

United Food & Commercial Workers Union Local 876

Chartered by the United Food and Commercial Workers International Union

With

Adhesive Systems Inc.

October 29, 2023 - October 30, 2027





United Food and Commercial Workers International Union Local 876

The **Voice** of Working Michigan

Dan Pedersen, President | Stephanie Villalpando, Sec.-Treasurer | Margaritte Thomas, Recorder

Dear Member,

The following is the collective bargaining agreement as negotiated with Adhesive Systems, Inc.

I urge you to read this agreement in full. The protections and benefits rely on your advocacy in enforcing your rights in the workplace everyday. Without member awareness, these strong languages weaken.

If you have any questions concerning this agreement, please contact your union membership representative either by e-mail (firstname.lastname@ufcw876.org); at 1-248-585-9671 or toll free at 1-800-321-6406 using their extension, listing available at ufcw876.org.

Your union Steward is also an excellent source for contractual information and advice.

In Solidarity,

Dan Pedersen

UFCW 876 President

International Union Vice President

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Agreement

This Agreement made and entered into this 19th day of September 2023, effective October 29, 2023, between **ADHESIVE SYSTEMS, INC.**, its successors and assigns, hereinafter designated as the “Employer”, and the **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 876**, its successors and assigns, chartered by UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO-CLC.

Article 1 – Intent and Purpose

The Employer and the Union each represent that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

Article 2 - Coverage

This Agreement shall apply to all production employees presently or hereafter employed in this plant now or hereafter owned and/or operated by the Employer, doing business as Adhesive Systems, Inc., or otherwise, and whether by the same or other persons, partnerships, associations or corporations, and whether by concessionaires, licensees or lessees, in the jurisdiction of United Food and Commercial Workers Union Local No. 876, except only guards and supervisors as defined in the Act.

Article 3 – Recognition, Union Shop, Check-Off, Dues

These provisions shall be implemented to the extent permitted by state law effective as of the date determined by the Michigan Department of Labor.

A. The Union is recognized as the sole representative and bargaining agent for all employees covered by this Agreement in collective bargaining with the Employer. It shall be a continuing condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall, on the 31st day following the execution date of this Agreement, become and remain members in good standing in the Union.

B. It shall also be a continuing condition of employment that all employees covered by this Agreement and hired on or after the date of execution shall, on the 31st day following the beginning of such employment, become and remain members in good standing in the Union.

C. When the Employer needs additional employees, it shall afford the Union equal opportunity with others to nominate or refer suitable applicants, provided that the Employer shall not be required to hire those nominated or referred by the Union.

D. Upon written notice by the Union, the Employer agrees within seven (7) days to discontinue the employment of any employee who fails to become and remain a member of the Union in good standing as provided under this Article.

E. Check-Off: The Employer agrees to deduct weekly union dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union from the wages of each employee, present and future, as the same shall be due, provided each such employee executes written authorization therefore, in a form authorized by law, and such authorization is turned over to the Employer. The Employer agrees to remit such dues and initiation fees as deducted to the Union.

The Union shall, on or before the tenth (10th) day of each month, furnish to the Employer, a list of member-employees and the amounts due therefore, including dues owing for the succeeding month.

The Employer shall, on or before the 25th day of the same month, deduct and remit such dues, as authorized, to the Union. At the time of such remittance of check-off sums, the Employer shall also furnish the Union a list of all persons hired within the previous twenty one (21) continuous calendar days from date of hiring to notify the Union (or since the last such list was furnished, whichever is later), including-name, address, department or classification, assigned store, social security number and date of hire. The Employer shall also furnish from time to time, upon the Union's request and within two (2) weeks of such request, a seniority list of all employees covered by this Agreement.

F. Check-Off for the Active Ballot Club: The Employer agrees to honor and transmit to the Local Union contribution deductions for the UFCW Active Ballot Club from employees who are union members and who sign deduction authorization cards. The deduction shall be in the amount specified on the political contribution authorization and deducted weekly and remitted monthly to the Local Union.

G. The phrases "members in good standing in the Union", "members", "membership in the Union", "member of the Union in good standing", "member-employees," and "Union members" as used in this Article include persons who are members of the Union and persons who elect and maintain non-member status. Persons who elect non-member status shall be required to pay, as a condition of continued employment, initiation fees and weekly union fees in an amount not to exceed the full amount of initiation fees and weekly union dues.

H. Union Orientation: When a new bargaining unit employee is hired, the Employer will provide the union steward and union representative with the new employee's name, shift and start date. Within forty-eight (48) hours of the new employee's hiring, the union steward or union representative will have up to 15 minutes to give the new employee information about the Union, the Collective Bargaining Agreement and the benefit programs under the Agreement. The Employer will not make any negative or disparaging references regarding the Union during the employee's interviewing, hiring or orientation processes.

Article 4 – Management Rights

The management of the business and the direction of the working forces, including the right to plan and direct plant operations, hire, suspend or discharge for proper cause, transfer or relieve, employees from duty because of lack of work or other legitimate reasons only, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain reasonable rules and regulations covering the operation of the plant, a violation of which

reasonable rules and regulation shall be among the cause for discipline or discharge are vested in the Employer, provided, however, that such rights shall be exercised with due regard for the rights of the employees and subject to the provisions of this Agreement, and without discrimination against any employees. The Union shall be advised regarding changes in plant hours.

Article 5 – Dispute Procedure

A. The Union shall have the right to designate or elect one (1) steward for each shift.

B. Should any difference, disputes or complaints arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1: By comfort between the Union steward and/or aggrieved employee or any of them, and the shift foreman.

Step 2: If the grievance is not satisfactorily adjusted in Step 1, by conference between the Union's steward and/or the business representative and/or aggrieved employee, or any of them, and the Superintendent of Production.

Step 3: If the grievance is not satisfactorily adjusted in Step 2, by grievance reduced to writing and signed by the employee or employees involved with concurrence of a union representative, or signed by a union representative on their behalf, presented to the HR Director and/or VP of Operations and/or their designated representative and discussed with reasonable promptness by an officer or officers of the Union, and/or representative of the Employer so designated.

Step 4: If the grievance is not satisfactorily adjusted in Step 3, either party may, with reasonable promptness, in writing, request arbitration, and the other party shall be obliged to proceed with the arbitration in the manner hereinafter provided. The Executive Board of the Union shall have the exclusive right to determine whether or not the employee's grievance shall be submitted to arbitration by the Union. The parties shall forthwith attempt to agree upon an impartial arbitrator. If they cannot so agree within five (5) working days of the request for arbitration, the party requesting arbitration may, with reasonable promptness, thereafter, file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the Association. The expenses of the arbitrator, excepting the parties' own expenses, shall be borne equally by the Union and the Employer.

C. The arbitrator shall have authority and jurisdiction to determine the propriety of the interpretation and/or application of the Agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of the Agreement. With respect to arbitration's involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he shall review the penalty imposed, and if he shall determine the Employer's action to be improper, inappropriate and/or unduly sever, he may vacate it or modify it accordingly. He shall have the authority and jurisdiction in cases concerning discharge, discipline, or other matters, if he shall so determine, to order the payment of back

wages and compensation for an employee which the employee would otherwise have received and/or enter such other and/or further award as may be appropriate and just.

D. There shall be no time limit to wage claims due to incorrect hiring rates, overdue progression rates, mathematical calculation or wages or wage rates or failure to pay for holidays, vacation or sick days.

Any grievance for wage claims other than the above shall commence with the date of the employee's grievance to the Union and Employer but in no event more than thirty (30) days prior to the date of the grievance. Upon presentation of the grievance to the Employer, the employee shall have a claim for hours lost until the claim is resolved. No grievance shall be considered or discussed if presented later than thirty (30) calendar days after such happened.

E. No employee shall be discharged or disciplined, except for just cause. Grievance respecting the discharge, or an employee shall be presented within fourteen (14) calendar days and processed in accordance with the grievance procedures hereinabove set forth.

Any agreement reached between the Union and the Employer under the grievance procedure by their authorized representatives, which in the case of the Union shall be subject to approval by its Chief Executive Officer, its President, and any decision of the arbitrator under Step 4, shall be final and binding upon the Employer, the Union, and the employee or employees involved.

F. It is the intention of the contracting parties that, with the exception of those individual grievance privileges expressly set forth herein, in the redress of alleged violation of this Agreement by the Employer, the Union shall be the sole representative of the interests of employees or groups of employees within the bargaining unit. Subject to individual rights expressly set forth in the grievance procedure of this Agreement, only the Union shall have the right under arbitration procedures or in any judicial or adjudicatory forum, to assert and press against the Employer a claimed violation of this Agreement.

G. Lengthy discussion between employees and representatives of the Union, including the steward, or among themselves, concerning disputes, shall not take place during working hours.

H. The Employer, including all supervisors, shall grant to any accredited Union official access to the plant for the purpose of satisfying himself that the terms of this Agreement are being complied with, including but not limited to, checking rates of pay, work schedules and timecards.

I. The Employer shall have the right to call a conference with the officials of the Union or their designated representatives for the purpose of discussing its grievances, criticisms, or other problems.

Article 6 – No Strike, No Lockout

A. During the term hereof, the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

B. Notwithstanding the provisions of Section A of this Article, employees shall not be requested by the Employer to cross a picket line sanctioned by the Union, or be disciplined or discharged for refusal to do so. Notwithstanding the provisions of Section A of this Article, the Union is authorized, to the extent permitted by law, and with notice to the Employer, to sanction an authorized picket line of another union or its employees.

Article 7 – Other Agreements

A. The Employer agrees not to enter into any agreement or understanding with the employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

B. The Employer agrees not to enter into any other agreement with any other labor organization during the life of this Agreement with respect to employees covered by this Agreement.

Article 8 – Work by Others

To preserve and protect bargaining unit work, the Employer agrees that only the following supervisors as listed:

Supervisor – Day Shift

Supervisor – Afternoon Shift

Supervisor – Midnight Shift

Maintenance Technician

shall perform only work customarily performed in the past, except in emergencies, or if the work would assist a bargaining unit employee meet productivity incentives.

The four supervisors may operate a hi-lo, move inventory, raw materials or finished product, load or unload for shipping and receiving or batch papers.

All other supervisors shall be excluded from performing any work customarily performed by employees covered by this Agreement, except only in the event of emergency not attributable to the Employer.

For the purposes of this Article, the Employer will not employ more than one (1) assistant supervisor and three (3) working foreman who may perform bargaining unit work. Nothing in this Article shall be construed to limit the Company's right to determine the number of supervisors or foremen.

The plant supervisor or another member of management may perform bargaining unit work if a bargaining unit employee is absent from work.

Article 9 – Maintenance of Standards

The Employer agrees that all conditions of employment relating to wages, hour of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. No employee is to receive a reduction in wages as a result of the signing of this Agreement.

Article 10 – Working Conditions

A. **Pay For All Time:** The hours of each employee shall be scheduled by the Employer in conformity with this Agreement. Employees shall be paid for all time spent in the service of the Employer.

B. For the purpose of establishing eligibility for benefits set forth in this Agreement, a full time person is one who is hired as such, or a part time employee who averages thirty (30) hours or more per week (including the hours of work on Sundays, holidays and all compensable absence pay) for twelve (12) consecutive calendar weeks. Full time employees involuntarily reduced to part time shall continue to be classified and treated as full time until they have averaged less than thirty (30) hours per week (including the hours of work on Sundays, holidays and all compensable absence pay), for twelve (12) consecutive weeks.

During the twelve (12) weeks qualifying periods, employee off for one (1) week or more due to illness and/or layoff shall not be reclassified and the number of weeks worked shall be frozen and on his return to work shall continue as if there was no break for the purpose of qualifying.

C. **Work Week:**

1. The basic workweek for all full time employees shall be forty (40) hours, which shall be worked in five (5) eight (8) hour days, not necessarily consecutive.

2. For the purposes of this Agreement, the basic work week shall be defined as Sunday through Saturday, inclusive.

3. Sunday and/or holiday work shall be isolated and shall not be a part of the basic workweek. Each employee shall be given the opportunity to post their name for Sunday and/or holiday work and shall be entitled to such work. The Employer shall schedule employees from such lists for Sunday and/or holiday work, and shall rotate all such listed employees, regardless of classification, equally for all such Sunday and/or holiday work, provided they have the ability to perform such work and are otherwise authorized by this Agreement to do so.

In the event an adequate staff cannot be obtained for Sunday and/or holiday work from the list, the Employer can require employees to work in the reverse order of seniority to meet staffing requirements.

D. **Work Schedules:**

1. Each full time employee shall be scheduled work for the number of hours in the basic work week.
2. The Employer shall post in each plant by 12:00 noon every Friday, a work schedule for the following week. Each employee, whether full time or part time, shall be guaranteed work or pay for the number of hours so posted. In case of lack of work, employees who agree to go home early shall be paid for the hours only worked that day. This guarantee shall be inapplicable in the event of curfew pursuant to state or municipal order or request, fire, flood or acts of God.
3. In the event the Employer fails to post a work schedule as required by the preceding section, the schedule last posted shall prevail. The foregoing sentence shall not apply to the week preceding nor to the week including a holiday, as to each of which weeks a new schedule shall be posted.
4. Employees who work in addition to their scheduled time shall not be compelled to take time off to avoid the payment of overtime. If for any reason, it becomes necessary to work an employee in addition to his scheduled time, he shall also be permitted to work the balance of his week as originally scheduled.
5. No employee shall be required to work a split shift.
6. **Tardiness:** Ten (10) minute grace periods and eight (8) tardies allowed per year. An employee working less than a full year will receive a pro-rated number of allowable tardies.

All employees will be dressed, punched in and at their work location by their scheduled work start time. Employees are to punch in **AFTER** changing into work clothes and punch out **BEFORE** changing out of work clothes.

Bargaining Unit employees will call in before the beginning of their shift to notify their supervisor if they will be tardy.

Article 11 - Wages

1. If new job classifications not presently in existence are established, the Employer will negotiate wage rates with the Union.
2. The Employer will pay employees weekly and shall post all hours paid for on paycheck stubs. Pay days shall be every Thursday, and all checks will be passed out at the end of the first (1st) shift.

3. When it becomes necessary for an employee to travel in order to conduct business for the Company, compensation for the use of their automobile shall be at twenty-five cents (\$0.25) per mile plus allowance for meals and lodging.
4. **Direct Deposit:** Each employee shall have the option of having their paycheck, or any portion of it, directly deposited to his savings or checking account at any participating bank or credit union. Direct deposit applications and details are available from the plant superintendent of production.

Article 12 – Overtime and Premium Pay

A. Overtime:

1. Company will pay 1.5 times the hourly rate for all hours worked over forty (40) hours in any workweek.
2. Only legal holidays (as described in Article 13) shall count as time worked for the purpose of computing overtime.
3. Scheduled overtime shall be offered by seniority. Daily overtime not previously scheduled shall first be offered by seniority among employees present when the need for overtime arises. Employees shall not be required or compelled to accept overtime as above defined, and in such cases, the Employer can require employees to work overtime in the reverse order of seniority.
4. There shall be no pyramiding of overtime or premium pay. Hours paid for at an overtime or premium rate shall not be used again in the computation of other overtime and premium compensation. When two (2) or more types of overtime or premium compensation are applicable to the same hours of work, the higher rate of compensation, only, shall apply.

The Company shall provide as much notice as is practicable of a requirement for overtime.

B. Sunday and Holiday Pay:

1. Sunday and holiday work shall be defined as work performed from 12:01 a.m. on Sundays and/or holidays, to midnight Sundays and/or holidays.
2. Work performed on Sunday shall be paid for at double (2) the employee's rate of pay.
3. Work performed on holidays shall be paid for at double (2) the employee's rate of pay. Such payment shall be in addition to the holiday pay.

C. **Company Meetings:** No employee shall be required to attend Employer meetings during the employee's day off without the payment of overtime pay, and no employee shall be required to change his day off in order to attend Employer meetings.

D. **Temporary Transfers:** In the event an employee is transferred to a classification with a higher rate of pay for more than two (2) hours in a day, that employee shall receive the rate of pay for that classification for all hours worked in the higher classification.

Article 13 – Legal Holidays and Pay

A. The following shall be considered as legal holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Fourth of July	Christmas Day
Good Friday	Labor Day	Juneteenth (6/19)

Union stewards will receive one (1) day off with pay per year for the purpose of attending the Union Steward's Seminar.

All employees who qualify for legal holidays as set forth above must work their scheduled day before and scheduled day after each holiday to receive holiday pay as applicable. Unless off on an approved paid day off or a proven illness.

The Company will pay Holiday pay for Union employees during a layoff.

B. **Personal Days:** Each non-probationary employee will be eligible for eleven (11) paid personal days for the year. All bargaining unit employees are allowed to take two (2) paid personal days in any given month. If an employee takes more than two (2) in a month, they may be subject to progressive discipline.

At the start of the calendar year, a person's attendance disciplinary record is "wiped clean."

An employee working less than a full year will receive a pro-rated amount of personal time.

Personal days require a call in by the employee at least two (2) hours before the start of his shift. More notice will be given if possible.

The Company will pay for unused personal days at the end of the calendar year.

C. **Work Related Injuries:** The first full day (and the rest of the shift when the injury or illness occurs) of a legitimate work-related injury or illness, which prevents the employee from working, shall not be charged to the employee's sick leave bank.

Article 14 – Lunch Periods and Rest Periods

A. All employees shall be guaranteed without pay, a thirty (30) minute uninterrupted lunch period.

B. **Rest Periods:** All employees shall receive a fifteen (15) minute rest period in each one-half (½) shift on Employer time.

Article 15 – Call-In Pay

Any employee who reports for work upon request shall be guaranteed not less than four (4) hours of work or pay (at his applicable rate for such hours). Any such employee who reports for work upon request in an emergency substitution for another employee, shall be additionally guaranteed any hours of work in excess of four (4) or the pay to which he would have been entitled to for such hours if worked (at his applicable rate for such hours).

In the event of an early call-in, said employee must fulfill their regular shift hours up to a maximum of twelve (12) hours unless by mutual agreement.

Article 16 – Uniforms and Tools

Any uniforms or tools deemed necessary by the Employer shall be furnished by the Employer at the Employer's expense. Uniforms shall be laundered by the Employer at the Employer's expense.

Article 17 - Vacations

1. Employees shall annually receive vacations with pay in the manner hereinafter provided:

Less than one (1) year of service	no vacation pay.
After one (1) year of service	one (1) week vacation
After two (2) years of service	two (2) weeks' vacation
After five (5) years of service	three (3) weeks' vacation
After eight (8) years of service	four (4) weeks' vacation

Service shall mean total time employed since the employee's latest hiring date, whether full time or part time and/or a combination of both full time and part time employment.

2. Vacation pay shall be deemed earned as of the employee's anniversary date of employment.
3. Vacation pay shall be deemed payable as of the date of vacation, except as the employee and Employer may otherwise agree; provided that an employee who separates or is separated from the Employer's service, voluntarily or involuntarily (including but not limited to separation occasioned by voluntary or involuntary termination of the Employer's business), except when such employee is duly discharged for dishonesty, shall, on separation, be paid vacation pay earned as of his last anniversary date but not yet paid, together with further vacation pay prorated from said last anniversary date to date of separation, which he shall be deemed to have additionally earned.
4. If a holiday falls during an employee's vacation, he shall receive an additional day's vacation.
5. Vacation time must be used, or such time shall be forfeited except if two (2) or more requests have been denied and an employee is, unable to schedule his earned time prior to year's end, the remaining time shall be paid out no later than two (2) weeks after said employee's anniversary.

6. A vacation schedule shall be posted from January 1st through March 1st.
 - a. Associates may select desired weeks off for the year in accordance with their seniority. The associates will be notified by the Employer within thirty (30) days after the posting deadline (March 31st) as to the approval or denial of his vacation requests in writing. If no written response is provided, the vacation request shall be considered approved.
 - b. Associates who have properly met the requirements set out in “a” above shall be guaranteed their selected time off.
 - c. Associates who fail to make their selections as set out in “a” above shall not be allowed to displace less senior associates who have made their selections in a timely fashion, but may, however, select desired weeks off which have not been selected in accordance with the applicable provisions of this Agreement. Approval shall be subject to mutual agreement (Company and employee).
 - d. Employees with two (2) weeks’ vacation or greater can take their first (1st) weeks’ vacation in one (1) day increments as long as his supervisor receives greater than twenty-four (24) hours notice. Second (2nd), third (3rd), and fourth (4th) weeks’ vacation must be taken in one (1) week increments. Employees with only one (1) weeks’ vacation can take their vacation in one (1) day increments as long as their supervisor receives greater than twenty-four (24) hours notice.

Article 18 – Severance Pay

All employees who have been in the employ of the Employer for a period of twelve (12) months or more shall be given one (1) week’s pay for each year of service (employees working less than forty (40) hours shall receive average pay), up to six (6) weeks maximum, if permanently laid off. For purposes of this Article, “permanently laid off” shall mean the Company does not reasonably expect to recall the employee within one (1) year from the date of layoff. In the event the Employer sells or closes the plant or move the plant outside of Wayne, Oakland or Macomb County, and employee are terminated, severance pay shall be up to six (6) weeks.

1. Severance pay shall not apply to any employee who is discharged for just cause.
2. Severance pay shall not apply to any employee who is temporarily laid off.
3. Severance pay shall not apply to any employee who is temporarily laid off in an emergency, which is not fault of Employer.
4. In no case shall any employee receive severance pay more than once in any twelve (12) month period.

Article 19 - Leaves

A. **Jury Leaves and Pay:** If any employee is required to serve on a jury, he shall be paid the difference between his pay for such jury services and his normally scheduled hours for a period not to exceed ten (10) calendar days; provided that any such employee, if excused from jury service for one (1) full day or more shall be obligated to report for regular work on the first available full day so excused and for subsequent full days so excused.

The employee shall turn over any juror's fee to the Company.

B. **Death Leave and Pay:** Up to five (5) calendar days leave of absence with pay shall be granted to an employee in the event of the death of his spouse or child and up to three (3) calendar days in the event of death in his immediate family with no loss of pay. "Immediate Family" is deemed to include parents, stepparents, mother-in-law, father-in-law, grandparents, brother and sister, brother-in-law or sister-in-law, whether or not any of said persons resides with the employee, and any other relative who resides with the employee. The Employer shall grant such employee up to an additional three (3) calendar day's leave of absence without pay if such additional leave shall be necessary or reasonable with respect to the employee's responsibilities arising out of the death and/or funeral of such relative. Leaves authorized under the Family and Medical Leave Act ("FMLA") shall be granted for up to twelve (12) weeks in any calendar year.

C. **Personal and Illness Leave:** Employees may be granted a leave of absence for personal reasons (other than FMLA leaves), not exceeding thirty (30) days upon the Employer's permission and shall be granted a leave of absence not exceeding one (1) year for his certified illness.

Seniority shall accrue during such personal, FMLA and illness leaves. Leaves of absence in excess of the foregoing periods may be granted by the Employer, but retention of seniority in such event shall require agreement by the Union and the Employer.

Employees desiring a leave of absence other than for illness or injury must do so in writing. Employees returning from illness, injury and/or approved leave of absence shall notify the foreman by Tuesday noon (12:00 p.m.) of his availability for work the following week.

An employee taking a leave of absence shall be returned to the plant from which the employee took the leave, provided this seniority is sufficient.

Job related physical examinations and x-rays may be required of an employee returning to the unit after a leave of absence.

An employee's vacation and sick leave will cease to accrue when an employee is absent for a complete month. For example, if an employee is absent from January 15th to February 28th, but works the remainder of the year, he will accrue 11/12 of a full year's vacation and sick leave.

An employee who takes an unpaid leave of absence under the provisions of the FMLA must first utilize his/her accrued paid leave time (if the leave is due to the employee's "serious health condition" as defined by the FMLA, the employee shall utilize accrued sick or vacation time, in that order; otherwise, accrued vacation time shall be utilized), which shall be counted as part of the maximum leave of absence period granted to the employee who takes a leave of absence under the provisions of that Act. As an example, an employee who has two (2) weeks of accrued paid leave shall use that leave before using up to ten (10) weeks of unpaid leave under FMLA.

D. **Military Service:** An employee who enlists or is inducted into military service shall retain job rights and seniority in accordance with the provisions of applicable federal and state laws. Seniority shall accrue during such leave.

Article 20 – Health and Welfare

Company will provide health care coverage and prescription drug coverage to all employees as mandated by The Patient Protection & Affordable Care Act (AKA Obama Care). Company will provide employees option of voluntary (employee paid), Dental and Optical plans. Employees shall become eligible for coverage on the 1st of the month following sixty (60) days of continuous service. Rates for all coverage may change on an annual basis based on Health Care market rates.

Article 21 - Seniority

A. Seniority is the length of continuous employment with the Employer. Seniority shall be dated from the date employee reports for work. Under this definition, the last employee hired shall be the first to be laid off. Recall to work shall be governed by the same principle of seniority.

The Union shall designate one steward who shall be given seniority for purposes of layoff and recall only.

Absence from work, as set forth in this Agreement, shall not break seniority. Seniority may be broken only by the following:

1. Quit;
2. Justifiable discharge;
3. Layoff of more than two (2) years or the employee's length of service, whichever is less;
4. Failure to return to work in accordance with the terms of leave of absence;
5. Failure to return to work after layoff within one (1) week after receipt of notice from Employer.

B. A full time employee suffering a reduction of hours or a layoff shall have the right to claim the

hours/shift of a less senior employee provided he has the ability to perform the work. At such time, his previous shift becomes available with the amount of hours he is currently working or more he shall be returned to his original shift by seniority.

C. When a full time employee is involuntarily reduced to part time, his seniority shall be frozen, and shall pick up his previous full time seniority date when returned to full time. When a full time employee voluntarily reduces himself in writing, his part time seniority is dated from the original date of hire.

D. **Job Description:**

1. **Process Maintenance:**

Will properly operate and maintain the equipment (mechanical and electrical in the plant).

Will keep the written records associated with their position.

Will make repairs within the scope of their training.

Will remain at work until relieved by the next shift Process Maintenance person, or until released by the supervisor.

Will keep their work area and equipment clean.

Will follow all written procedures for their work activities.

Will assist or fill in for other plant union personnel doing jobs they have been adequately trained for (including housekeeping) as directed by the supervisor.

2. **Shipping/Receiving:**

Will complete all written documents related to shipping and receiving.

Will maintain their work areas and equipment in a clean and orderly fashion.

Will treat truck drivers in a respectful manner.

Will load outgoing trucks and unload incoming trucks. This includes being responsible for package delivery to the plant until the package has been turned over to the proper recipient.

Will follow all written procedures for their job activities.

Will assist or fill in for other plant union personnel doing jobs they have been adequately trained for as directed by the supervisor.

3. **Production Operator (all other Union employees):**

Will set and mix batches of glue.

Will package finished product.

Will complete all written documents related to shipping and receiving.

Will maintain their work areas and equipment in a clean and orderly fashion.

Will follow all written procedures for their job activities.

Will assist or fill in for other plant union personnel doing jobs they have been adequately trained for as directed by the supervisor.

E. **Full time and Premium Bids**: If a full time or premium position for process maintenance, shipping/receiving or any new classification agreed to by the Union and the Employer becomes available, the highest seniority employee shall be awarded the job. The Employer shall post the job bid in the employee breakroom for seven (7) days and will include rate of pay and qualifications for the job. Employee must successfully complete training for the position in Shipping and Receiving with one (1) month and process maintenance within three (3) months.

Article 22 – Union Cooperation

A. The Union agrees to the reasonable rules and regulations of the Employer in regard to punctual and steady attendance, conduct on the job, and all other reasonable rules and regulations established by the Employer.

B. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the plant and in caring for equipment.

C. The Union agrees to cooperate in correcting inefficiencies of members, which might otherwise necessitate discharge.

D. The Union recognizes the need for improved methods and output in the interests of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

E. The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

F. The Company shall provide a voluntary, annual physical examination to each employee.

G. One Union steward shall be allowed to use a phone during working hours for a reasonable period of time, solely for the purpose of consulting with UFCW Local 876 officials. Such privilege shall not be abused and is subject to prior approval of the employee's foreman or supervisor.

H. Employees shall have the right to review their personnel files at reasonable times. Discipline, which is more than two (2) calendar years old, shall not be used for purposes of progressive discipline. Nothing in this Article shall be construed to limit the Company's right to maintain disciplinary records in an employee's file indefinitely.

Article 23- General

A. Notwithstanding anything herein to the contrary, past practice as to coverage of employee shall prevail, and the Employer shall take no action that shall circumvent or attempt to circumvent the Union representative of the employees who have been represented, and are presently represented by the Union.

B. It is agreed that in the event any article, section or clause hereof shall be deemed invalid under applicable law or regulations that the various remaining articles, sections and clauses of this Agreement shall be deemed to be severable and of continuing effect insofar as they shall not be affected thereby.

C. Use of the male gender herein shall, except as context required otherwise, be deemed to include the female gender.

D. The Employer shall provide a bulletin board or other space in each plant, satisfactory to the Employer for the posting of copies of this Agreement, Union Rules and such other approved notices.

E. The Union shall supply the Employer with one (1) Union plant card, which shall be displayed on the premises. Such card shall remain the property of the Union and shall be surrendered to the Union upon demand.

F. In the event the Employer introduces a new or changed technology which affects the work of employees covered by this Agreement and which requires additional knowledge and skill, such employees will be given a fair opportunity for training so as to acquire such knowledge and skill. The Employer will furnish the instruction, material and equipment necessary for any such re-training free of charge to such employee, and they shall be paid at their prevailing rate of pay during such training period. The seniority provisions of this Agreement shall apply in the event of layoff or reduction of hours caused by technological change.

In the event the Employer establishes new job classifications as a result of technological change, it shall advise the Union and negotiate with the Union regarding rates of pay for such classifications.

G. No employee covered by this Agreement shall be requested or required by any representative of the Employer to be the subject of a Polygraph (lie detector) test for any reason whatsoever, nor

shall the results of any Polygraph test opinion based there on be relied upon by the Employer or be admissible in any arbitration or judicial proceeding for any purpose whatsoever.

H. The Employer and the Union shall not unlawfully discriminate against any employee for reasons of sex, age, race, religion, creed, color, national origin, or Union activity.

I. Creation of a Labor Management Forum to convene three (3) times per year to openly discuss various topics and to suggest resolutions to problems.

J. All language referencing ten (10) hour shifts shall remain inoperable until such time the company approaches the Union to reinstate ten (10) hour shifts. At that time, the Company agrees to meet with the Union to discuss and revise the contract as it shall apply to the change in all pertinent areas.

Article 24 - Expiration

This Agreement shall be effective on, the 29th day of October 2023 and shall continue in full force and effect to and including October 30, 2027, and thereafter from year to year unless either party serves notice in writing upon the other at least sixty (60) days prior to said expiration date or any anniversary thereof that such party desires to terminate this Agreement. It is agreed, however, that where no such termination notice is served and the parties desire to continue this Agreement, each party may serve upon the other a notice, at least sixty (60) days prior to said expiration date or any anniversary thereof, advising that such party desires that the parties change or revise designated provision of this Agreement. Pending negotiations on such proposed changes or revision, or pending effectuation of changes or revisions, which may in fact be negotiated, this Agreement shall continue in full force.

FOR THE UNION:

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 876

FOR THE EMPLOYER:

ADHESIVE SYSTEMS, INC.

/s/ Nathan Clark

/s/ Dylan Hill

9/19/2023

(Date)

9/19/2023

(Date)

Appendix A – Wages/Bonuses

- Minimum Hire Rate:

11/1/2019	11/1/2020	11/1/2023
\$11.00	\$11.60	\$13.60

- A signing bonus of \$750 plus \$100 per year of service over 10 years, paid out two (2) weeks after ratification for all bargaining unit employees.
- All bargaining unit employees will receive a \$1.00/hour raise in base pay effective at ratification.
- All bargaining unit employees will receive a \$0.75/hour raise in base pay effective November 1, 2024 – 2nd year of contract.
- All bargaining unit employees will receive a \$0.75/hour raise in base pay effective November 1, 2025 – 3rd year of contract.
- All bargaining unit employees will receive a \$0.50/hour raise in base pay effective November 1, 2026 – 4th year of contract.
- **Note:** Base pay does not include and is not impacted by job premium pay or shift premium.

Shift Differential - \$0.50 per hour for midnight shift
\$0.50 per hour for afternoon shift

There are three (3) job classifications:

1. **Process Maintenance** – receives three dollars and fifty cents (\$3.50) per hour premium.
2. **Shipping/Receiving** – receives a two (\$2.00) dollar per hour premium for day shift only.
3. **Production Operator** – (all other Union employees) will be cross trained to perform mixing duties, packaging duties and housekeeping duties as needed and instructed by management.

Shift premium will be paid only to personnel whose normal shift for the week is the afternoon or midnight shift.

Shift premium will be paid for all hours worked (including overtime) by afternoon and midnight personnel.

Shift premium will not be paid to personnel from the day shift working overtime on the afternoon or midnight shift.

Employees will be placed in their position based on their performance and experience with the position.

Employees will be cross trained on all positions for the purpose of substituting for another employee in their absence or because of the business necessity at the moment.

An employee cannot refuse to be reassigned to another position. If the employee is unhappy with his assignment, he must finish his shift assignment and file/follow the grievance procedure. Work refusal will result in a three (3) day suspension.

This clause shall not be used as punishment or retaliation by management toward any Union member. If the employee believes the reassignment is a retaliation by management, they may submit a grievance and follow the dispute procedure in Article 5 of the contract.

Pay Rate Appendix

ASI has the right to move a person to a lower paying job if management determines they cannot perform their current job proficiently. ASI retains the right to assign workers to the various production classification jobs as it sees fit, or to rotate these positions. ASI maintains the right to assign an operator to any job classification as needed to fill absences.

ASI may hire a new worker in any job classification at any pay rate as long as they are not paid more than any existing worker in that classification, or if all existing workers in that classification are increased to the new rate.

At management's discretion, a Union employee may be designated as a Lead Operator. This person will have additional responsibilities including directing the work of other Union employees in the supervisor's absence. This position will be voluntary and will include a one dollar and fifty cents (\$1.50) per hour rate increase above their normal rate during the period they are actually filling in for the supervisor. The Lead Operators position will be offered to the employee management feels will best fill the position and does not have to go to the most senior employee.

No employee will have their current pay rate reduced as a result of this contract.

Bonus Programs

Fiscal Year End Bonuses: Fiscal Year End Safety Bonuses shall be paid no later than March 1st of the following year, however eighty-five percent (85%) of Year End Safety Bonus to be paid before Christmas.

(a) **Safety:** Every month where there are no lost time accidents by (or caused by) an ASI union employee, each employee will receive a bonus of fifty (\$50) dollars.

At the end of the fiscal year (February 1) if there are no lost time accidents by (or caused by) an ASI union employee during the year, ten thousand dollars (\$10,000) will be split among all ASI

union personnel. For every lost time accident during the year, three thousand dollars (\$3,000) will be deducted from the total amount of the bonus. Employee's share is pro-rated based on the months worked during the year. Anyone who received a written warning during the year for failure to follow a safety related rule gets half of their share. Anyone suspended during the year for failure to follow a safety related rule gets no share.

(b) **Off-Spec Product:** Off-Spec to mean anything not passed by QC for finished goods warehouse (AKA: re-melt, re-work, or waste). For every 3,000 lbs. of bad material produced, and it is determined that union employee(s) by some human intervention or mistake helped cause the 3,000 lbs. of bad material to be produced, ten dollars (\$10) will be deducted from both the productivity and the housekeeping bonus.

(c) **Monthly Productivity:** $\$0.015 \times (\text{Lbs. good product per day} - 32,000)$.

(d) **Housekeeping:** Busted raw material bags have been and continue to be a major issue for ASI. Raw materials spilled on the floor are a detriment to:

a. **Money** – Raw materials spills are costly-each spill represents money lost to everyone at ASI.

b. **Safety** – Raw material spills on the floor cause the floor to be slippery and represent a safety hazard.

c. **Housekeeping** – Raw material spills on the floor cause the plant to be dirty. Because of these issues, busted raw material bags and spills will no longer be tolerated. There must be greater care taken when handling raw materials with the forklift and any other matter that raw materials may be handled. All busted raw material bags must be immediately fixed/taped shut and reported to the shift supervisor. In addition to the raw material issue, the plant must also continue to remain clean up to its current 95% score standard. If these housekeeping standards and scores are met during any given month, a fifty-dollar (\$50) bonus will be paid out to each union employee. If they are not met, no money will be paid out for that month. Four stations located within the plant shall consist of a roll of tape, broom, dustpan, and shrink wrap. If fully staffed, all cleanups will be done within a half hour.

(e) **Monthly Attendance:** If during any month a union employee is on time for his shift, stays at work for the whole shift and if a personal day is taken, that employee gives his supervisor a 24 hour notice of his desire to take a personal day, a fifty (\$50) bonus will be paid out to that union employee each month. If a personal day is taken without 24 hr notice given, the union employee will be paid for the personal day but will not receive the monthly attendance bonus. Vacation days will not be counted against the employee/bonus.

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YOUR WEINGARTEN RIGHTS

You have the right to representation by a union steward or union representative during any conversations with management that may lead to discipline. Management is not obligated to automatically provide you with representation, or even inform you of this right.

YOU MUST ASK FOR THIS REPRESENTATION. Once requested, the law requires the company to provide you with representation, or they must end the interview.

UFCW 876 Union Hall

26495 American Drive

Southfield, MI 48034

1-800-321-6406

Membership Records

1-800-321-6406 x. 8634

Instagram

@ufcw876

Organizing Department

1-800-321-6406 x. 8601

Facebook

Facebook.com/UFCW876

Financial Wellness Center

1-800-321-6406 x. 8645

X (Twitter)

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Website

www.ufcw876.org

President Dan Pedersen

Secretary-Treasurer Stephanie Villalpando

Recorder Margaritte Thomas