HR Manager shall mutually schedule the release time.

ARTICLE 9 **SENIORITY**

Section 1: Definition

Seniority is defined as the total length of service accumulated as an employee of the Company based on the employee's most recent hire date as a full-time employee. Classification seniority is defined as the date an employee entered into

the classification and only utilized during permanent layoff. Does not apply to any recall provision.

Section 2: Probationary Period – Direct Hire

All newly hired employees shall be regarded as probationary employees until they have worked for a period of 60 calendar days. Any period of lost time of approved leave greater than one week, shall extend the probationary period equal to the period of missed time. The Company will conduct periodic reviews during this time to ensure the employees are meeting the objectives for new employees. Employees who are in their probationary period may be terminated at any time for any reason without recourse including through the grievance and arbitration procedures contained in this Agreement.

Following successful completion of the probationary period, the names of employees shall be placed on the seniority list. Social Security number will be the determining factor if more than one employee is to be placed on the seniority list for the same hire date. The last digit of the social security number with zero being lowest will be used progressing back through the sequence of digits until the tie is broken.

Section 3: Shop/Bargaining Committee Seniority

The members of the Shop/Bargaining Committee, excluding their alternates, (except when alternates are replacing a Committee Person that is on an approved leave) who have been designated by the membership to represent the employees shall head the seniority list on their shift during their terms of office for layoff and recall purposes only. The Union Chairperson of the Bargaining Committee shall head the seniority list.

Section 4: Layoff Procedure

Temporary layoff is defined as any temporary work curtailment of 4 consecutive scheduled workweeks or less in a program/work center and/or classification. Such reasons might include parts shortages, plant changeovers, inventory adjustments, and shutdowns, reasons where our customer determines our delivery and production requirements or other business needs.

In the case of a temporary layoff, the Company will lay off employees by shift within the work center and/or classification in the following order:

1. Volunteers, in order of highest seniority, from the program/work center and/or classification, provided the remaining employees have the skill and ability to perform the available work, then.
2. Probationary employees, then

3. By inverse order of seniority, provided the remaining employees have the skill and ability, in accordance with the current job description and listed mandatory qualifications to perform the available work.

The Company will supply the Union Chairperson with a list of all employees to be laid off at least 24 hours in advance for temporary layoff, except where there are circumstances beyond the Company's control, such as unplanned customer shutdowns, employees returning from leave of absence, fire, storm or other acts of God.

Permanent Lay-off is defined as any adjustment to the workforce that is anticipated to exceed 4 consecutive scheduled workweeks in duration.

In the case of a permanent lay-off, the Company will lay off employees in the following order:

1. Probationary employees, then
2. Employees by inverse order of classification seniority.
3. Employees displaced in 3 above, will be placed in any classification in any work center provided they have the skill and ability, in accordance with the current job description and listed mandatory qualifications, to perform the work and have more plant wide seniority than the least senior employee in the classification. For purposes of this provision, the maintenance tech, team lead classifications shall be closed to upward classification placement. To bump into any other available higher pay classification, the employee shall meet the minimum requirements for the position as stated in the job description and pass a proficiency test, which will be mutually established between the Company and the Union.

The Company will supply the Union Chairperson with a list of all employees to be laid off at least 72 hours in advance for permanent layoff, except where there are circumstances beyond the Company's control, such as unplanned customer shutdowns, employees returning from leave of absence, fire, storm or other acts of God.

Section 5: Recalls from Layoff

1. Temporary Recall

Employees on temporary layoff will be recalled (by direct contact or message left) back to work based on highest seniority to the classification from which they were laid off. However, employees who are on voluntary layoff shall designate at the time of layoff whether they wish to exercise their seniority right to first recall and will be placed on the recall list accordingly. Employees understand when placed on temporary layoff they may be recalled due to customer needs at any time during the temporary layoff period and must

immediately return to work, unless excused by the Company based on a satisfactory reason with proper documentation. Failure to return to work shall result in appropriate attendance time being charged.

2. Permanent Recall

Recalls from layoff will be made starting with the most senior employee on layoff that is capable of performing the available work in the same or lower classification they were laid off. This includes employees reduced from their classification but working in another classification. Such employees will be recalled to their classification prior to any job posting. An employee must return to work within 5 working days after initial notice to the employee by telephone (direct contact or message left), in person, or actual receipt or attempted delivery of a Certified Letter, unless excused by the Company based on a satisfactory reason for not returning on time. The Union Chairperson will be provided with a copy of all recall letters.

Note: Employees must maintain a current address and phone number in the payroll/HR system. Failure to maintain current information will result in no obligation on the part of the Company for any loss of wages to the employee.

The Company will call or mail such employee at the phone number or address on record and will not be responsible to contact any employee who fails to maintain current information in the payroll/HR system.

Section 6: Loss of Seniority

An employee shall lose all seniority rights if:

- (a) He/she quits or retires.
- (b) He/she is terminated for just cause.
- (c) He/she is absent for 3 consecutive workdays with no call/no show, unless excused by the Company based on a satisfactory reason.
- (d) He/she fails to return to work at the beginning of his/her respective shift on the first workday following the expiration of a leave of absence, unless excused by the Company based on a satisfactory reason for not returning on time.
- (e) He/she fails to report to work for recall in accordance with the provisions stated in Section 5, above.
- (f) He/she has been continuously laid off for a period of 24 months or for a period of time equal to the employee's accumulated seniority, whichever is less.
- (g) He/she has been on continuous medical leave of absence for 9 months or for a period of time equal to the employee's accumulated seniority, whichever is less. Employees who are unable to return to work upon exhaustion of the 9 months leave period, may, upon written request, be considered for a reasonable amount of additional

unpaid leave as an accommodation for a protected disability. Continued health insurance will not be provided during any additional period of leave, but may be available for continuation at the employees' expense pursuant to C.O.B.R.A."

(h) He/she accepts a salary position outside the Bargaining Unit and chooses not to return within 60 calendar days.

Section 7: Job Posting

When the company establishes a new position or the need to post an opening for positions within the unit, it will be posted on the H.R. bulletin board(s) for 4 consecutive working days, 2 days to be in a different workweek. Interested employees must apply for the job by submitting the Internal Posting Application Form and resume to H.R. within this time period.

Applications received after the posting period will be considered void. No job will be posted while there are employees on layoff from that classification.

Selection will be made based on the following:

- Demonstrated good work performance and skill and ability in their present job.
- Experience and/or skills necessary to do the new job.
- Able to perform the essential functions of the new job.
- Educational/technical requirements of the new job.
- Interview and score.

If the top candidates are equally qualified, seniority will be the deciding factor.

If no applicant meets the criteria, management will hire from outside of the Company.

When a selection has been made internally, the individual being selected will have a qualifying period up to 60 calendar days (excluding any continuous absence of 2 weeks or more) to determine if they are capable of performing the job (unless it is mutually agreed to extend this period). During this period, should the employee not meet the criteria or not satisfactorily perform the job or elect self-demotion, the employee will be returned to his/her former classification, provided there is such a position occupied by an employee with less seniority.

Employees are only eligible to apply for an open position 6 months from date of their last awarded position.

Employees in progressive discipline action (including for attendance) will be reviewed for eligibility.

Section 8: Transfer Requests

The Company accepts requests to change shifts, work centers within classifications and to move to lower classifications. All full-time hourly employees who have successfully completed probation may request a transfer by completing a Transfer Request Form and submitting it to the HR Manager or their designee. The Company agrees to hold quarterly transfer meetings. The Company will post for awareness purposes when these meetings are to be held. The Company may freeze transfers when mutually agreed upon with the Union based on business necessities.

All transfer requests will expire at the end of the calendar year.

It is the responsibility of the employee to complete a new request form in order to be eligible for transfer during the designated year.

An employee may make up to 2 transfers in a calendar year. The most senior employee qualified will be offered the requested transfer when there is an available opening.

It is the responsibility of the employee to contact HR to withdraw a transfer request at any time prior to an offer to transfer. Otherwise, the offer is valid, and the employee will be transferred. This transfer will count as a transfer for that calendar year.

Transfer requests will not be considered for employees on any type of leave of absence. Upon return from the leave of absence, the employee's transfer request will be considered active. If the request expires while on a leave of absence, it is the employee's responsibility to submit a new request upon their return.

Section 9: Temporary Transfers

The Company shall have the right to fill temporary vacancies with temporary transfers from one classification to another for a period of up to 30 calendar days and may be extended when business conditions necessitate. Such transfers will be mutually agreed upon between the Company and the Union, and will be based on an assessment of the needs of the company and the skills and abilities of available employees.

If an employee is temporarily required to fill a higher paid job, he/she will receive the higher rate of pay for all hours worked on that day, provided at least 2 hours are spent performing the job. Subsequent days on a continuing assignment shall continue at the higher rate, if the 2 hours requirement was met. If an employee is temporarily required to fill a lower paid job, his/her rate of pay shall not be reduced.

Section 10: Transfers Into/Out of the Bargaining Unit

Any employee who transfers to a position outside the bargaining unit shall continue his/her bargaining unit seniority for a period of up to 60 calendar days.

When, in less than 60 calendar days, an employee is transferred or elects to transfer back to the Bargaining Unit pursuant to the above paragraph, he/she will be placed in the classification to which was held at the time of leaving the bargaining unit, provided he/she has the seniority to hold the classification. The employee will first be placed on an open job in the classification, and if there is not an open job, displace the least senior employee in the classification.

If the employee returns to the bargaining unit for any reason, he/she will lose (60) sixty days seniority and will be placed where their seniority will hold them based on existing open positions as well as being required to pay the dues missed during the same timeframe. After 60 calendar days, all Bargaining Unit seniority is lost.

Section 11: Temporary Employees

The Company may utilize temporary employees as business necessitates to meet production needs. Anytime temporary employees are necessary it will be mutually agreed upon between the Company and the Union Chair. It is the intent of the parties that such hires shall be used for specific temporary needs for leaves, absenteeism, product launch and/or product/line phase-out. It is not the intent to create a permanent pool of temporary employees.

Section 12: Seniority List

The Company will provide the Union Chair with a seniority list upon reasonable request.

Section 13: Inventory, Sorts and Rework

The Company retains the right to use outside services to perform formal tag inventories, temporary (not to exceed 90 days) sorts and reworks, as necessary. To the extent that internal employees are required, the opportunities will be offered on a seniority basis first. If there are insufficient volunteers, the tasks will be assigned in reverse seniority order.

Section 14: Product Launch / Model Year Changeover

A Product Launch / Model Year Changeover is normally defined as a period up to 3 months. This may change based on customer feedback or internal quality issues. An extension past 3 months would be mutually agreed upon by the company and the Union.

ARTICLE 10

NEW JOBS

When new jobs are placed in the plant which cannot be properly placed in existing classifications, the Company will establish a new classification and rate of pay covering the job in question and will designate it as temporary. A copy of the temporary rate and classification name will be furnished to the Union Chairperson.

As soon as possible after an employee has been placed on the job, the bargaining committee and the Company shall negotiate the rate and classification. If the negotiated rate is higher than the temporary rate that was established, the employee performing the job will be paid the difference retroactive to the date the employee started the job.

All new jobs will be posted and filled using the job posting procedure.

ARTICLE 11 **PRODUCTION STANDARDS**

When the Company establishes production standards, by whatever industrially accepted method it may select, it shall be based on the reasonable capacities of normal experienced seniority employees working at a normal pace to produce quality work with due consideration to personal fatigue and delay.

The Company will make available to the Union, upon request, the work-study and supporting data of any operation in question. This information will be provided within 2 weeks from the request and will be treated as confidential and will not be disclosed to any other party.

If there is a dispute regarding a newly established production standard the Union may raise the issue within 30 days of the Company establishing the rate. The Company and the Shop Committee shall meet to discuss and attempt to resolve the matter. Any rate change that takes place after the agreed upon established rate is posted will be reviewed and discussed with Union Chair prior to posting.

In the event any employee is disciplined for failing to meet the new production standard they may grieve the discipline based on the reasonableness of the production standard.

ARTICLE 12 **GRIEVANCE AND ARBITRATION PROCEDURES**

Section 1: Definition

A Grievance shall be defined as a dispute concerning an alleged violation of this collective agreement.

If a grievance should arise, it shall be processed as outlined below. When grievance is issued initially, union will send electronic copy of grievance by email to the HR Manager. After the completion of each grievance step the manager or designee will send electronic confirmation to union chair. Any termination grievance shall start at Step 3.

Section 2: Grievance Procedure

Step 1 – Verbal with Supervisor

Any employee(s) having a grievance shall notify his/her supervisor of intent to initiate a grievance. The employee must make this notification within 3 weekdays of the date of the corrective action or the date the employee reasonably should have known of the corrective action.

Supervisor shall immediately acknowledge the grievant and promptly schedule a discussion with the grievant and a Committee person. In most cases the discussion will not interfere with production except where the issue involves safety, suspension or discharge.

The Supervisor shall promptly provide a written response but in no case more than 3 weekdays after the initiation of the grievance. Ideally the grievance will be settled at this step.

Step 2 – Written to Head of Department

If not resolved at Step 1, the employee may request that his/her Committee person complete the proper grievance form and submit it to the Head of Department within 3 weekdays from the Supervisors response in Step 1. The Head of Department shall provide an answer on the form within 3 weekdays after receipt.

Step 3 - Written to Human Resources

If not resolved at Step 2, the committee person may appeal to Human Resources by submitting the grievance form within 5 weekdays of the Head of Department Step 2 response. Human Resources will schedule a meeting within 5 weekdays with the Human Resource designee, the Supervisor, the grievant and the Committee Person. Human Resources will submit an answer on the grievance form within 5 weekdays of the meeting.

Step 4 – Written to the Plant Manager

If not resolved at Step 3, the committee may file an appeal to the Plant Manager by submitting the grievance form within 5 weekdays of the Human Resources response. The Plant Manager or his/her designee will schedule a meeting within

5 weekdays with the Plant Manager/designee, Human Resources designee, the Committee Chair, Committee person involved and the International Representative may also attend.

Plant Manager/designee will provide a response on the grievance form within 5 weekdays after the meeting.

The parties may upon mutual agreement seek mediation of the grievance.

Step 5 - Arbitration

If not resolved at Step 4, the committee may file for arbitration within 30 calendar days of the Step 4 response by filing for arbitration with FMCS or AAA. The proceedings will be governed by the applicable agency.

The arbitrator will have no power to add to, subtract from, or modify any of the terms of the Agreement. Further the arbitrator will have no power to establish wage rates or schedules unless expressly provided for in this agreement.

The arbitrator's decision will be binding on all parties.

Each party shall bear its own costs or expenses in litigating any arbitration case. The arbitrator's bill shall be paid 50% by each party.

Section 3: Grievance Processing

Weekdays as used in this article means Monday-Friday excluding contractually recognized holidays.

Any timelines stated above can be extended by mutual written agreement of the parties.

Grievances not processed by the Union to the next step or responded to by the Company within the specified time limits will be considered settled upon the last response. However, the Union may withdraw the grievance, without prejudice, at any step by writing WWOP on the grievance form, signing, dating and submitting it to HR within the specified time limits.

If a grievance is withdrawn or settled without prejudice (WWOP) it will not serve as precedence in another case by either party.

The Union may file a policy grievance on behalf of all employees beginning at Step 3. A policy grievance is one which alleges that a practice or policy implemented by management violates the bargaining agreement and affects multiple bargaining unit members.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

There shall be no discrimination by the Company, the Union or any employees covered by this Agreement against any employee or applicant on account of race, sex, religion, color, creed, national origin, age or disability as required by appropriate state and federal law.

The company and the Union are sincerely dedicated to ensuring equal opportunity to all employees based on an individual's qualifications and performance by providing an environment free of discrimination and harassment including sexual harassment. This includes a commitment to prevent intimidation, coercion, or discrimination against any employee in respect to their right to work in an environment free of harassment.

The Company will not interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it be discriminative in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union.

Discrimination undermines fundamental human values, inhibits performance and deprives us of our full potential. It will not be tolerated. The Company is dedicated to excellence in our work. We will apply this same commitment of excellence to the fair treatment of all employees.

ARTICLE 14

SAFETY

The Company is committed to the safety and well-being of all its employees and, to that end, intends to implement a program to lessen the risk of repetitive motion injury and enhance employee alertness through the rotation of various job assignments.

It is management's responsibility to provide each employee with a safe and injury-free work environment. Management will provide all employees with necessary OSHA required Personal Protective Equipment, as well as gloves and any other

protective equipment or clothing that the Company determines necessary for the task or job being performed. Such equipment shall be provided in appropriate sizes and at no cost to the employee.

Eye protection is required on the plant floor. The Company will issue ANSI approved safety glasses to each employee, which must be worn while on the plant floor.

The Company will provide ANSI approved prescription safety glasses with permanently affixed side shields for those employees who need them, upon completion of the probationary period. This will be without cost to the employee for single strength lenses and approved frames from the Company designated provider. Additional costs for upgrades will be at the employee's expense. The Company will pay for new prescription lenses every 12 months and new frames every 24 months as needed.

The Company will replace safety glasses (including prescription safety glasses), which are accidentally damaged as a result of an on-the-job incident. To receive a new pair of safety glasses, the employee must turn in the old pair. Lost or unintentionally damaged safety glasses will be replaced, any abuse by this policy will be reviewed with the Union Chair and could result in the employee's expense.

If the new employee is placed in an area designated for safety shoes use daily, they will be issued a temporary toe cover for their shoes until they successfully complete their probation period. Once the probationary period has ended the employee will be given vouchers for safety shoes.

The Joint Health and Safety Committee, consisting of no more than 5 bargaining unit members, plus the Union Chairperson and 5 Company representatives, plus the Plant Manager will conduct periodic meetings and plant inspections to make recommendations to the Plant Manager and the Union Chairperson (or their representatives) on areas of concern and possible corrective actions to be taken as appropriate. The Company and the Union will each appoint a Co-Chair for the Committee. The Co-Chairs will be responsible for convening the Committee and overseeing its operations. Time spent on Committee activities will be paid time.

The Joint Health and Safety Committee may seek the advice of outside health and safety experts, including from the International Union, UAW, to consult on matters related to the Committee's purpose. Any expenses related to use of such experts must be approved, in advance, by the Company. Access to the plant for inspection must be pre-arranged with management. The Co-Chairs (or their representatives) may accompany the expert(s) during any plant tour or inspection. A committee person on the same shift that the tour is conducted may also participate.

Every employee has a responsibility to 1) work safely, 2) follow the established safety rules and policies and 3) to maintain a clean, organized and safe work environment. Employees must promptly report any safety issues and any work-related injuries, accidents or incidents to the shift Supervisor. When an employee reports a condition that presents a danger to the employee's health or safety to his/her supervisor, the supervisor will promptly investigate and take action as necessary to correct any unsafe condition.

ARTICLE 15 DRUG AND ALCOHOL POLICY

To protect all employees' health and safety while at work, the Company and the UAW have committed to a zero-tolerance philosophy regarding any employee that tests positive for any intoxicating drug, mind-altering drug, alcohol, unlawful drug or narcotic. The Company may test employees under the following circumstances:

1. Pre-employment.
2. After a work-related injury (which results in outside medical treatment)
3. After an on the job accident resulting in injury to another person; or more than minor damage to the facility, product, or equipment.
4. Return to work from any absence of 30 days or more.
5. If there are reasonable suspicions that an employee is under the influence of alcohol or drugs.

In the event that an employee is to be tested for drugs or alcohol the Company will notify the Union Chair, in the absence of the Union Chair – the on shift Union representative will be notified of the pending test and will be allowed to be present based on the employees authorization.

Any employee that tests positive in accordance with DOT standards shall be subject to discharge. Upon mutual agreement, the Company and the Union may agree to terms for a Last Chance Agreement when there are compelling circumstances mitigating the positive test result.

Any employee in possession of or using alcohol or controlled substances, without a current prescription, while on company premises or while on duty, shall be subject to discharge.

Any employee that refuses or fails to comply with a request to submit to a drug or alcohol screen test shall be discharged.

Employees must inform the HR Department or their Supervisor of the consumption or use of non-prescribed (including over the counter) or prescribed drugs that may have an effect on the employee's ability to work safely.

An employee may voluntarily report their drug or alcohol dependence and shall be granted a leave of absence to attend and complete a certified drug and alcohol rehabilitation program. The employee may return to work during the rehabilitation program if released by the supervising licensed physician or psychologist. Coverage for costs of such program may be available through the company provided health insurance. Such an employee shall be subject to random drug or alcohol testing upon return to work for 12 months thereafter.

ARTICLE 16 **DISCIPLINE, SUSPENSION & DISCHARGE**

Section 1: Discipline

Seniority employees will only be disciplined, suspended and/or discharged for just cause.

Section 2: Representation

Employees will be entitled to Union representation during any investigatory interview related to possible discipline and will be allowed time for discussion prior to any discussion with a Company representative.

Section 3: Procedure

Seniority employees will have the right to challenge any discipline, suspension and/or discharge through the grievance/arbitration procedure.

Section 4: Notice

Ordinarily written notice of discipline will be provided to the employee in person. However, if such an employee is absent from the plant at the time discipline is to be issued and is not expected to return within 5 weekdays, the Company will send the notice to the employee's last known address by first class mail.

The company will promptly provide the Union with written notice of any discipline issued to a unit employee. Discipline will be issued as soon as reasonably possible usually within 5 working days of the Company becoming aware of the event which may lead to the discipline. Both parties recognize that there may be instances when it is necessary to extend this period due to the time required for

investigation of the situation or other extenuating circumstances. This will be done by mutual written consent.

Section 5: Progressive Discipline —Non-Attendance

At Dakkota Integrated Systems, L.L.C. we want all our employees to succeed in their jobs. Some problems or disagreements can be easily resolved by speaking with your Committeeperson, Supervisor, Human Resources, or Plant Manager.

Progressive discipline is designed in stages so you will have an opportunity to be made aware what improvements are required and have a fair chance to correct the problem. The employee shall have an interpreter and/or a Committee person with him/her at any of the disciplinary steps.

Note: The Company reserves the right to skip steps depending on the seriousness of the performance or conduct.

1. 1st Written Warning.

If a problem occurs, your Manager/Supervisor will discuss it with you. The consequences of further recurrence will be explained to you at this point. The Manager/Supervisor will complete an Employee Corrective Documentation Notice, signed by both you and your Manager/Supervisor, for your employee file about what was discussed in the 1st written warning.

2. 2nd Written Warning.

If a problem recurs, your Manager/Supervisor will discuss it with you again. The Manager/Supervisor will complete an Employee Corrective Documentation Notice, signed by both you and your Manager/Supervisor, recording what happened and how you should correct the problem and what the next disciplinary step will be if the problem is not corrected; and any comments you would like to include.

3. Final Written/Suspension

If your conduct or performance continues to be unacceptable, the Manager/Supervisor will complete an Employee Corrective Documentation Notice, signed by both you and your Manager/Supervisor, recording what happened and how you should correct the problem. You will be warned that if you do not correct the problem, you will be discharged.

Depending on the seriousness of the problem, instead of a final written(s) you may receive a suspension. The length of the suspension will depend on the seriousness of the problem(s). You will be warned that if you do not correct the problem, you will be discharged.

4. Choosing to leave the Company/Discharge.

You will be discharged if unacceptable performance or conduct continues after your final written/suspension.

Section 6: Conditional Reinstatement Agreement (Last Chance Agreement)

An employee with 9 months or more seniority who is dismissed will have the opportunity to request a meeting with the Plant Manager provided he/she did not receive a Step 2 or higher discipline during the previous calendar year. The Plant Manager will review the employee's record and performance appraisals, as well as the circumstances under which the discipline was accumulated.

The Plant Manager may uphold the dismissal or place the employee on probation for a period not to exceed 1 year from date of reinstatement. If the employee earns any discipline during the probationary period, he/she will be dismissed.

Employees on a Conditional Reinstatement Agreement will be allowed to use their available PTO/PTOM time during the reinstatement period.

Section 7: Removal of Discipline

Corrective actions (disciplinary actions) for non-attendance issues will be removed from the employees file provided there are no further disciplinary events in the 6 month or 9 month period as shown below.

Example:

Written #1 – 6 months after the date of occurrence.

Written #2 – 9 months after date of occurrence.

Final Written Warning – 9 months after date of occurrence.

Any absence of 1 month or more will extend the time period commensurately.

Any discipline for harassment, dishonesty, theft, drugs or violence shall remain in the employees file indefinitely and may be used, as appropriate, for progressive discipline in the future for similar conduct. Progressive discipline may affect your opportunity for advancement.

ARTICLE 17
WORKING HOURS, SHIFT HOURS, OVERTIME, BREAKS & LUNCH PERIODS

Section 1: Normal Work Week

The normal work week is determined by our customer operating schedule and production shifts: example Monday through Friday, 8 hours per day or Monday through Thursday, 10 hours per day. The Company reserves the right to set the work schedules. The Company will consult with the Union prior to implementation of any such schedule changes.

The number of hours worked by an employee will not exceed 12 hours in a day unless unforeseen circumstances arise. Employees should have a minimum of 8 hours between his/her designated shifts worked unless unforeseen circumstances arise.

Section 2: Breaks and Lunch

Employees on the 8 hours per day schedule will receive 2 - 10-minute paid breaks during each shift and a 30-minute unpaid lunch. Employees scheduled to work 2 hours beyond their regular shift will receive an additional 10-minute break, and 10 minutes during each additional 2 hours of overtime during a shift. The additional break shall be scheduled during the first hour of each two-hour overtime segment.

For a three-shift operation the Company may elect to utilize the following schedule: 2 - 10 minute paid breaks during each shift and a 24 minute lunch (twelve minutes paid, twelve minutes unpaid).

Employees on the 10 hours per day schedule will receive 3 - 10-minute paid breaks during each shift and a 30-minute unpaid lunch. Employees scheduled to work 2 hours beyond their regular shift will receive an additional 10-minute break, and 10 minutes during each additional 2 hours of overtime during a shift. The additional break shall be scheduled during the first hour of each 2-hour overtime segment.

Section 3: Shift Premium

Employees assigned to either afternoon or midnight (2nd / 3rd) shift will be paid a \$.30 per hour premium.

Section 4: Overtime Pay

Employees will be paid for the first 40 hours of work in any workweek at the regular rate, plus any applicable shift premium. The workweek runs from Monday through Sunday. Employees who are scheduled or approved to work beyond 40 hours per week will receive one and one-half times on their regular pay and any applicable

shift premium for additional time worked. Double the regular rate of pay will be paid for all work performed on Sunday.

There shall be no duplication or pyramiding of overtime or premium pay.

For purposes of this provision, holiday, PTO/PTOM, bereavement, pre-approved union leave and customer shutdowns of at least 4 hours are considered time credited towards overtime.

Section 5: Scheduling Overtime

The Company has the right to schedule employees to work overtime.

Overtime necessary to meet customer requirements will be scheduled by work center or classification and shift. The Company will make every reasonable attempt to notify employees prior to the lunch break on the day prior to the last scheduled day of the work week if overtime will be required on their scheduled days off. Within these parameters, posting, with a copy to the Union, will constitute adequate notice.

When additional overtime is needed at the end of a shift, the Company will make every reasonable effort to notify the employees before their second break period however when unforeseen circumstance(s) arise requiring overtime, it is understood that notification prior to final break may be necessary.

A daily overtime equalization process will be utilized on a voluntary basis for scheduling overtime. This process will offer overtime by work center, shift and/or classification on a rolling seniority list. Initial overtime will be offered to top seniority down to achieve the number of employees needed. Acceptance or refusal of overtime will count as overtime worked for equalization purposes. The next period of overtime will start with the employee next on the seniority list and so forth. If there are not sufficient volunteers, overtime will be worked by the least senior employees in the work center who are qualified to do the work. Projects scheduled during a holiday/shutdown period may be available regardless of normal shift assignment.

Employees not reporting to the assigned overtime work or leaving before the overtime work is completed will be assessed the appropriate deduction against the attendance policy.

Section 6: Reporting Pay

Employees that report to work as scheduled, shall be provided a minimum of 4 hours of work at applicable rate or 4 hours pay at their straight time hourly rate of pay, or any combination to meet the 4-hour requirement. This provision shall not

apply in cases of power failure, fire, acts of God, storms, work stoppages, labor disputes, or any other condition that is beyond the control of the Company.

Section 7: Call-back Pay

An employee called back to work after completing assigned work for the day and leaving the Company premises, shall receive a minimum of 4 hours work or 4 hours pay or any combination to meet the 4 hour minimum. The 4 hours minimum and any additional time worked on the call back shall be paid a 1.5x the employee's regular rate.

Section 8: Call Assistance Pay

An employee called after scheduled shift hours for assistance with questions or support will receive 2-hours of pay.

Section 9: Mandatory Meetings

When the Company determines it is necessary to have employees report before their regular shift for training or other mandatory meetings, the Company shall provide at least 48 hours' notice, by posting, except when there are emergency circumstances which prevents such advance notice. In that event, the Company shall provide as much advanced notice as possible.

Section 10: Go Home Program

The Go Home Program will be utilized as business necessitates. The initial Go Home opportunity will be offered to top seniority down to achieve the number of employees needed. If there are not sufficient volunteers, the Go Home Program will be utilized starting with the least senior in the work center who is qualified to do the work. Employees required to use the Go Home Program shall be provided a minimum of 4 hours of work at applicable rate or 4 hours pay at their straight time hourly rate of pay (Saturday work would be paid at the overtime rate of pay if 40 hours worked was achieved), or any combination to meet the 4 hour requirement.

ARTICLE 18

PTO (Paid Time Off)/PTOM (Paid Time Off Medical)

Section 1: PTO Accrual/PTOM Accrual

PTOM is provided to all employees after their 60-day probationary period is completed. PTOM time is available for personal reasons. PTOM time must be used in 4-hour or 5-hour increments depending on shift schedule. PTOM is prorated for new employees in their first year by date of probationary period ends.

PTO time is earned from hours worked from January 1st through December 31st of each year. The PTO entitlement is calculated and credited as of January 1st of the following year per the following schedule.

PTO time allotment will be awarded at the beginning of the employee's anniversary year.

Years of Service	Available PTOM	Available PTO
Date of Hire to 12/31	40 hours (Prorated from date of completed probationary period)	No PTO Available
> 1 year to < 2 years	40 hours	No PTO Available
> 2 years to < 5 years	40 hours	40 hours if 1600+ in previous year*
> 5 years to < 10 years	40 hours	80 hours if 1600+ in previous year*
> 10 years to < 15 years	40 hours	115 hours if 1600+ in previous year*
15 + years	40 hours	135 hours if 1600+ in previous year*

PTOM Prorated Table

Month Probationary Period Ends	PTOM Time Available	Month Probationary Period Ends	PTOM Time Available
January	40 Hours	July	16 Hours
February	36 Hours	August	12 Hours
March	32 Hours	September	8 Hours
April	28 Hours	October	4 Hours
May	24 Hours	November	0 Hours
June	20 Hours	December	0 Hours

Employees may schedule any PTO days, with prior approval. PTO may also be taken in 2 hour, or half-day increments, however the scheduled lunch break will determine the half day. Employees taking a half day PTO will receive pay for the actual hours worked that day plus appropriate hours of PTO pay (4, or 5, hours as applicable) and a half day of PTO will be charged.

Any unused PTO days as of December 31, will be paid out by the end of the following January at the employee's rate in effect as of that December 31.

* Employees who work at least 1600 hours in the previous year will receive full credit. For purposes of this provision, approved Union leave, PTO, bereavement, jury duty and holidays shall count as hours worked. Employees who work at least 320 hours but less than 1600, including employees with less than 1-year service as of January 1, will have their PTO prorated based on the 1600 standard.

Example: Employee works 1200 hours in 2020. $1200 \text{ divided by } 1600 = 0.75$

10 days times 0.75 = 7.5 days available for 2021;

Employee may schedule 2.5 days with approval

Section 2: PTO Scheduling

Employees may submit requests for PTO for the following calendar year commencing November 1st on the form provided by the Company. Requests must be submitted by November 30, for the following calendar year. Employees may list up to three alternatives in priority order. PTO will be granted by seniority from these requests, depending on the staffing needs of the Company.

Employees who do not receive their requested PTO period(s) or do not schedule PTO initially, may submit written requests for PTO, which will be granted on a first come, first served basis, depending on the staffing needs of the Company. If more than 1 request is received on the same day, preference for scheduling shall be given based on seniority.

Section 3: PTO Overtime Work

Employees who have an approved, scheduled, half or full day of vacation ending on their last scheduled workday will be excused from Saturday and Sunday overtime occurring during that weekend, provided the PTO was approved prior to the scheduling of the weekend overtime. Employees who request PTO time after weekend overtime has been scheduled will have the opportunity to be excused from Saturday and Sunday overtime unless the allotment is full.

Note: On a 4 - 10-hour work week, Friday will also be excused.

ARTICLE 19
HOLIDAYS

Section 1: Holidays

The Company will observe the following as paid holidays:

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

4 Additional Day(s) dependent on customer requirements, typically scheduled during December shutdown.

1 floating holiday to be scheduled by the Company and Union to coincide with 1 of the customer shutdowns.

When 1 of the above listed holidays falls on a Saturday, it will be observed on the preceding Friday and if the holiday falls on a Sunday, it will be observed on the following Monday.

Section 2: Holiday Pay

Seniority employees will receive holiday pay at their regular hourly rate, to a maximum of 8 hours pay, providing they qualify for a paid holiday(s).

Section 3: Qualifying for a Paid Holiday

For employees to qualify for a paid holiday:

You must have satisfactorily completed the probationary period.

You must have worked the last regularly scheduled working day/shift before the holiday and the next regularly scheduled working day/shift after the holiday.

Should an employee be tardy the day before or the day after a holiday, the amount of time missed will be deducted from the holiday pay. (i.e., the day after the holiday the employee arrives to work 2 ½ hours late, there will be a 2 ½ hour deduction from the holiday pay).

If the employee leaves work during or before the end of the shift without Company approval, they will not be eligible for holiday pay.

In the event an otherwise eligible employee is absent either the last regularly scheduled workday before a 2-day holiday such as Thanksgiving, or the next regularly scheduled workday, such absence will disqualify 1 of the holidays. Should the employee be absent on both qualifying days, they will receive no holiday pay. In the event an otherwise eligible employee is absent the last regularly scheduled workday before the December shutdown or the next regularly scheduled workday after such holidays, such absence will disqualify the employee for 1/2 of the paid holidays occurring Dec. 25th through Jan. 1st. However, if the employee is absent from both the last regularly scheduled workday prior to and the next regularly scheduled workday after the December shutdown he/she shall be disqualified for all such holidays.

Exceptions not disqualifying an employee from holiday pay eligibility are PTO/PTOM, jury duty, paid or excused (pre-approved) bereavement, approved Union leave and valid prescheduled FMLA intermittent leave, and a documented emergency. Any circumstance deemed an emergency will require the employee to meet with the HR Manager/ designee to review all emergency documentation. All documentation must be provided upon return from said emergency. An employee will be eligible for holiday pay if they have been placed on lay-off within 7 calendar days prior the scheduled holiday.

Section 4: Working on a Holiday

The rate of pay for an employee who qualifies for and who works on a designated holiday, is 2 times the number of hours actual worked plus the pay for the holiday.

ARTICLE 20 **JURY DUTY / COURT DAYS**

Employees will be excused when called by the court to attend jury duty. The employee shall provide written notice from the court and request leave as soon as possible after receiving notice from the court.

Employees who are required to report for jury selection or jury duty during their regularly scheduled working hours will be reimbursed actual lost wages (excluding overtime).

Any seniority employee who is called to and reports for jury service will be granted a leave of absence for any days on which they are required to serve. If the employee called to serve on jury duty is an afternoon shift employee, the employee will take jury duty leave the shift immediately before or immediately after serving jury duty.

To qualify for any reimbursement, the employee must provide the Company with documentation showing the date the employee was required to report, the length of time the employee was in attendance. The employee will not be required to surrender any payment from the court received for jury duty and the payment amount will not be deducted from any time paid by the Company.

If an employee is excused from the court and can reasonably do so, he/she will be expected to return to work.

Section 1: COURT DAYS

- If an employee is required to attend court, by order of the court, for subpoenas, show cause hearings etc., they will be allowed up to a maximum of 2 such excused absences per calendar year. Employee must provide a minimum 1-week prior notice to Supervisor to be excused. This provision does not include court ordered community service, remedial classes or similar court ordered requirements.

ARTICLE 21 BEREAVEMENT LEAVE

When a death occurs in your immediate family, the Company will provide time off with pay for up to 3 consecutive working days. Time off can be taken between the date of the death or up to 2 weeks from day of death or a mutual time approved by management.

Immediate family is considered to be current spouse, father, mother, current stepparents, son, daughter, still born child, current mother-in-law or father-in-law, brother, sister, grandparents, grandchildren, stepchildren or person for whom the employee is the legal guardian.

Additional time off without pay shall fall under the jurisdiction of the Plant Manager. Any days granted would not be charged against the attendance policy. Special consideration may also be given for any unusual circumstances that are not covered by the above. Each case shall be handled on an individual basis. No pay

will be given if bereavement happens to fall during weekends, paid holidays, leave of absence or generally for any time during which an employee would not have otherwise worked. If bereavement time falls during a scheduled PTO bereavement days may be used for lost PTO days, and the PTO days shall be available to reschedule.

You are responsible to advise your Supervisor if you wish time off due to a death in your immediate family. Funeral card must be presented to your Manager/Supervisor upon your return to work within 24 hours.

ARTICLE 22 **OTHER LEAVES**

Section 1: Personal Leave

Seniority employees may apply for personal leave of absence by submitting their request on the Dakkota's Leave of Absence Request Form. Such leaves will be without pay.

Leaves should be requested at least 14 days in advance. Leaves must be at least 7 calendar days and no more than 30 calendar days.

Dakkota reserves the right to grant or decline personal leaves of absence. In considering such leave requests, plant operating requirements will be considered, among other factors.

Upon timely return from an approved leave, the employee will be returned to his/her previous shift and assignment. If his/her previous assignment has been eliminated while on approved leave, the employee will bump the least senior employee in the classification, provided he/she has sufficient seniority.

Section 2: Medical Leave

Employees who have exhausted their available excused absences for sick leave, and still have need for additional medical leave will be granted up to 9 months of leave total (including FMLA) or the length of their seniority, whichever is less. The employee must submit a Leave of Absence Request Form in advance along with satisfactory medical verification of the need for leave. Such leave shall be inclusive of any right to Family Medical Leave. Employees on a Medical Leave will be entitled to continue health care benefits as provided to active employees for up to 9 months or the duration of the leave, whichever is less. Employees who are unable to return to work upon exhaustion of the 9 months leave period, may, upon written request, be considered for a reasonable amount of additional

unpaid leave as an accommodation for a protected disability. Continued health insurance will not be provided during any additional period of leave, but may be available for continuation at the employees' expense pursuant to C.O.B.R.A."

Section 3: Worker Compensation Leave

Employees receiving Workers' Compensation through Dakkota for a work-related injury or illness will be placed on leave status until they have been released to return to work. The right to return to work will depend on the employee's seniority at the time they are released to return. Employees will continue to accrue seniority during the first 24 months of each Workers' Compensation leave or a period equal to the length of his/her seniority at the time the leave began, not to exceed a maximum of 24 months period at which time their seniority will be frozen. Employees on a Workers' Compensation Leave will be entitled to continue health care benefits as provided to active employees for up to 15 months or the duration of the leave, whichever is less.

An employee returning from medical leave or worker compensation leave must have a statement acceptable to the Company from the physician as to his/her fitness to perform the essential functions of his/her position. The company reserves the right to send the employee for a medical examination to confirm the employee's fitness for duty, including a drug screen.

Upon a timely return from an approved leave, every reasonable effort will be made to return the employee to his/her previous shift and assignment. If this cannot be accomplished, the employee will be placed in an open position in the classification at the time of the leave. If no such open position is available, the employee will bump the least senior employee in the classification, provided he/she had sufficient seniority.

Section 4: Family Medical Leave

Dakkota will provide leave to eligible employees in accordance with the federal Family and Medical Leave Act. This provides up to 12 weeks of unpaid leave during any 12-month period, with return rights to the same or similar position. Health insurance will continue upon the same terms as for active employees. If you do not return after your leave, you may be responsible to repay Dakkota for any premium amounts it paid during your leave.

Application forms to request this leave and instructions on getting medical certification to support your request are available from Human Resources.

In implementing its FMLA policy, Dakkota will use a rolling 12-month period for determining available leave time.

The employee will be required to use 16 hours of paid time annually in conjunction with FMLA leave. FMLA paid leave will not contribute to overtime. Employees will continue to accrue seniority while on FMLA leave.

Note: Position vacated by an Employee that is on approved Leave of Absence for FMLA will not be posted or allowed for transfer until the legal requirements of the employee on FMLA has been fulfilled. FMLA provides up to 12 weeks of unpaid leave during any rolling 12-month period with return rights to the same or similar position and wage.

Employees that are on a Leave of Absence for Personal, Medical, Worker Compensation (non FMLA eligible) of 30 days or more will be filled by seniority employees utilizing the Transfer Requests.

Upon a timely return from an aforementioned approved Leave of Absence, every reasonable effort will be made to return the employee to his/her shift and assignment (at the time of leave). If this cannot be accomplished the employee will be placed in an open position in the classification and shift at the time of the leave. If no such open position is available, the employee will bump the least senior employee in the classification and shift (at the time of leave), provided he/she has sufficient seniority.

Section 5: Union Leaves

Dakota will grant a Leave of Absence, without pay, to Union members to transact Union business away from the Company premises for conventions, conferences and schools, unless granting such leave would harm the Company's ability to meet the customer's needs. Permission by the Company will not be unreasonably withheld. Requests for such leave shall be submitted at least 7 calendar days in advance, except that in cases beyond their control, where 1 working days' notice need be given. Leave will not be granted to more than 4 persons from the Lansing Campus at any 1 time. The Company will review the number granted for union leave if the Company sees a sustained increase in headcount. Time spent on such Union leave will be considered time worked and credited for leave benefits covered under this Agreement. Seniority employees will continue to be eligible for all applicable benefits under the benefit plans and the Bargaining Agreement for any leave of 30 days or less.

An employee who is elected or appointed to a permanent Union office or public office which necessitates his/her absence from work will be granted a leave of absence without pay or benefits not to exceed the term of their appointment. If the employee is elected/appointed to an additional term the Company request at least 30 calendar days advance written notice from the International Union. Employees granted such leave shall accumulate seniority during such absence. Upon his/her return to the Company, he/she shall be returned to his/her regular standing on the

seniority list and shall be returned to his/her previous job or its substantial equivalent, provided he/she has sufficient seniority and is capable to perform the work.

Section 6: Military Leave

Dakkota will comply with the federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and any applicable state statutes on military leaves.

Employees must provide notice of the need for leave and his/her orders verifying the need for leave.

Dakkota will pay the difference between the employee's pay for regularly scheduled hours and the military pay received for the first 10 regularly scheduled (Mon – Fri) workdays missed. In no event shall this reimbursement exceed 80 hours straight time pay. The employee must submit his/her military pay record for the applicable time period to be eligible for the supplemental pay.

For employees who have immediate family members returning home from active leave, Dakkota will provide up to 5 unpaid days of preapproved leave. Written "Leave" request must be provided 1 week prior with appropriate documentation provided to the Human Resource department.

Section 7: One Time Exception Leave.

In the event a seniority employee will be incarcerated for a non-violent offense for a period of time, the employee can apply for a one-time incarceration leave of 1 day up to 90 days. This leave can only be used one time during an employee's employment with the Company. Such leave will be without pay, subject to approval depending on the length of term of incarceration. Employees will be required to use any available PTO/PTOM time. All eligible seniority employees must provide the following information to the Human Resource Manager or HR designee three business days prior to incarceration. If a seniority employee is immediately incarcerated, said employee would have three days to provide the Company with notification requirements.

- Report the arrest to the Human Resource Department
- Submit police report or other legal documentation concerning the arrest and charges.
- Employees will be responsible for all benefits that require employee contributions.
 - Payments must be paid weekly or paid in advance in order to have benefit continuation.
Failure to comply with payment terms after 30 days will result in the employee being placed into inactive status and COBRA being issued (Medical, Dental, Vision).

- Employee is responsible for the continuation of voluntary benefits (AFLAC, Optional Life, LTD, etc.). Failure to make these arrangements could lead to cancellation of coverage.
 - All 401K loan payments will be the responsibility of the employee, failure to maintain these payments will result in default of agreement.
 - All union dues missed will be the responsibility of the employee. The Union Chair will be responsible for collection.
- The Union Chair will be notified of such leave.

Noncompliance to the above constitutes grounds for discipline up to and including termination. Any misrepresentation of the circumstances of the arrest can serve as grounds for termination. Anytime missed outside of approved time off will follow the current attendance policy.

All violent offenses will not be allowed under the above criteria, these situations will be reviewed by the Company on an as need basis to ensure the safety of our employees.

Upon timely return from approved incarceration leave, every effort will be made to return them to his/her previous shift and assignment. If his/her assignment has been eliminated while on approved leave, the employee will bump the least senior employee in the classification, provided he/she has sufficient seniority.

ARTICLE 23 **Attendance Policy**

Regular attendance at work and punctuality on the part of all employees is necessary in order to maintain production efficiency and to meet customer requirements. Whenever employees miss work, their co-workers must cover their duties in order to meet production. This leads to a deterioration of morale as employees that strive to be at work each day feel they are doing more than their fair share.

The company recognizes that it may be necessary for an employee to miss time from work for a valid reason. We also need to control absenteeism and lateness of employees who miss time from work on a regular basis above and beyond the allowed hours / days as stated below. This policy also applies to employees who

miss time from work including mandatory overtime or overtime for which an employee has volunteered.

Notice of Absence.

If you are going to be absent from work it is the responsibility of the employee to notify the company by leaving an audible message on the designated call-in system 30 minutes prior to the start of his/her shift. Failure to do so will result in an attendance progressive disciplinary action being issued.

Each employee will be allowed 2 excused tardy's for the calendar year (A tardy is defined as time missed up to half the scheduled shift, no pay for time missed). For each occurrence, an employee is late beyond the two excused tardy's a corrective action will be issued.

Employees who are a no-call / no-show for work cannot use their 2 excused tardys for that day and a corrective action will be issued.

Special consideration may also be given for extreme circumstances. It is the responsibility of the employee to present verifiable documentation within 24 hours of the reason for their tardy to the Plant Manager and HR Manager for review and consideration. Each case shall be handled on an individual basis.

Progressive Disciplinary Steps - Attendance

Employees who have exhausted their excused time will be placed in progressive discipline steps in an effort to improve the employee's attendance and/or tardiness.

Exceeds Excused Hours (Late or Absent)

- 1st – Written Warning 1
- 2nd – Written Warning 2
- 3rd – Final Written Warning
- 4th – You Choose to Leave

Discipline will be issued not later than 5 working days from the date on which the infraction occurred. Attendance discipline is to be treated independently from other causes of discipline.

Corrective actions or disciplinary actions for attendance issues will be removed from the employees file provided there are no further attendance violations in the 6-month, or 9-month period as shown below. Any time missed will extend the probationary period accordingly.

Example:

Written #1 – 6 months after the date of occurrence.

Written #2 – 9 months after date of occurrence.

Final Written Warning – 9 months after date of occurrence.

ARTICLE 24
WAGES

Section 1: Wage Schedules

The wage schedules for 2021 through April 30, 2025 are specified below. In addition, a ratification incentive of \$1,000 will be paid to each Dakkota seniority bargaining unit employee. To be eligible the employee must be on the payroll as of the date of ratification by the unit. The payment will be paid by May 12, 2021.

WAGE SCHEDULE

Effective May 1, 2021, the following salary schedules shall be applied:

Start	\$15.00	\$15.00	\$15.00	\$15.00
12 months	\$15.25	\$15.25	\$15.25	\$15.75
24 months	\$15.35	\$15.35	\$15.35	\$16.00
36 months	\$15.50	\$15.50	\$15.50	\$16.25
48 months	\$16.00	\$16.00	\$16.00	\$17.25
60 months	\$18.75	\$18.75	\$19.50	\$20.50

All employees will move to the 2021 rate of pay at the beginning of the new (2021) CBA implementation.

Wage increases thereafter will be based on hours worked from the point of the last wage increase.

Start	Accumulate 1040 hrs. from date of hire
12 months	6 month wage + 1040 hrs. worked
24 months	12 month wage plus 2080 hrs. worked
36 months	24 month wage plus 2080 hrs. worked
48 months	36 month wage plus 2080 hrs. worked
60 months	48 month wage plus 2080 hrs. worked

Example:

Employee is at the 24-month wage of \$15.25. To be eligible for the next wage increase (\$15.50) they need to work 2080 hrs. from the date they started earning the \$15.25 wage. Employees who are short of the 2080 hours will be required to stay at their current level of pay until the 2080 hours as been reached. Once this is reached the new wage level will take effect the Monday following.

Employees reaching 2080 hrs. in less than a year will be moved to the next level of the wage scale the following Monday.

All assembly operators, material handlers and team lead's that have 60 months of service or more in 2021 will be eligible for a lump sum payment ranging from \$300 to \$600 in 2022. See table below:

Less than 1200 hours worked in 2021 - \$0
1200 hours worked in 2021 - \$300
1300 hours worked in 2021 - \$400
1400 hours worked in 2021 - \$500
1500 hours worked in 2021 - \$600

Lump sum payout will be paid by January 15, 2022 for employees meeting the requirements.

In the event that the employee is laid off for 4 consecutive months with no fault of his/her own, then the company will recognize 320 hours towards the 2080 hours needed for wage increases.

Material Handler: paid at \$0.50 above applicable Assembly/Operator rate

Facility Tech: paid at \$2.00 above applicable Assembly/Operator rate

Production Team Lead: paid at \$1.25 above applicable Assembly/Operator rate

Materials Team Lead: paid at \$1.25 above applicable Material Handler rate

Note: Existing Team Leads prior to 2010 will be paid at the \$2.00 above applicable Assembly/Operator rate

Employees that are asked to train others will be paid an additional \$0.50 an hour during the time of training.

Section 2: Pay Checks

Pay Checks will be available each week by the end of your respective shift on Thursday. However, Friday remains the designated payday at which time the funds will be available. It is understood that a \$50 assessment fee will be deducted from the employee's pay for any checks cashed prior to Friday's payday, lost, destroyed or uncashed within 6 months. This pay will cover all hours worked from the previous Monday through Sunday.

Section 3: Pay Shortage

If an employee has a verifiable and agreed upon pay shortage, based on Company fault, of at least \$50 in any one work week, reimbursement for the shortage shall be made within 48 hours after the shortage is reported to the Company. If the shortage is less than \$50, or if the error is based on employee fault, the shortage shall be paid with the next regular paycheck.

ARTICLE 25 **BENEFITS**

Section 1: Insurance

All full-time Dakkota employees are eligible to participate in the Company's group insurance program in accordance with the applicable summary plan description(s), commencing with the first day of the month following the date of hire. The life, AD&D, short-term disability, and optional long-term disability benefit levels provided by the program shall remain in effect for the duration of the collective bargaining agreement at the benefit levels in effect immediately prior to this Agreement. A summary of benefits under this program will be provided to the employees, including medical (including prescription), dental, vision care, short term disability, optional long-term disability, life insurance, and accidental death and dismemberment.

The Company shall provide benefit packages as outlined in section 2. These benefits descriptions in section 2 are not the Summary Plan Description or the Policies, which shall control the specifics of the coverage provided.

The Company reserves the right to determine the provider(s), third party administrator(s) and/or self-insure any or all of the benefits available, provided the coverages are substantially similar.

"Substantially similar" shall mean that the overall benefits provided in the plan, when viewed as a whole for the overall group of bargaining unit employees, are reasonably equivalent to the existing plan.

The Company will provide the Union Chairperson with at least 7 days' notice and an opportunity to provide input, prior to implementing any changes under this provision.

If during the term of this Agreement the cost to the Company of one or more of the insurance plans set forth above for a new plan year is greater than 12% more than the previous plan year, and provided the Company cannot find a substantially similar plan at a cost acceptable to the Company, then at the request of the Company, the Company and Union shall meet for the purpose of negotiating a replacement plan. The intent of the parties in any such negotiation is to focus on modification of plan or change in vendors to control costs and employee contributions. It is also understood that in the event of Health Care Reform, whereas premiums are reduced, every consideration will be made to reduce employee contribution proportionately.

Section 2: Employee Medical Insurance Contributions

For monthly employee contribution for major medical health care coverage, see handout.

Note: When Employees are off for extended periods of time, they will be responsible for their weekly health insurance benefit contribution amount after the first 2 weeks of any contract year.

During periods of any leave/layoff when company funded health insurance coverage is available, employees on such leave/layoff will still be responsible for paying their portion of the health care premium. That amount will continue to be deducted from any payments made to the employee during the leave/layoff period. However, to the extent that the full amount of an employee's premium share is not available through payroll deduction, the employee must make payment arrangements with Human Resources. Failure to pay or make payment arrangements within 30 calendar days from onset of leave/layoff will result in a loss of company-sponsored health care coverage. If an employee loses this coverage they may elect to re-enroll in the company-sponsored health care coverage upon return to full time work at the 1st of the following month as long as payment for all past due employee contribution is paid or payment arrangements made. If an employee loses company-sponsored health care benefits the employee will receive notice of any rights to continue health care coverage at the employee's own expense, if eligible under C.O.B.R.A."

Section 3: Retirement Savings Account

The Company will maintain an I.R.S. qualified Section 401k program to allow employees to defer compensation for retirement. Employees with 1 or more years with the Company, the Company will match 100% of the first 3.0% that the

employee contributes, and 50% of the next 3%. The contribution amounts shall be calculated and contributed per pay period.

Section 4: Flexible Spending Account

The Company maintains a flexible spending account program so that employees may set aside pre-tax dollars through payroll deductions to pay for qualifying medical/dental/vision and childcare expenses.

Section 5: Employee Assistance Program

The Company agrees to maintain an Employee Assistance Program.

Section 6: Tuition Assistance Program

The Company maintains a tuition assistance program to support the growth and development of employees. The Company reserves the right to modify or cancel this program with notification to the Union at any time based on business necessities.

ARTICLE 26
MISCELLANEOUS

Section 1: Separability of Provisions

In the event the law makes any of the provisions of this Collective Bargaining Agreement invalid or unenforceable, the remaining unaffected provisions shall remain in full force and effect.

Section 2: Contract Books

The Company will have printed and provide to each bargaining unit member a pocket-sized copy of this agreement with both the UAW and Company logo on the cover being of equal size and comparison. The Company will consider bids from Union printers. The Company will maintain Summary Plan Descriptions for the benefits in an on-line format and provide new handbooks to the Union and the bargaining unit employees.

Section 3: Bulletin Boards

2 glass enclosed bulletin boards with lock and key will be provided in the plant to be used by the Union for posting notices. Notices shall be restricted to the following types:

- o Notice of recreational and social affairs of the Local Union.
- o Notices of Union elections, appointment, and results of Union elections.
- o Notices of meeting and business of the Local Union.
- o Such other official Union notices as may be agreed upon by the Company and the Union.

Section 4: Beverages in the Plant

The Company will allow employees to have drinks in closed containers providing this policy does not lead to damaged product, OSHA violations or a decrease in the cleanliness of the Plant. In the event this becomes a problem, the Union will be given the opportunity to review the problems with their membership and correct it prior to discontinuing the practice.

Section 5: Emergency Relief

Rest periods are established so that employees may use the rest room. The Company realizes that emergency situations can arise at times other than the regular rest periods and will allow emergency relief without undue delay in those situations. Abuses of emergency relief will not be permitted.

Section 6: Phone Calls

In the event, an employee receives an emergency phone call on their personal phone, the employee is responsible to notify their Supervisor of the need to take the call. In the event an employee cannot be reached the company has a call system (Kelcom, 866-475-5119) that can forward a message to the supervisor. When the Company receives an emergency phone call, the message will be immediately relayed to the employee. Arrangements will be made to allow the employee to make the return call without undue delay.

Employees' use of any personal electronic equipment, shall be limited only to non-work time, which are breaks and lunch periods. In order to ensure employee privacy and company confidentiality camera phones may not be used to take photos in the facility without prior permission from HR.

Section 7: Personnel Records

Employees may have access to periodically review their personnel records and submit responses in accordance with Michigan law, the Bullard-Plawecki Employee Right To Know Act.

Section 8: Work Related Injury

In cases of a work-related injury the Company will compensate the employee for any lost work on the day of the injury not to exceed scheduled shift hours including overtime for the day of the injury. Where necessary on the date of injury, such employee will have transportation provided to and from the place of medical treatment. Company will compensate the employee for any lost time for subsequent related medical treatment. A union representative will be made available upon request for any consultations with Workers Comp. Representative.

Section 9: Dress Code

All employees are expected to be clean, neat and businesslike in their appearance as per the Employee Guidelines.

Section 10: Subcontracting

The Company agrees to advise the Union prior to contracting any work historically performed by the bargaining unit and engage in meaningful discussion upon request regarding the factors involved in the decision to subcontract said work, including: time, cost, equipment, manpower, competitiveness, and employees currently capable of performing the work in question.

Section 11: Supervisor Direction

Employees will be expected to follow directions from any Company supervisor, which are not dangerous or illegal. If an employee receives conflicting direction, he/she should consult his/her immediate supervisor. No employee will be discipline for following a supervisor's directive.

Section 12: New Hire Orientation

The Union will be given the opportunity to participate in new hire orientation during the Company orientation. The Company will pay the full-time attendees and one Union Representative for conducting and attending this orientation. Orientation times will be scheduled as needed.

Section 13: Cameras

The intent of the camera system is to ensure the safety of our employees, the security of our buildings, the quality of product sent to our customers, to deter theft and to assist in the investigative process.

This will not be used to seek out and monitor select individuals or activities. Further, it will not be used to initiate disciplinary action. The Company and the Union will work together to ensure that this is a productive tool, including providing camera whereabouts along with the opportunity to view camera content as applicable.

ARTICLE 27
TRAINING

Section 1: Joint Training Committee

Within 60 days after ratification, the parties will establish a Joint Training Committee (J.T.C.). This Committee will be composed of the following:

- 4 members (Lansing Campus) from the Union and the Union Chairperson or his/her designee
- 4 members (Lansing Campus) from the Company and a Management designee

The Union shall appoint their members of the Committee from employees in the unit.

The Committee will meet quarterly or more frequently, if necessary. Management and the Union recognize the importance of continued training and are committed to working together to review and make recommendations on such issues as new employee training, on the job training, job rotation, cross training, flex chart reviews, mentorship/internship opportunities, and such other training issues as the Committee determines. Each Union member of the J.T.C. will be paid their regular rate for time spent working on official business of the J.T.C. It is expected that both parties will establish positive ways to improve the training program.

Section 2: Cross Training

The parties recognize the necessity to meet customer needs. To that end, the parties endorse cross training of employees. The J.T.C. will review and recommend procedures for this process, recognizing the need for flexibility both within and across work centers. The committee will consider in its recommendations, seniority impact on cross training opportunities.

Both the training and rotation of employees will be done on an equitable basis, giving due consideration to production needs and to needs of the business.

Section 3: Implementation

The recommendations of the J.T.C. will be provided to the Plant Manager, who shall, with the Union Chairperson and the Human Resources Manager, review such recommendations for possible implementation.

ARTICLE 28 **SUCCESSORSHIP**

Section 1: Notice to Buyer or Lessee:

In the event the Company sells or leases all or part of its business to the extent that it affects bargaining unit members, the Company shall notify the buyer or lessee of the existence of this Collective Bargaining Agreement. In so far as the law requires, a buyer or lessee shall assume the terms and conditions of this Collective Bargaining Agreement. However, the Company will not be liable for any violation of this clause or any violation of this Agreement by a successor.

Section 2: Notice to Union:

In the event of a sale or lease of all or part of the Company's business, the Company shall notify the Union in writing not less than 30 calendar days prior to the effective date of such sale or lease. Provided such notice shall not negatively impact the potential negotiation or sale.

ARTICLE 29
MAINTENANCE TECHNICIAN CLASSIFICATION

During the negotiations for the May 1, 2021–April 30, 2025 Bargaining Agreement, the parties reached several understandings and agreements regarding the employees in the Maintenance classification. Except as modified in this Article, the terms of the Bargaining Agreement shall apply to the Maintenance Technician classification.

1. **Mandatory Training.** When the Company requires Maintenance employees to attend mandatory training classes provided by outside entities, the Company shall pay the tuition, registration, lost time on standard shift or other fees required for taking the classes. Such required classes shall not be counted towards any tuition assistance program that might otherwise be available to Dakota employees. Training will be provided to Maintenance employees based on availability in the area.
2. **New Equipment Training.** The parties agree that it is important to provide the Maintenance personnel adequate training on new equipment or processes that are added to the plant. The procedures and process for training Maintenance personnel on new equipment or processes will be developed through the Joint Training Committee established through the Bargaining Agreement.
3. **Tool Purchase Program.** Maintenance employees are required to provide their own tools to perform their required tasks with the Company. To assist with this requirement, the Company has an established program to allow Maintenance employees to purchase tools necessary to perform their assigned duties through a payroll deduction program.
 - A. The tools must be necessary for the job at Dakota and be approved for purchase by the Maintenance Supervisor.
 - B. The employee shall fill out a tool purchase request form and submit it to the Maintenance Supervisor for approval and processing.
 - C. The employee shall sign a payroll deduction authorization form authorizing deductions on the following schedule:

Purchases up to:

- \$200.00: \$15.00 per pay period minimum
- \$201.00 to \$400.00: \$30.00 per pay period minimum
- \$401.00 and up: \$40.00 per pay period minimum

D. An employee shall have no more than \$1000 in outstanding balance on their tool purchase account at any given time without the written approval of the maintenance supervisor and the Human Resources Manager.

E. Any amounts advanced for tool purchases which are not fully repaid at the time the employee leaves the Company will be deducted from the last paycheck. Any amounts remaining owing after deduction from the last paycheck will be immediately due to the Company.

4. Wages

Facility Tech: paid at \$2.00 above applicable Assembly/Operator rate.

Skilled Trade Wage Progression			
	POINTS	RATE	YEAR
Level 1	4	\$ 19.00	
Level 2	12	\$ 22.08	
Level 3	20	\$ 24.24	
Level 4	24	\$ 26.39	
Level 5	32	\$ 29.00	2021
		\$ 29.35	2022
		\$ 30.05	2023
		\$ 30.55	2024

* Upon reaching level 5, increases will be applied when each employee meets 2080 hours worked.

Qualification Descriptions ***	Skill and Ability / Experience Level	
	Outside Testing/Certificate	On the Job Performance **
Skill and Ability / Experience Area		
-Electrical	3	1
-Electronic / PLC	3	1
-Pneumatic	3	1

-Mechanical (machines, equipment, tools, fixtures)	3	1
-Cooperation / Flexibility / Creativity	3	1
-Vision System Troubleshooting	3	1
-Torque Philosophy and Troubleshooting	3	1
-Robotic Training	3	1

Employees may move within range and between Levels during the contract period

** Job performance will be evaluated at Ninety (90) days.

*** The parties agree to mutually address the qualification descriptions for attaining the different Maintenance levels, utilizing such independent sources as the MTEC, Lansing Community College or other persons or entities as the parties shall agree. It is also agreed that previously earned certificates will be grandfathered. Possession of a Journeyman card along with placement testing will determine placement within a level for new hires.

ARTICLE 30

DURATION, TERMINATION AND SUBSEQUENT NEGOTIATION

This agreement shall become effective May 1, 2021 and shall remain in effect until midnight April 30, 2025 and from year to year thereafter until or unless modified, amended or terminated as provided. Should either party desire to modify, amend or terminate, notice in writing of such desire shall be given to the other party at least 60 days prior to the expiration date or any anniversary thereof, and shall commence negotiations at least 4 months prior to expiration, in an attempt to ensure continuity for Dakkota customers. Such notice will be given by certified mail, return receipt requested.

In the event the Company and Union have not reached a successor agreement by 60 days prior to the contract termination date, the parties will engage in mediation with the F.M.C.S. unless mutually agreed otherwise. Upon expiration of the contract, either party may resort to their right to engage in lock out or strike provided it has provided 7 days written notice to the other party. Such notice will be given by certified mail, return receipt requested.

Dakkota Integrated Systems, LLC

U.A.W., Local 724

Dakota Integrated Systems LLC

Mark Kelly
Management Representative

Wendy Shauss
Management Representative

Management Representative

Date

U.A.W. Local 724

Justin [Signature]
Unit Chairperson

[Signature]
1st shift Lansing 1 Committeeperson

Shelly M Brickner
2nd shift Lansing 1 Committeeperson

Raymond Aronson
1st shift Lansing 2 Committeeperson

[Signature]
International Servicing Representative

Date

7-1-2021

[Signature]
Region 1D Director

Date:

Date:

Region 1D Director

Appendix A
Outline of Insurance Benefits

- **Vision Plan**

Vision
The company provides vision insurance with the following basic benefits:
Every 12 months – Routine Eye Exam, pair of lenses OR contact lenses
Every 24 months – Glasses Frame

In-network Coverage:

Eye exam: \$5 copay

Prescription glasses (lenses and/or frames): \$10 copay, Member responsible for difference between approved amount and provider's charge, after \$10 copay

Medically necessary contact lenses: \$10 copay, Member responsible for difference between approved amount and provider's charge, after \$10 copay

Dental

The Company provides dental coverage with the following basic benefits:

	Deductible	Co-pay	Maximum
Preventative	\$0	0%	\$1000/calendar year
Basic Procedures	\$25	20%	***
Major Procedures	\$25	50%	***
Orthodontics	\$50	50%	\$2000 lifetime maximum

*** The combined maximum for preventative, basic and major is \$1000/calendar year.

- **Life and AD&D Insurance**

Life Insurance

The Company provides group term life insurance which provides a death benefit in the amount of 150% of annual wages, to a maximum of \$500,000. Policy age reductions schedules will apply.

Accidental Death and Dismemberment Insurance

The Company provides Accidental Death and Dismemberment insurance equal to the amount of your Life Insurance Benefit. The AD&D Benefit is paid if injury is a result of an accident, and benefits will be paid based on the schedule of benefits as indicated in the Policy.

- **Short Term Disability**

The Company provides the following Short Term Disability benefits:

Weekly benefit: 66 2/3 of weekly wages to maximum of \$1000

Starting: 1st day for injury; 8th day for illness

Amount: 26 weeks

- **Long Term Disability**

Long Term Disability benefit coverage is available to be purchased by the employee through payroll deduction. This benefit is optional, and at employee discretion.

Monthly benefit: 60% of monthly wages to maximum of \$5000

Starting: 6 months after disability

Duration: Period of disability up to age 65; disabled after age 62 has prorated scale based on 36 month

- **Cadillac Tax**

The parties agree that under no circumstances shall Dakkota ever have an obligation to provide a plan of health benefits that would subject such plan to the Excise or "Cadillac" Tax provisions of the Patient Protection and Affordable Care Act (hereinafter "ACA".) In the event Dakkota determines that Dakkota may be subject to such provisions at a future date, the parties shall meet within thirty (30) days of such determination and negotiate plan design changes to the plan or plans then in effect, such changes to be implemented as of the beginning of the next plan year

