



Southern Indiana Base Business

2021-2026

between

Office Committee Union

and

Cummins Inc.

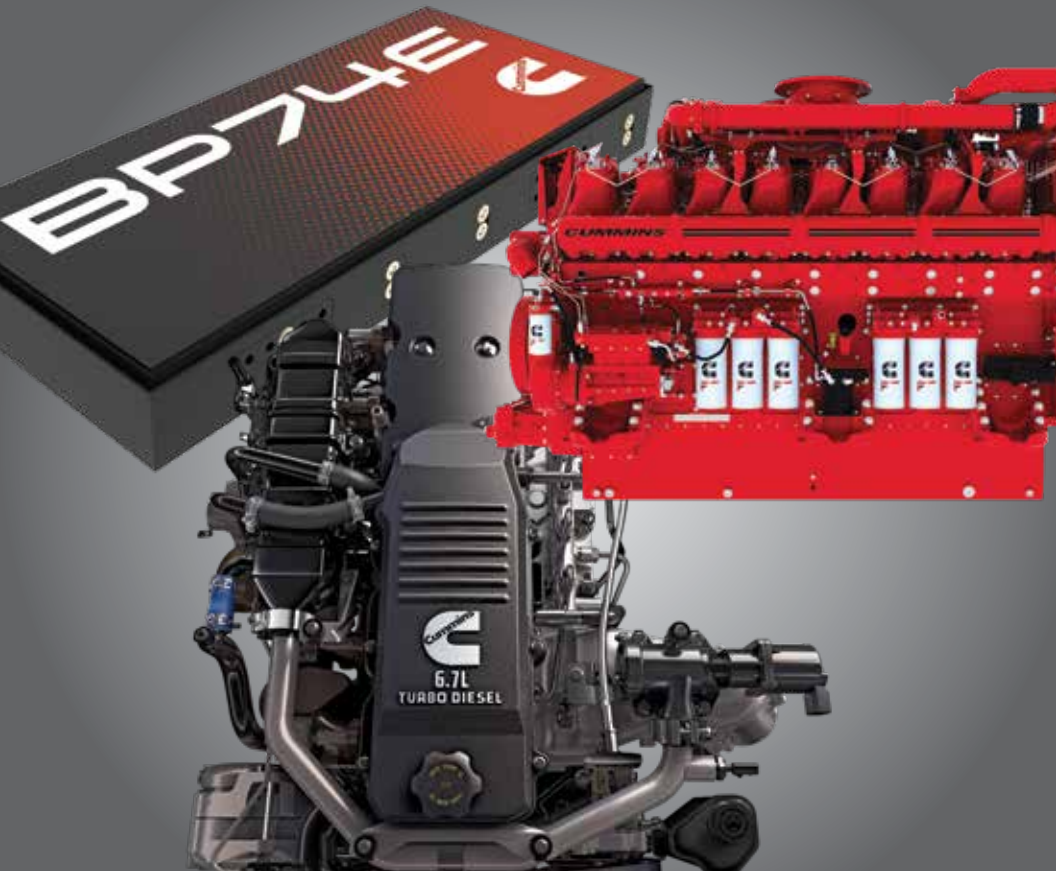


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Agreement

THIS AGREEMENT made effective on May 2, 2021, at 11:00 PM by and between CUMMINS INC., hereinafter referred to as the "COMPANY", and the OFFICE COMMITTEE UNION, hereinafter referred to as the "UNION", constitutes the entire AGREEMENT between these parties in regard to the terms and provisions governing wages, hours and working conditions.

This Agreement may be changed only in accordance with provisions set forth herein or by mutual agreement between the parties reduced to writing and signed by representatives of the parties, authorized to participate in collective bargaining.

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after this exercise of those rights and opportunities are set forth in this Agreement.

It is mutually understood and agreed that any federal or state legislation or governmental regulation in effect, or which may be enacted or issued, and which may be contrary to any provision of this Agreement, shall cancel such provision in conflict therewith, but shall not affect the other provisions of this Agreement.

Article 1 Statement of Purpose

The general purpose of this Agreement is to promote the mutual interests of the parties and to provide for the operation of the Company's business under methods which will further the economy and efficiency of the operation, the realization of maximum quantity and quality of performance, the elimination of waste, the protection of property and the avoidance of interruptions to production to the extent that the employees and the Company will benefit.

The successful operation of the Company's business is hereby declared to be of mutual interest, and both parties hereto desire to preserve, promote and improve industrial and economic relationships, safety, cleanliness, economy, and to improve and increase the quality and quantity of work done.

It is expressly understood that this Agreement, when executed, shall supersede any past Agreements, policies and practices which conflict with the provisions herein contained and these provisions shall be binding upon the parties hereto.

Article 2 Recognition

- A. Pursuant to National Labor Relations Board certification, the Company recognizes the Union as the sole and exclusive collective bargaining representatives for all office clerical employees, plant clerical employees, occupational health technicians, technical employees, drafting employees and mechanical employees (including equipment attendants and maintenance employees specifically assigned in the office bargaining unit), located at the Company's operations in Columbus, Walesboro, and Seymour, Indiana.
- B. But excluding all production employees, production related maintenance employees, boiler attendants, guards, executive, administrative and professional employees (commonly referred to as exempt employees), confidential employees, supervisors as defined by the National Labor Relations Act, and all other employees.
- C. In the event that in the future, the Company builds, buys or leases a new facility, whose primary purpose is to house the jobs defined in Article 2 Section A of this section and article, within the area from which the present work force is drawn in which there is no recognized collective bargaining representative, it is agreed that the Union shall represent the employee(s) assigned to jobs defined in Article 2 Section A of this section and article.

D. If the company establishes a new business within the area from which the work force is drawn, and the Union is selected by an appropriate number of employees within that new business to represent them, the provisions of this Agreement will not apply. Rather, a separate agreement will be negotiated and submitted to those employees for ratification.

“New business” is defined as operations within the area from which the workforce is drawn in which goods and/or services are manufactured or performed which were not manufactured or performed as of June 22, 1987, by persons represented by the Union.

E. All current Union maintenance assignments shall remain as presently assigned.

Article 3 Non-Discrimination

Neither the Company nor the Union shall discriminate against any employee because of that employee’s race, color, religion, union affiliation, creed, gender, gender identity and/or expression, age, national origin, disability, sexual orientation, citizenship, veteran status, or other status protected by law.

Article 4 Management Rights

Section 1 Overview

- A. It is agreed that the rights of management of the Company include specifically, but are not limited to the following:
1. The determination of location and number of work areas;
 2. The determination of products to be manufactured and services to be performed;
 3. The standards of quality to be maintained and the workmanship required;
 4. The scheduling of production, establishing hours of work and determining shift starting and quitting times;
 5. The type and quantities of supplies, machines, tools and equipment to be used;
 6. The methods, processes and means of performing clerical functions, machining, assembling, servicing and repairing products;
 7. The control of all design and engineering determinations;
 8. The purchase, control and use of raw materials, and the choice and purchases of supplies and goods to be used;
 9. To temporarily assign executive, administrative or professional personnel to perform unit functions in cases of emergency, for instruction purposes, or when a qualified bargaining unit member(s) is not available;

10. To establish reasonable rules of conduct and policies including, but not limited to, policies governing attendance;
11. To relieve employees from duty because of lack of work or other legitimate reasons;
12. To establish disciplinary action procedures;
13. To introduce changes in methods, positions or facilities;
14. To establish reasonable production standards;
15. To discontinue any or all operations including the total cessation of business;
16. To generally manage the Company's business as it deems best, not in conflict with the provisions of this Agreement.

The above rights are among those vested exclusively with the Company and as such, are not subject to the grievance or arbitration procedures of this Agreement.

Section 2 Direction

The Company shall also have the exclusive right to direct its employees, including but not limited to, the right to hire, promote, demote, transfer, discharge or discipline for cause.

Section 3 Non-Exclusivity/Permanence

It is agreed by the parties that when any job or task performed by a non-unit employee is absorbed by jobs performed by Union represented employees or is assigned to Union represented employees, such jobs or tasks will not be considered as either the permanent or exclusive assignment of such tasks to the Union.

Section 4 Technology

A. The Company and the Union understand that the continued viability of the Company's business and its capacity to provide jobs depends on the Company's capacity to compete in a world market, selling a top-quality product at competitive prices which will, in turn, provide a profit. It is understood that this will require the purchase, installation and utilization of equipment, machinery, and office, industrial engineering and research technology of all sorts. It will also require changes and improvements in the methods, processes or means of performing work. It will require the cooperation of the Union and the Company in support of these changes and improvements.

Accordingly, the parties agree as follows:

1. This Agreement contains no restrictions or limitations on the Company's right to adopt or introduce any technological improvements.
2. There is no restriction on the types and/or quantities of supplies, machines, tools or equipment to be used, or on the methods, processes or means of performing the work of the Company.
3. There is no restriction on who uses technology.

Section 5 Limitations

The Company construes and the Union recognizes that the only limitations upon the Company's right to manage the business are those rights as specifically abridged or modified by this Agreement arrived at through the process of collective bargaining.

Article 5 Union Membership

Section 1 Membership Orientation

The Company agrees to provide time during onboarding for a Union representative(s) to introduce the Union and provide information about Union membership. For employees who are interested in learning more about Union membership, the Company agrees to provide a one (1) hour period for the employee to visit the Union hall to collect additional information.

Section 2 Payroll Deductions

The Company agrees to make weekly payroll deductions for Union membership dues upon presentation by the Union to the Company of a written authorization signed by an employee who is a member of the Union. Such authorization form must comply with federal, state and local laws. The Company may reject illegal forms.

One time each week, the Company shall deposit the deducted Union dues at a financial institution in Columbus, Indiana designated by the Union. The deposit receipt shall be sent to the Treasurer of the Union.

Section 3 Dues

All active Union members will be required to pay, and the Company authorized to deduct, dues from the equivalent of fifty-two (52) pay checks each calendar year. The following categories of Union members will be excluded: those on layoff due to reduction of work force or on leaves of absence.

Section 4 Indemnification

In consideration of the Company entering into this Agreement, the Union hereby agrees to indemnify the Company and hold it harmless from any and all claims, liabilities or costs of the Company which arise out of the collection of membership dues.

Section 5 Repeal of Indiana Code 22-6-6

If Indiana's Right to Work law (which currently is found at Indiana Code 22-6-6) is repealed and there is no other legal impediment to doing so, then the Union and Company agree to negotiate pertinent changes relative to the Union Security clause.

Article 6 Union Representation

Section 1 Union Structure

Employees shall be represented by Union representatives as follows:

A. Bargaining/Negotiation Committee

The Bargaining/Negotiation Committee shall have five (5) members or a ratio of one (1) for each four hundred (400) bargaining unit members, whichever is greater. The Bargaining/Negotiation Committee will be the Union representatives with which the Company will bargain collectively in Company/Union meetings including contract negotiations.

B. Area Representatives

1. The total number of Area Representatives shall be based on a ratio of 1 for every 100 OCU members or fraction thereof with a minimum of 12. It shall be at the Executive Board's discretion to add or remove Area Representatives for the portion over 100. The number of Area Representatives shall be based on the ratio stated above with a minimum of one additional Area Representative for each night shift and weekend shifts.
2. The method of selection of Bargaining/Negotiation Committee members and Area Representatives shall be determined by the Union but will in no way interfere with the performance of the employees or the operations of the Company.

Area Representatives may be elected on Company premises, but not during working hours.
3. The five (5) member Bargaining/Negotiation Committee and Area Representatives must be Union members in good standing.
4. The Union shall inform the Labor Relations Department of any change in Bargaining/Negotiation Committee members and Area Representatives.

Section 2 Officials

- A. The Bargaining/Negotiation Committee members shall be designated as full-time Union officials. These full time Union officials shall not have position assignments, except for record and pay purposes, and shall be assigned in a designated department name and number which shall be administered by the Labor Relations Department. For record and pay purposes, each one shall be assigned to the same level and position he/she held at the time of his/her election unless he/she successfully bids to another position. Upon completion of serving elected term(s) as a full time Union official:
1. If the Bargaining/Negotiation Committee member is still assigned to the position held at the time of his/her election, he/she shall be returned to that position. If that return results in a decision by the Company to remove another employee from the position, the employee who will be made available is the one originally who replaced the Bargaining/Negotiation Committee member or the employee who subsequently replaced that employee.
 2. If the Bargaining/Negotiation Committee member successfully bids to a different position during his/her term of office, he/she shall be returned to that position. If that return results in a decision by the Company to remove another employee from the position, the employee who will be made available is the one who was selected through the posting procedure to replace the Bargaining/Negotiation Committee member or the employee who subsequently replaced that employee.

3. If the Bargaining/Negotiation Committee member's position was abolished, he/she shall be placed on a position, which he/she is qualified to perform, in the same level.

Full-time Union officials shall not have loss of pay from regularly scheduled working hours while performing Union activities.

- B. An Area Representative may perform the following Union activities on Company premises during his/her regularly scheduled working hours without loss of pay:

1. Handle grievances which originate in the area representative's designated area in accordance with Article 7, Problem Solving/ Grievance Procedures. "Designated area" means the area of responsibility assigned to the Area Representatives by the Executive Board.
2. Attend disciplinary meetings with management representatives in accordance with Article 18, Discipline and Discharge, when an employee in the Area Representative's designated area is involved.
3. An Area Representative shall not handle or assist with grievances or discipline cases of employees who are not part of his/her designated area except by mutual agreement between the Union Board and Labor Relations.
4. An Area Representative will assist in creating a positive working atmosphere and the resolution of difficulties within their designated area of representation.

- C. Area Representatives shall not perform any other Union activity during their regularly scheduled working hours and shall not leave Company premises on Union business during their regularly scheduled working hours. An exception to this provision may be made by agreement between the Union president and the Labor Relations Department.

Section 3 Procedures

- A. Each Bargaining/Negotiation Committee member shall report to the supervisor/coach of the department/team being visited and inform him/her of the reason for the visit.

- B. Each Area Representative shall report to his/her supervisor/coach before leaving his/her assigned department/team, shall report to the supervisor/coach of the department/team being visited, and inform him/her of the reason for the visit, and shall report to his/her supervisor/coach upon return to his/her own department/team. Each Area Representative shall provide a written record (on a form provided by the Company) to his/her supervisor/coach, weekly, of all time spent on Union activities showing Company paid Union time.

- C. The Union agrees that the Union activities of each Union representative shall be in compliance with the provisions of this article and recognizes the Company's right to control time off work for Union activities by requiring each employee elected or appointed as a Union representative to comply with the provisions of this article.

- D. Area Representatives will attempt to arrange time away from their positions for Union activities at such times as to cause the least inconvenience within their departments/teams or within any other department/team in which they carry out their Area Representative responsibilities.

Section 4 Non-Solicitation

Union representatives shall not solicit grievances.

Section 5 Company Paid Union Time

Company paid union time shall be counted as hours worked for the purpose of computing benefits and overtime.

Section 6 Area Representative Seniority Rights

Each Area Representative with six (6) or more months of bargaining unit seniority will hold seniority rights over all the employees in the area the employee represents.

In the event the position of an Area Representative is abolished for reasons other than reduction in force, an Area Representative may displace the least senior employee in the employee's jurisdiction, in the employee's job classification on a position which the employee is qualified to perform. The displaced employee will be considered an available employee, however, if the Area Representative cannot displace within their area, the employee will be made available.

Article 7 Problem Solving/Grievance Procedure

Section 1

The Union and the Company agree to support the business with a commitment to joint problem solving. Every attempt will be made to resolve employee disagreements and Union/Management disagreements by using a consensus problem solving process prior to entering the grievance procedure. Any employee may involve his/her Area Representative in the problem-solving process. The parties agree to schedule a problem-solving session within three (3) working days of the time an employee requests a problem-solving session. A response to the question raised in the problem-solving session will be given to the employee within three (3) working days after the session. Resolutions reached through the problem-solving process shall be non-precedent setting.

Section 2 Definition

- A. The term “grievance” as used in this Agreement is defined as a written complaint of an employee(s) or the Union alleging failure of the Company to comply with a specific provision of this Agreement not excluded from this grievance procedure.
- B. A grievance, to be recognized, must be brought to the attention of the Company (at Step 2) within three (3) working days of receiving the problem-solving step answer.

A grievance not starting at the problem-solving step, to be recognized, must be brought to the attention of the Company (at Step 2 or 3) within five (5) working days of the occurrence of the alleged violation, or within five (5) days of knowledge of the occurrence of the alleged violation in cases where the employee or Union had no way of knowing of the occurrence within five (5) days.

Section 3 Procedure

A. Step 2:

If the issue is not satisfactorily resolved at the problem-solving step, the employee and the Area Representative may advance the problem to Step 2 by submitting a grievance in writing within three (3) working days following the problem-solving answer.

A written grievance:

1. must be dated and signed,
2. must state the specific contract provision with which the company allegedly has not complied,
3. must have a general statement of the nature of the grievance,
4. must state the adjustment requested.

Step 2 will consist of a meeting including the Area Representative, the Chief Area Representative, the second level supervisor, the Human Resources Manager and the OCU Labor Relations Representative.

The Human Resources Manager and OCU Labor Relations Representative will give the Company answer on the grievance in writing within two (2) working days of the grievance meeting.

Union grievances will start at Step 2.

B. Step 3:

If the grievance is not satisfactorily resolved at Step 2, the grievance may be appealed to Step 3. The union must notify the Company in writing of its appeal within five (5) working days following the Step 2 answer. The Step 3 meeting will be established at a mutually agreeable time. The grievance will be presented by the Vice President of the Union and any members of the Bargaining/Negotiation Committee or their designated representatives. The grievance will be presented to the OCU Labor Relations Representative and the management representative(s) with overall responsibility for the bargaining unit area and the appropriate Human Resources representative.

If no solution acceptable to the parties is worked out, the OCU Labor Relations Representative will then give the Company's final position to the Union in writing. This written answer will be made within five (5) working days of the meeting.

1. Medical claim grievances and grievances related to the attendance system and discipline/discharge shall start at Step 3.
2. Grievances related to job classifications shall start at Step 3.

Section 4 Appeal Process

- A. If the Company's answer at the conclusion of Step 3 is still unsatisfactory to the Union, the grievance may be appealed to arbitration as provided in Article 8 of this Agreement.
- B. If the Company's answer at any step is not appealed within the established time limits for that step, that answer shall be deemed accepted and shall be final and binding.
- C. In the event the Company representative, at any step of the grievance procedure, fails to meet the established time limit for submitting an answer, the grievance will automatically advance to the next step.
- D. Time limits may be extended only by mutual agreement between the parties involved in the step in question.

Section 5 Limitations

Any grievance filed prior to May 2, 2021 will be processed and resolved under the terms of the Agreement in effect at the time of the alleged violation. The implementation of the settlement shall not set a precedent if in conflict with the terms of the current labor agreement.

Article 8 Arbitration

Section 1

In the event the grievance is not satisfactorily resolved at Step 3 of the grievance procedure, the Union may advance the grievance to arbitration.

The Union must notify the Company in writing of its intent to arbitrate a grievance within fifteen (15) working days of receiving a written Step 3 answer.

Section 2

After receipt of written notice, the Company and the Union will jointly request the Federal Mediation and Conciliation Service to supply a panel of arbitrators from which the parties may select a mutually agreeable arbitrator. If either party determines that an entire list is unacceptable, additional lists may be requested. The arbitration proceedings will be in accordance with the rules of the Federal Mediation and Conciliation Service.

The parties shall cooperate with each other in expediting the arbitrator selection and grievance scheduling process with their mutual goal being to try a grievance within six (6) months after it is appealed to arbitration.

Section 3

The failure of the Union to appeal a grievance to arbitration within fifteen (15) working days after receiving the Company's written final answer will be considered as an acceptance of the Company's answer.

Time limits may be extended by an additional five (5) working days only by mutual agreement between the parties.

Section 4

The fees and expenses billed by the arbitrator, the rent of the hearing room, the cost of the Federal Mediation and Conciliation Service will be borne equally between the Company and the Union.

Section 5

The expenses of each witness and the compensation of any assisting witness for either side will be paid by the party producing the witness.

Section 6

The arbitrator may interpret this Agreement and apply it to the particular case presented to him or her, but he or she will have no authority to add to, subtract from, or in any way modify the terms of this Agreement.

Section 7

The Company and Union agree the decision of the arbitrator shall be final and binding on both parties.

Section 8

When a case is referred to the arbitrator, both the Company and the Union may submit to him or her in writing such information as they may desire bearing on the facts in the case. Both parties will seek the timely resolution for all grievances referred to arbitration and will cooperate in the diligent prosecution of such cases. The hearing will be conducted at the arbitrator's earliest convenience.

Where the parties do not agree to a request for an "instant ruling", the arbitrator will be required to render his/her decision in writing as soon as possible and within the time limits agreed to by the parties.

Section 9

Any award of the arbitrator shall not be retroactive in any case more than five working days prior to the time such grievance was presented at the appropriate initial step of the grievance procedure.

Section 10

If the Company or Union cancels a hearing, the canceling party pays for canceling the hearing unless there is a situation beyond the control of either party.

Article 9 No Disruption of Production

Section 1 No Strike

- A. The Union agrees that it will not cause or permit its members to cause or participate in any interference with the operations of the Company's business during the term of this Agreement, including strike, sympathy strikes, picketing, slow down, or stoppage of work of any kind.

- B. The Company shall have the right to discipline up to and including discharge any employee who is proven to have instigated, participated, or given leadership to any of these prohibited activities, and the employee shall not have recourse to the grievance and arbitration procedure when discipline is for such cause. However, the Union may question the fact of instigation, participation, or leadership through the grievance and arbitration procedure.

Section 2 No Lockout

The Company agrees that there shall be no lockout during the term of this Agreement. The prohibition of a lockout does not prevent Management from closing all or part of the plant for business reasons.

Article 10 Classifications

Section 1 Job Classifications

All Union represented positions will be categorized into one of the job classifications below:

Non-Technical	Technical
Analyst	Technical Support Specialist
Associate	Skilled Trades Technician
Associate Specialist*	Engineering Associate
	Trades Associate

***Associate Specialist is limited to higher-level administrative, direct materials, technical documentation positions, and Occupational Health Technicians. The administrative position must report to a member of the Cummins Leadership Team or other senior leadership structure as modified at the Company's sole discretion**

Section 2 Selection Process

All Associate positions will be filled using selection by qualifications through an interview process.

All Analyst, Technical Support Specialist, and Technician positions will be selected by bargaining unit seniority.

Section 3 Work Assignments

It is acknowledged that the overriding purpose of all bargaining unit jobs is to meet the Company's customer/business needs. In order to best accomplish this purpose, the Company and the Union agree that:

- A. Work within the unit may be assigned at any time to any bargaining unit member without regard to that employee's position. Work assignments for individual employees may be changed to other employees within the bargaining unit, on a temporary or permanent basis.

Exempt work may be assigned at any time to bargaining unit members.

Additionally, the parties recognize that tasks normally performed by exempt employees often involve the performance of tasks that bargaining unit members also perform and/or involve the use of tools, equipment, machinery, etc., that bargaining unit members may also use. At any point in time, exempt and bargaining unit members could be performing the same tasks at the same time. It is understood that the performance of such tasks will not be done for the purpose of displacing bargaining unit members, or as replacements for laid off bargaining unit members, or to permanently reassign work normally performed by bargaining unit members.

- B. The overall work assignment and performance expectations for each individual employee will be defined by the supervisor and discussed with the employee. Work assignments and work expectations shall be documented in work plans. Employees are expected to keep current with the changing requirements of the business and their work.

If an employee is not able to meet the work requirements, the supervisor shall address the performance per Article 25.

Article 11 Hours and Overtime

Section 1 Hours of Work

A. Five (5) eight (8) hour workdays

Eight (8) hours per day and forty (40) hours per week shall be the normal hours of work. The established workweek shall begin at 11:00 p.m. Sunday each week and end at 11:00 p.m. the following Sunday. An employee's established workday shall consist of twenty-four (24) consecutive hours commencing four (4) hours before the starting time of the employee's regularly scheduled shift.

The first shift shall:

1. Be any shift with a scheduled starting time from 4:00 a.m. to 12:00 noon,
2. Include eight (8) hours of work excluding lunch period.

The second shift shall:

1. Be any shift with a scheduled starting time from 12:00 noon to 8:00 p.m.,
2. Include eight (8) hours of work excluding lunch period.

The third shift shall:

1. Be any shift with a scheduled starting time from 8:00 p.m. to 4:00 a.m.
2. Include eight (8) hours of work excluding lunch period.

B. Four (4) ten (10) hour work days; regular weekly schedule;
Monday through Thursday

The first shift shall:

1. Be any shift with a scheduled starting time from 4:00 a.m.
to 12:00 noon.
2. Include ten (10) hours of work including a paid lunch period.

The second shift shall:

1. Be any shift with a scheduled starting time from 2:00 p.m.
to 10:00 p.m.
2. Include ten (10) hours of work including a paid lunch period.

Overtime will be calculated at 1.75 times the employee's straight time hourly rate of pay (including applicable weekend premium, shift premium, and Team Leader pay) for all hours worked over 40 hours for employees working four (4) ten (10) hour workdays.

C. Three (3) twelve (12) hour work days; regular weekly schedule;
Friday through Sunday

The first shift shall:

1. Be any shift with a scheduled starting time from 4:00 a.m.
to 12:00 noon.
2. Include twelve (12) hours of work including a paid lunch period.

The second shift shall:

1. Be any shift with a scheduled starting time from 4:00 p.m.
to 12:00 midnight.
2. Include twelve (12) hours of work including a paid lunch period.

Pay for three (3) twelve (12) hour workweeks will be adjusted to a higher rate for that shift to equal 40 hours pay for 36 hours worked.

Overtime will be calculated at 1.75 times the employee's straight time hourly rate of pay (including applicable weekend premium, shift premium, and Team Leader pay) for all hours worked over 36 hours for employees working three (3) twelve (12) hour workdays.

Two (2) times the employee's straight time hourly rate of pay (including applicable weekend premium, shift premium, and Team Leader pay) will be paid for all hours worked on a contractual holiday.

D. Employees working a shift different from their permanent shift assignment shall be paid according to the wage applicable to the permanent shift assignment or according to the wage applicable to the shift worked, whichever is greater.

E. Flexible working hours - Flexible working hours are defined as any deviation from the regularly scheduled workday which is approved in advance by the Supervisor.

Employees who have flex hours approved must work 38 hours within the week or an occurrence will be charged.

Section 2 Time and One-Half

One and one-half times the employee's regular straight-time hourly rate of pay will be paid for all hours worked over forty (40) in a work week and for hours worked on a Saturday shift if the employee has worked all regularly scheduled hours during the work week (except as provided in Section 1 B, Section 1 C, and Section 5 of this Article).

Section 3 Double Time

Double the employee's regular straight-time hourly rate of pay, shall be paid for all hours worked on any Sunday shift, if the employee has worked all regularly scheduled hours during the work week (except as provided in Section 1 B, Section 1 C, and Section 5 of this Article).

Section 4 Overtime Avoidance

- A. The Company shall not, to avoid paying overtime, assign an exempt employee (as defined in Article 2) to perform regularly assigned functions of a Union represented employee or to take over an assignment of a Union represented employee at the end of the employee's shift, except as provided in Article 4, Section 1, point 9.
- B. Furthermore, the Company shall not, to avoid paying overtime, assign an individual in another labor organization within the Company to perform regularly assigned functions of a Union represented employee or to take over an assignment of a Union represented employee at the end of the employee's shift.

Section 5 Exceptions To The Normal Work Week

For exceptions to the normal work week as defined in Section 1 of this article, the following rules shall apply:

- A. An employee regularly assigned to work in necessary continuous seven (7) day operations shall be paid time and one-half only for the time worked in excess of forty (40) hours in the employee's workweek, for which overtime has not already been earned, except as otherwise provided below:
 - 1. The schedule for an employee regularly assigned to work in necessary continuous seven-day operations shall be established in writing prior to the beginning of the workweek.

2. Time and one-half shall be paid for all hours worked on the first scheduled off day in a scheduled workweek in excess of 40 hours.
3. Double time shall be paid for all hours worked on the second scheduled off day in a scheduled workweek in excess of 40 hours.
4. Time paid for a holiday to an employee regularly assigned to necessary continuous seven-day operations shall be deemed the equivalent of hours worked for the purpose of computing overtime hours provided such holidays, or the days on which they are celebrated, would otherwise have been scheduled workdays if they had not been observed as a holiday. In the event the employee works on the holiday, no more than the employee's actual hours worked will be credited toward the accumulation of hours worked for the purpose of computing overtime.
5. The Company will notify the Union one (1) month in advance of commencement of any new continuous operations for the purpose of thoroughly discussing the process for implementation and giving the business reasons for the need.
6. In discussions relating to the commencement of a new continuous operation, the Company and the Union may agree to conditions that are specific to a particular department/team, as opposed to the provisions noted above.

The conditions may include, but are not limited to, working hours, holidays, schedules, overtime, placement, attendance, etc. If both parties agree, the arrangement can be implemented without separate ratification by the Union membership. Changes desired after implementation of such an arrangement may also be negotiated by the parties and implemented in like manner.

B. The Company may decide to place a particular department/team or several departments/teams on a regular weekly schedule which is different from the normal eight (8) hours per day schedule defined in Section 1 of this Article. In that case, all pay and benefits for time not worked (including but not limited to vacation time and holiday pay) provided for under this Agreement shall, if necessary, be adjusted for the employees in the department(s)/team(s) involved to assure that they are neither adversely affected nor unjustly enriched as compared to employees who work a normal five (5) day, forty (40) hour workweek.

Section 6 Subcontracting

- A. The company may employ up to a total combination of 20% temporary/contractor workers based on the number of bargaining unit members.
- B. The company will not assign more than a total combination of 20% temporary/contractor workers to any skilled trades classification.
- C. The company will not assign more than 20% temporary/contractor workers for the total number of employees in the administrative levels, including level 3.
- D. The Company agrees to institute a tracking system for temporary employees and contractors.
- E. If a skilled trade classification has less than 20 people in that skilled trade, the company may bring in up to four (4) temporary/contractor workers.

- F. This section does not apply if work that is contracted out is done at the contractor's place of business. Furthermore, it is understood that this section does not apply to maintenance, construction, installation, and renovation work performed by outside contractors within the Company including the management and direction of such work.
- G. This section does not apply to work absorbed by or assigned to jobs performed by OCU- represented employees in accordance with the provision of Article 4, Section 3.

Section 7 Twenty-Four (24) Hour Coverage

In the event the Company designates a particular position have twenty-four (24) hour coverage, with the employee or employees covering such position using a "phone" and working from their homes outside of their normal work hours, the following conditions will apply:

- A. Employees shall be asked to volunteer to be assigned to this type of work. If a sufficient number of employees do not choose to volunteer for this type of work, the Company may require the five (5) least senior employees to perform such work on a rotating basis.
- B. When an employee is assigned to perform this type of work, the employee shall be paid Seventy Dollars (\$70.00) per week for each week the employee is required to make himself or herself available for contacts through the "phone."

- C. In addition to seventy dollars (\$70.00), an employee who is required to make himself or herself available, shall also receive a minimum of one hour's pay, or the time worked, whichever is longer, at the applicable overtime rate of pay for each call outside of regular working hours which he or she receives.
- D. If an employee receives a call outside of regular working hours and completes the work associated with that call within an hour and receives and then completes an additional call within that same hour, the employee shall not receive double compensation for the second call.

If a call is received and completed in one hour and a second call is received in that same hour but is not completed until after the end of the hour, then the employee shall be paid from the receipt of the first call until the completion of the second call. If a call is received and completed within one hour, and at the end of that first hour a second call is received which is completed during the second hour, then, the employee shall receive a minimum of one hour at the applicable overtime rate of pay for each call.

Article 12 Position Placement – Promotion and Demotion

Section 1 Available Employee Definitions

An employee will be considered as available when:

- A. The employee who works a five (5) day- eight (8) hour shift accumulates 60 working days absence or longer of any approved leave of absence within a 75 working day period, commencing on the first day of the initial approved leave of absence;
- B. The employee who works a four (4) day - ten (10) hour shift accumulates 48 working days absence or longer of any approved leave of absence within a 60 working day period, commencing on the first day of the initial approved leave of absence;
- C. The employee who works a three (3) day - twelve (12) hour shift accumulates 36 working days absence or longer of any approved leave of absence within a 45 working day period, commencing on the first day of the initial approved leave of absence.
- D. Being transferred because of a permanent physical/ medical restriction;
- E. Employee voluntarily requests removal from current position and Manager, Human Resources, and Labor Relations approves.
- F. The position to which the employee is assigned is abolished;
- G. Withdrawing from or being removed from an apprenticeship program.

Section 2 Position Abolishment

In the event management abolishes a position which will result in making an employee available, the following procedure will be used:

- A. The employees performing the same kind of work in that department/team will be given the opportunity in seniority order to become available. The company will look at bargaining unit seniority when abolishing a position unless there is distinctly different work separated within teams, within a department.
- B. An employee who volunteers to become available due to job abolishment waives the right to reinstatement.
- C. If there is no volunteer, the least senior employee performing that work in that department/team shall be made available.

Section 3 Available Employee Placement

Employees who are available at a time other than when a layoff is being processed shall be placed as follows:

- A. Available employees may participate in an intake process to determine qualifications for open positions.
- B. All available employees will be temporarily assigned for a period of up to twelve (12) weeks.
- C. During this twelve (12) week period, all available employees will be automatic bidders for all open positions for which they are qualified.
- D. Available employees are required to attend all orientations and interviews (when applicable to the job classification) for all open positions for which they are qualified and which they are automatic bidders.
- E. An available employee who fails to secure a position at the end of the twelve (12) week period will displace any contingent

or supplemental worker performing union work, provided the employee is qualified.

F. If no contingent or supplemental worker is available to displace:

1. The available employee who holds more bargaining unit seniority than either the least senior Analyst for non-technical classifications or the least senior Technical Support Specialist in the applicable trade for technical classifications will displace the least senior employee. Within the technical classifications, if no Technical Support Specialists exist within the applicable trade, the least senior Technician will be displaced.

The displaced employee who fails to secure a position at the end of six (6) weeks will be laid off.

2. Should the available employee hold less bargaining unit seniority than either the least senior Analyst for non-technical classifications or the least senior Technical Support Specialist in the applicable trade for technical classifications, the available employee will be laid off. Within the technical classifications, if no Technical Support Specialists exist within the applicable trade, the Technician classification will be utilized to determine who will be laid off.

G. An available employee's wage rate shall be maintained for a period of six (6) months from the date the employee was made available, unless the employee bids to a higher position classification.

H. Employees who bid to a lower classification during the available period will retain the higher wage rate for a period of six (6) months from the date the employee was made available.

I. At the end of the six (6) month period, the employee will assume the wage rate of the position on which the employee is placed.

Section 4 Medically Restricted Employees

After it has been determined an employee cannot be reasonably accommodated on any vacancy which is available to him/her through the placement procedure, he/she will be placed on Short-Term Disability as defined in the Group Insurance Plan. This process will be defined in a policy.

Section 5 Reinstatement Rights

When an employee is placed at a lower job classification because their job was abolished according to Article 12, the employee will have reinstatement rights as provided below:

- A. Reinstatement for Analysts, Technical Support Specialists and Technicians will be limited to vacancies at the employee's former job classification on any shift.
- B. Reinstatement for Associates will be to the position from which he/she was made available.
- C. Reinstatement rights will apply for twelve (12) months from the date the employee was made available.
- D. Acceptance of a reinstatement offer shall be voluntary; however, if an employee declines reinstatement on their original shift, the employee's pay shall decrease the following Monday to that of the job classification at which the employee is working and the employee's reinstatement rights will expire immediately.

Section 6 Effective Date of Wages

Any employee transferring to a permanent position through the posting process or the reinstatement process shall be transferred and receive the appropriate wage adjustment on a Monday no later than the second Monday after the offer was accepted.

Section 7 Relocation of Work (Poll and Draft)

When employees' positions are moved along with the work as a result of reorganization or a reallocation of work to a different department/team and/or shift or a relocation of work from one of the two (2) areas (the areas are Columbus/Walesboro and Seymour) to another, the following procedures shall apply.

- A. If the work of all the employees within a position, within a department/team on a shift is being moved, the employees will be transferred with the work.
- B. If some of the work performed by employees within a position within a department/team on a shift is being moved the employees performing that work will be given the opportunity in seniority order to transfer with the work; if there is no volunteer the least senior employee(s) performing that work will be transferred with the work.

Section 8 Procedures for Filling Vacancies on an Adjacent Shift

Once the position posting procedure has been exhausted and vacancies remain on an adjacent shift, the following procedures will be used to fill the vacancies:

- A. The Company will ask for qualified volunteers to be assigned to the work.
- B. If there are no qualified volunteers, the least senior employees who are currently performing work in that position will be placed on the vacancies remaining on the adjacent shift.
- C. Vacancies created by using the above procedure will be filled, if necessary, using poll and draft provisions in Departments/Teams which the Company designates.

Section 9 Temporary Assignments

Permanently assigned employees may be temporarily assigned on a full-time basis to work in a different department/team and/or on a different shift. These temporary assignments will be made based on ability to perform the necessary work and shall last no longer than six (6) months within a twelve (12) month period to start with the date of the first assignment.

Article 13 Seniority, Layoff and Recall

Section 1 Probationary Employee

All newly hired employees shall have a probationary period of six (6) months. During this time, they may be laid off or discharged, irrespective of length of employment. Retention of a probationary employee shall be at the discretion of the Company and is not subject to the grievance or arbitration procedures.

Section 2 Seniority

- A. The seniority of all employees, other than probationary employees, shall be established on a bargaining unit and company-wide basis. Bargaining unit seniority shall be a factor in position selection, placement of available employees, reinstatement, layoff and recall. Company-wide seniority shall be used for purposes of computing fringe benefits where applicable.
- B. Bargaining unit seniority shall include company- wide seniority to May 26, 1969, plus actual time assigned to a position within the bargaining unit thereafter for all employees who had been assigned in the bargaining unit prior to or on May 26, 1969. Bargaining unit seniority for employees entering the unit after May 26, 1969, shall include time assigned on a position with the

unit, on a confidential position, or on an approved leave of absence. Bargaining unit seniority shall be used for the purposes listed in Section 2.A above.

- C. Beginning calendar year 1996, an employee with a broken service history will receive credit for all previous Company service for vacation purposes. Credit for service for vacation purposes will be earned for each month that one (1) day is worked and for each full month while on layoff (up to a maximum of 30 months) or approved leave of absence if the employee returns to active employment at the conclusion of the layoff or leave.
- D. An employee on a parental leave of absence after December 31, 1984 who does not return to active employment shall receive retirement credit for up to 3 months.
- E. An employee on layoff or leave after January 1, 1976, who does not return to active employment with the Company at the conclusion of the layoff or leave shall earn one credit year for retirement vesting purposes if he/she had worked at least 1,000 hours in the calendar year in which the layoff or leave commenced. If an employee is on approved medical leave, he/she will earn credit for vesting and retirement benefit purposes for the period of time that he/she is on approved medical leave even if he/she does not return to work.
- F. No employee shall lose retirement service credit already earned. An employee on long-term disability which commenced prior to and continued through June 21, 1987 will receive additional retirement service credit for vesting and benefit purposes after June 21, 1987 which is no greater than the number of years and months of service he/she had as of the last day worked prior to commencement of such period of disability. Any employee who is placed on long-term disability after June 21, 1987 shall receive

retirement service credit for vesting and benefit purposes for the number of years and months on long-term disability no greater than the number of years and months of service he/she had as of the last day worked prior to the commencement of such period of disability. Return to active employment is not required for an employee on long-term disability to receive the retirement service credit specified in this paragraph.

- G. All periods of employment are used for calculating credited service for retirement vesting and benefit purposes. Each month that one (1) day is worked and each month while on an approved leave of absence or layoff (up to a maximum of 30 months) earns one-month service if the employee returns to active employment at the conclusion of the leave or layoff.

Section 3 Recall Rights

An employee shall lose all seniority and all rights to recall, in the event any of the following occurs:

- A. The employee quits or is discharged.
- B. The employee fails to respond to an offer of recall within five (5) working days of notification or after accepting an offer of recall, fails to return to work within ten (10) working days of notification unless an earlier date is mutually agreed to by the employee and the Company or a later date is specified by the Company.

The Company shall have fulfilled the recall obligation if it gives notice by certified mail, return receipt requested, to the last address filed by the employee with the Company. It is the responsibility of the employee to notify the Company of any such change in address.

- C. The employee overstays a leave of absence or is absent from work without leave for five (5) working days.
- D. The employee has been on layoff for thirty (30) consecutive months.
- E. The employee refuses the position to which they are assigned after return from leave of absence or recall from a layoff.

Section 4 Layoff Procedure

In the event of a layoff, the Company will decide the total number of employees to be laid off. The following procedure will be used to determine which employees will be laid off.

- A. Before any Union represented employee is laid off or is made available due to lay off the following procedure will be followed.
 - 1. All temporary/contractor workers will be removed per the process outlined in Article 23, Section 3 B except those excluded in Article 11, Section 6.
 - 2. All school to work employees will be removed except in the event of a Temporary Layoff where the school to work employee is working in a location unaffected by the Temporary Layoff.
 - 3. All probationary employees will be removed except in the event of a Temporary Layoff where the probationary employee is working in a location unaffected by the Temporary Layoff.
- B. The Company will decide from which classifications or positions employees will be removed and how many employees will be removed in each case. Employees will be designated for removal from either the Non-Technical classification and/or Technical classification as specified below:

C. Non-Technical:

For each affected Associate and/or Associate-Specialist, the least senior employee(s) in that position will be removed. The employee(s) designated for removal from their classification or positions will be added to the list of employees in the Analyst classification. The least senior employees in the Analyst classification, up to the total number of employees to be laid off, shall be laid off. These employees shall be ineligible to participate in the procedures listed in Section 5 below.

D. Technical:

For each affected Engineering Associate and/or Trades Associate, the least senior employee(s) in a position will be removed. The employee(s) designated for removal from their classification or positions will be added to the list of employees in the Technician classification.

Should it be necessary to reduce in the Technician/Apprentice/TSS classifications, the least senior Technical Support Specialist(s) in each apprenticeable occupation, up to the total number of employees to be laid off, shall be laid off.

After all employees from an affected apprenticeable occupation in the Technical Support Specialist classification are removed, the least senior Apprentice(s) in each classification, up to the total number of employees to be laid off, shall be laid off.

After all employees from an affected apprenticeable occupation in the Apprentice classification are removed, the least senior Technician(s) in each classification, up to the total number of employees to be laid off, shall be laid off.

Employees designated for layoff shall be ineligible to participate in the procedures listed in Section 5 below.

Employees designated for removal from their own classification or positions that are more senior than those laid off shall be considered available for placement.

- E. The Company will give the Union five (5) days notice in the event of a reduction in force and will give two (2) working days notice to an employee who is to be laid off in a normal reduction in force.

Section 5 Filling Vacancies at Time of Layoff

After it has been determined which employees will be laid off, the Company will designate any additional employees to be made available and any vacancies to be filled. The following procedure will be used to fill the vacancies and place these available employees:

These available employees will be temporarily placed while awaiting permanent placement. Article 12, Section 3 will not apply to employees who are made available at the time of layoff.

- A. These available employees will be given three (3) working days to apply for the vacancies. Selections shall be made according to the provision of Policy 14, the Posting and Selection Policy; however, the selections must be made within seven (7) working days of the end of the application period.
- B. Employees who are still available shall be placed on the vacancies which remain through the following procedure:
 - 1. Associates and Associate-Specialists who fail to secure a position at the end of the three working days will displace the least senior Analyst position for which they are qualified.
 - 2. Trades and Engineering Associates who fail to secure a position at the end of the three working days will displace the least senior Technician in the applicable trade from which the employee was made available.

3. Technician classification employees who fail to secure a position at the end of the three working days will displace the least senior TSS in the applicable trade from which the employee was made available.

If there is no TSS position in the applicable trade from which the employee is made available, the least senior Technician will be laid off.

4. TSS classification employees who fail to secure a position at the end of the three working days will displace the least senior TSS in the applicable trade from which the employee was made available, and the impacted employee will be laid off.

5. Analyst classification employees who fail to secure a position at the end of the three working days will displace the least senior Analyst, provided they are qualified, and the impacted employee will be laid off.

C. At the end of the twelve (12) week period, the employee will assume the wage rate of the position they assume.

Section 6 Temporary Layoff

A. In the event of temporary layoff not anticipated to exceed ten (10) days duration, the layoff and transfer procedures of Section 5 will not apply. If such temporary layoff exceeds ten (10) days, the layoff and transfer procedures of Section 5 shall be implemented.

B. If the Company decides that some employees are needed to work during a temporary layoff, the decisions about which employees will be laid off in each affected department/team will be made as follows:

1. The employees performing the same kind of work in that department/team on that shift will be given the opportunity to volunteer to be laid off.
2. If there is no volunteer, the least senior employee(s) performing that work in that department/team on that shift shall be laid off.

Section 7 Union Officials Seniority at Time of Layoff

The Bargaining/Negotiation Committee members, during their tenure of office, hold seniority rights over any other employee in the bargaining unit in the event of layoff or transfer resulting from reduction in force. Each Area Representative with six (6) or more months of bargaining unit seniority will hold seniority rights over all employees in the area he/she represents in the event of layoff or transfers resulting from a reduction in force.

However, in the event an Area Representative's position is abolished, he/she shall be placed within his/her area according to the provisions of Section 6 above. If an Area Representative is not qualified for any vacancy within his/her area, he/she will be placed according to his/her actual bargaining unit seniority on a vacancy for which he/she is qualified in a different area or laid off if his/her seniority is less than that of the senior laid off employee.

Section 8 Recall

When the internal placement procedures have been exhausted and the Company decides to recall an employee to fill a vacancy, recall shall be offered under the following provisions:

- A. Employees with recall rights are responsible to keep the Company informed of any education, training, applicable licenses and experience obtained while on layoff.
- B. Opportunities to qualify for recall to a vacancy requiring testing will be offered in seniority order. The senior employee who qualifies shall be offered recall. Employees must respond to an opportunity to qualify for recall within five (5) working days of notification; an employee who fails to respond within this time limit shall forfeit recall rights.
- C. Recall to vacancies not included in B above shall be in seniority order, provided the employee is qualified.

For Associate vacancies, qualifications may be assessed using interview, testing, licenses, etc. as deemed appropriate for the position.

An employee who declines recall or who does not comply with the time limits in this article shall forfeit recall rights.

Article 14 Wages and Reviews

Section 1 Wages

Effective May 2, 2021 at 11:00 p.m.; the hourly rates applicable to the various job classifications shall be as follows:

A. Entry and Maximum Wages

Non-Technical	Entry Wage	Maximum Wage
Associate-Specialist	\$26.00/hour	\$36.00/hour
Associate	\$23.00/hour	\$33.00/hour
Analyst	\$18.50/hour	\$28.75/hour

Technical	Entry Wage	Maximum Wage
Engineering Associate	\$32.00/hour	\$41.00/hour
Trades Associate	\$32.00/hour	\$41.00/hour
Skilled Trades Technician	\$30.00/hour	\$39.00/hour
Technical Support Specialist	\$23.00/hour	\$33.00/hour

Entry wages will increase by \$0.25 each year for the Analyst, Associate, Associate-Specialist, and Technical Support Specialist classifications. Entry wages will increase by \$0.50 each year for the Skilled Trades Technician, Engineering Associate, and Trades Associate classifications. The first adjustment will occur the first pay period of July 2022 and will continue for the duration of this contract.

Reference the chart below:

Entry Wages				
	July 2022	July 2023	July 2024	July 2025
Associate-Specialist	\$26.25	\$26.50	\$26.75	\$27.00
Associate	\$23.25	\$23.50	\$23.75	\$24.00
Analyst	\$18.75	\$19.00	\$19.25	\$19.50
Engineering Associate	\$32.50	\$33.00	\$33.50	\$34.00
Trades Associate	\$32.50	\$33.00	\$33.50	\$34.00
Skilled Trades Technician	\$30.50	\$31.00	\$31.50	\$32.00
Technical Support Specialist	\$23.25	\$23.50	\$23.75	\$24.00

B. Annual Increase

For 2021 only, non-probationary employees as of July 1st will earn a \$0.50 per hour base wage rate adjustment up to but not to exceed the employee's applicable Maximum Wage Level. This adjustment will be effective on the first Monday of July 2021.

C. Employee Performance and Development

All non-probationary employees who are designated by the Company as High Performers ("1's") and Solid Performers ("2's") in the 2020 annual performance review cycle per Article 25 will receive a \$500 bonus payment. Bonus payments will be made the first pay period of July 2021.

In addition, employees who are designated by the company as High Performers ("1's") in the 2020 annual performance review cycle per Article 25 will receive a \$0.25 per hour base wage rate increase. Increases will be effective the first pay period of July 2021. Designated High Performer employees who are at or above their applicable wage cap will receive a \$500 bonus payment in place of the \$0.25 per hour base wage rate increase. Bonus payments will be made the first pay period of July 2021.

To be eligible for High Performer pay in a given year, an employee must have a hire date prior to July 1st of the preceding year.

D. Pay for Performance

Pay for Performance will go into effect for the 2021 performance review cycle with the first base wage rate increases/lump sum payments effective the first Monday of July 2022.

All employees who are designated by the Company as High Performers ("1's") in a given annual performance review cycle per Article 25 will receive a 5% base wage rate increase up to their maximum wage rate for their current job classification. Employees who are at their maximum wage rate will receive a lump sum payment equal to 5% of the employee's base annual pay.

All employees who are designated by the Company as Solid Performers (“2’s”) in a given annual performance review cycle per Article 25 will receive a 3% base wage rate increase up to their maximum wage rate for their current job classification. Employees who are at their maximum wage rate will receive a lump sum payment equal to 3% of the employee’s base annual pay.

Designated employees who are deemed High Performers (“1’s”)/ Solid Performers (“2’s”) and who are at or above their applicable maximum base wage rate will receive a one-time yearly cash payment equal to their performance percentage multiplied by their yearly base salary. If an employee’s increase would exceed the maximum base wage rate for their classification; the difference will be paid out in a one-time yearly cash payment equal to the difference multiplied by two thousand, eighty (2,080) hours.

Example: (2,080 multiplied by the difference over the maximum base wage rate).

All performance pay is calculated on the employee’s base wage rate as of December 31st of the performance year.

All employees who are designated by the Company as Low Performers (“3’s”) in a given annual performance review cycle per Article 25 will receive no base wage rate increase.

Eligibility to receive all High Performer and Solid Performer pay will be determined at the sole discretion of the Company.

High Performer and Solid Performer base wage rate increases will be effective the first Monday of July following the previous year’s annual performance cycle.

High Performer and Solid Performer lump sum payments will be effective the first pay period following the first Monday of July following the previous year’s annual performance cycle.

To be eligible for High Performer or Solid Performer base wage rate increases or lump sum payments for a given performance year, an employee must have a hire date on or before October 1st of that performance year.

A \$2,000.00 one-time performance management transition incentive will be paid to all active OCU Base Business employees on record as of May 3, 2021 and who are still active employees as of October 15, 2021. Payment will be made in the October 15, 2021 payroll.

E. Wage Slotting

All experienced candidates may be “slotted” at a wage rate commensurate with the skilled candidate’s applicable and relevant experience. Each candidate will then progress according to the applicable wage progression.

The Company will pay no less than the rates per hour in Article 14 Section 1 for each job classification. The Company will provide advance notice to the Union in the event it increases the wage rate for any specific position within a job classification during the term of this Agreement.

F. Apprenticeship Wages

New Hire apprentices with no seniority will enter at a wage rate of \$26.00 per hour. The New Hire apprentice entry wage will increase by \$0.50 each year. The first adjustment will occur the first pay period of July 2022 and will continue for the duration of this contract.

Reference the chart below:

Entry Wages				
	July 2022	July 2023	July 2024	July 2025
New Hire Apprentice	\$26.50	\$27.00	\$27.50	\$28.00

Each employee entering the apprenticeship program will receive a graduating rate increase equal to the difference between the employee's current entry-level wage rate and the current entry-level wage rate of a technician.

The apprenticeship program consists of eight training periods. Raises will be based on academic or OJT completion, whichever is higher.

A \$0.50 increase will be given at the completion of each training period.

G. Team Leaders

A premium of one dollar (\$1.00) per hour will be paid to persons who are designated by the Company as team leaders.

H. Shift Premium

A premium of no less than one dollar and fifty cents (\$1.50) per hour shall be paid for regular second and third shift work. Changes to shift premium may be made by position or pay level. The Company will provide advance notice to the Union in the event it increases the shift premium for any position or pay level during the term of this Agreement.

Employees working Friday through Sunday, 36-hour workweek will receive a \$0.50 per hour weekend premium. This premium is in addition to the exaggerated pay rate for this shift.

I. Ratification Payment

A \$1,000.00 payment will be made to all Union represented employees upon ratification. Employees may request to have their ratification payment deposited into their Health Savings Account (HSA).

J. General Increase

All Union represented employees will receive a general increase of \$2.00 per hour on the Monday following ratification of the Agreement.

Section 2 Bi-Weekly Direct Deposit

During the course of this Agreement, the Company may elect to implement a bi-weekly and/or direct deposit payroll system. If implemented, this system will be mandatory for all employees. Union dues and deductions per the provisions of Article 5 shall apply to the direct deposit payroll system.

Article 15 Vacations, Holidays, and Sick Time

Section 1 Vacation Eligibility – General

- A. The vacation year shall be January 1 to December 31.
Vacation shall be paid in accordance with the provisions of the following sections.
- B. The eligibility date for determining weeks of vacation to which the employee is entitled shall be December 31 of the vacation year.
- C. Accumulated vacation pay shall be paid to all non-probationary employees upon termination of employment according to the method described in this article.
- D. Beginning calendar year 1996, an employee with broken service history will receive credit for all previous Company service for vacation purposes. Credit for service will be earned for each month that one day is worked and for each full month while on layoff (up to a maximum of 30 months) or approved leave of absence if the employee returns to active employment at the conclusion of the layoff or leave.

Section 2 Vacation Hours And Pay

Regular full-time employees will be entitled to vacation based on the following schedule:

Length of Service	Number of Hours Off for Vacation Pay*
First Year of Company Service:	
January 1st through June 30th Hire Date	80
July 1st through August 31st Hire Date	40
September 1st through December 10th Hire Date	24
1 Year through 4 Years	80
5 Years through 9 Years	120
10 Years through 19 Years	160
20 Years and Over	200

- A. Vacation pay shall be at the employee's regular straight-time base wage rate in effect at the time the hours are taken, plus applicable shift premium.
- B. To be eligible for vacation in a calendar year, the employee must be an active employee during that year.
- C. In the event an employee is called in to work a portion of the employee's time off for a regularly scheduled paid vacation, the employee shall be paid double time for all hours worked, in addition to vacation pay. A minimum of (4) hours work opportunity shall be provided.

Section 3 Vacation Eligibility While on Leave or Layoff

An employee who is on layoff or leave of absence as of December 1st of the vacation year shall be eligible for vacation pay in accordance with the provisions of this Article. Payment of such vacation pay shall be made on the second Friday in December of the vacation year, after their bank is made full. An employee receiving such vacation pay shall not be entitled to time off for vacation later in that year.

Section 4 Shutdowns

- A. If the Company schedules a complete or partial plant shutdown, employees whose departments/teams are not scheduled to work may be required by the Company to take an equivalent amount of vacation during the shutdown but in no cases will employees be required to take more than 40 hours. All other vacation time to which an employee is entitled may be taken at any time during the year convenient to the employee and the Company.
- B. The Company agrees to notify the Union in writing, thirty (30) days in advance of the proposed vacation period, insofar as possible.

Section 5 Vacation Scheduling

The Company will attempt, insofar as practical and consistent with efficient operation of the Company, to give preference as to choice of vacation time to persons with the greatest seniority.

Section 6 Vacation Period Notification

The Union recognizes that the Company will have to limit the number of persons it can release for vacation at any one time from any department/team of the Company.

Section 7 Use of Vacation

A. Waiving of Vacations

Vacations may not be waived by any employee to receive extra pay for that period except any employee entitled to one hundred sixty (160) or two hundred (200) hours of vacation may waive either forty (40) or eighty (80) hours vacation and receive the extra pay for those waived hours. All vacations must be approved in advance. Vacation must be waived in increments of forty (40) hours.

B. Vacation Usage

An employee may take all vacation a day-at-a-time or in two-hour increments with prior approval from the employee's supervisor.

C. Banking Vacation Hours and Pay

Vacation may be banked up to a maximum of 80 hours total. Banked vacation will be paid at the wage rate in effect at the time the vacation is taken. Banked vacation may not be waived; it shall be paid only at the time it is taken.

Section 8 Production Schedule and Vacation

In the event the Company's production schedule prevents the granting of vacations, the Company, in lieu thereof, will pay each employee eligible for a vacation the amount of vacation pay which the employee is entitled, with such payment to be made at the end of the first payroll period in September of the vacation year.

Section 9 Weekly Benefits and Vacation

If an employee becomes ill and qualifies for weekly benefits during a scheduled vacation, the employee shall be eligible for earned vacation time off, without pay, at a later date. The deferred time off shall be equal to the number of days covered by weekly benefits with applicable benefits pay, but shall not exceed the allowed vacation time off as described in this Article.

Section 10 Holiday Pay

A. Employees shall be paid for and not required to work on the following legal holidays: Martin Luther King, Jr. Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving, all normal working days between and including Christmas Eve and New Year's Day.

In addition to the above days, Monday, July 3, 2023 and Friday, July 5, 2024 will also be included as paid holidays.

B. The above holidays are subject to the following conditions:

1. When one (1) of the above holidays falls within an eligible employee's approved vacation period, and the employee is absent from work during this regularly scheduled work week because of such vacation, the employee shall be paid for such holiday.
2. Employees who are otherwise eligible, who have been laid off in a reduction in force during the work week prior to, or during the work week in which the holiday falls, shall receive pay for such holiday.

Section 12 Holiday Work Pay

In the event the Company requires the services of an employee on any of the holidays listed in Section 10 above, the employee will receive payment for the holiday as though the employee had not worked, plus double time for all actual hours worked. A minimum of four (4) hours work opportunity shall be provided.

Section 13 Floating Holiday

For calendar year 2021 only, each seniority employee on the payroll as of the beginning of the calendar year 2021 will be entitled to one (1) regular workday paid absence for calendar year 2021. Such day shall be scheduled by mutual agreement between the employee and the employee's supervisor. Pay for such day shall be at the employee's regular straight-time hourly rate. The supervisor shall determine how many employees may be permitted to be out of the department/team on any day.

Declined permission to be absent on any particular day is not subject to the grievance procedure.

Section 14 Sick Time

Employees will receive paid sick time to cover personal illness or to attend to illnesses in their immediate family, as well as to attend to health and wellness appointments.

For calendar year 2021 only, employees will receive thirty-two (32) hours of paid sick time.

Effective January 1, 2022, employees will receive forty (40) hours of paid sick time each calendar year.

Effective at contract ratification, paid sick time eligibility during the employee's first year of employment is as follows:

- Employees hired between January 1st and April 30th will receive forty (40) hours of paid sick time in the calendar year of hire.
- Employees hired between May 1st and August 31st will receive twenty-four (24) hours of paid sick time in the calendar year of hire.
- Employees hired between September 1st and December 31st will receive sixteen (16) hours of paid sick time in the calendar year of hire.

Paid sick time may be taken in half or full day increments.

- For employees working 5 day 8 hour shifts, paid sick time may be taken in 4 or 8 hour increments.
- For employees working 4 day 10 hour shifts, paid sick time may be taken in 5 or 10 hour increments.
- For employees working 3 day 12 hour shifts, paid sick time may be taken in 6 or 12 hour increments.

Paid sick time does not count for computing total hours for overtime purposes.

Employees will not be paid for any unused paid sick time. Unused paid sick time will be forfeited.

Article 16 Leaves of Absence

- A. The following leaves of absences apply to Union represented employees:
1. Personal Leave
 2. Medical Leave
 3. Civic Duty Leave
 4. Military Leave
 5. Voluntary Leave
 6. Scholastic Leave
 7. Parental Leave
- B. No leave of absence shall be granted to enter self-employment or to enter employment elsewhere.
- C. Seniority shall continue to accumulate while on approved leaves of absence if an employee returns to active employment with the company.
- D. See Policies for Leave of Absence guidelines.

Article 17 Jury Duty/Panel Duty, Military Training/Service, and Bereavement

Section 1 Jury Duty/Panel Duty and Military Training/Service

Jury Duty/Panel Duty and military training/service will be paid at the employee's regular rate of pay not exceeding the employee's regularly scheduled workday, minus payment received from governmental agencies.

Employees who are required to serve on a jury or to qualify for jury duty shall be excused and reimbursed by the Company at their base rate for regularly scheduled workday less the jury pay received by them up to a maximum of forty (40) hours per week.

Upon completion of jury responsibilities, employees are expected to return to work. The expectation is that the combination of the employee's jury duty time, travel time, and work time is equivalent to a full day's work.

Hours allowed for jury duty and qualifications for jury duty shall be considered as hours worked for the computation of overtime pay.

Employees will have access to the same military service benefits as non-bargained employees. Reference: Uniformed Service Leave of Absence and Reemployment Policy (CORP-HR-05b-04-00).

Section 2 Bereavement

A. Emergency absences shall be considered as absences from work because of the death of members of the employee's immediate family (spouse/domestic partner, children, mother, and father). Such absence must be during an employee's regularly scheduled work week and the employee is not absent for any other reason. During such absences, the employee shall be

compensated for such time as the employee is required to be absent from the day of the death up to the first five (5) continuous days at the employee's basic straight time hourly rate.

- B. Emergency absences shall be considered as absences from work because of the death of members of the employee's immediate family (stepmother, stepfather, stepchildren, brother, sister, father-in-law, mother-in-law, grandchildren, son-in-law and daughter-in-law). Such absence must be during an employee's regularly scheduled work week and the employee is not absent for any other reason. During such absences, the employee shall be compensated for such time as the employee is required to be absent from the day of the death through the day following the day of the funeral, but not to exceed a maximum of three (3) days of the first five (5) working days of the work week, at the employee's basic straight time hourly rate.
- C. One day emergency absence pay will be granted to an employee to attend the funeral of his/her current step-mother-in-law or step-father-in-law, grandfather, grandmother, spouse's grandparents, brother-in-law, and sister-in-law during the first five (5) working days of the work week, when the employee is not absent for any other reason.

Emergency absence pay shall be counted as hours worked for the purpose of computing overtime. The Company shall not pay for any time lost on a non-regularly scheduled workday or overtime day or during a leave of absence, or holiday period. Time lost during a vacation will be paid in accordance with Article 17 Section 2A, 2B, and 2C above.

Article 18 Discipline and Discharge

Section 1 Discipline

- A. The Company shall establish and enforce reasonable rules of conduct. The Company shall provide a copy of the rules to the employees and the Union and shall notify the Union when and if the rules of conduct are modified. Once advance notice has been given, implementation will take place unless the Union elects to grieve the reasonableness of the rule or procedure changes within fourteen (14) days of the Company's notification. If the Union elects to grieve the reasonableness of the work rule change or procedure change the Company will delay implementation until the Arbitrator has rendered a decision.
- B. When an infraction occurs, the Company must assume the responsibility and authority to discuss with the employee, in a fair and confidential manner, his or her failure to meet the rules. The number of times a situation can be handled in this manner before resorting to disciplinary action is left to the judgment of the Company, based on the evaluation of the severity of the infraction and the past record of the individual. The Company recognizes and shall honor the right of bargaining unit members to request Union representation at any investigatory interviews and discipline meetings conducted by the Company.
- C. Disciplinary action, when required, shall be in writing and shall normally follow graduated steps until the employee corrects his/her problem(s) or he/she is separated. Disciplinary meetings shall be held in a fair, confidential and private manner.

Article 19 Work Systems

Section 1 Work Improvements/Work Groups

The Company and the Union mutually agree that to increase productivity and to remain competitive in the worldwide markets we must change and improve the way we perform work. In recognition of the need to change the way that work is performed the parties agree to actively support work improvement processes, the redesign of work, and the formation of work groups.

Whether formal or informal, a work group exists when two (2) or more individuals sharing similar and connected work objectives examine the process through which their work is accomplished including customer and supplier relationships. The goal is to develop a more effective and productive means to accomplish work in order to better meet customer requirements. This workflow analysis may result in the redesign of work. The Company and the Union expect all employees to support and initiate continuous improvement in the work system.

The parties expect that in the work group process that there will be work sharing among Union represented employees and exempt employees and other Union represented employees. Such work sharing shall not constitute a permanent reassignment of the work, or a violation of the Labor Agreement.

While continuous improvement is an integral part of each employee's position, the Company may select employees for special improvement projects. If an employee accepts one of these positions on a temporary basis, he/she will return to his/her original assignment once the special assignment is completed.

Section 2 Teams and Team-Based Work Systems

In order to improve the quality and effectiveness of our work, Cummins Inc. is moving toward teams and team-based work systems. Teams and team-based work systems are fundamental

principles of Cummins Operating System, and are essential to the future viability of the Company.

A team is a group of employees who are responsible for a “whole” work process or segment that delivers a product or service. Team members bring specialized skills to the team, but also work together to integrate their skills into a cooperative workflow. Workers in teams know their workflows and products better than anyone else and, therefore, are the right people to plan and improve their work processes. In a team environment, all employees:

1. Work effectively across organizational and Company boundaries, subject to provisions of the Labor Agreement and Company policy.
2. Work together to continuously improve delivery to the customer.
3. Understand teams and team-based work systems, and continuously develop their skills and capabilities to support that system.
4. Employees will have completed all relevant work systems training.

Teams are not permitted to:

1. Make collective decisions that violate the terms and conditions of our existing Labor Agreement.
2. Make collective decisions regarding matters reserved for collective bargaining.
3. Permanently reassign jobs currently or normally performed by members of the Office Committee Union to employees who are members of the Diesel Workers Union.

The Company and the Union mutually agree to support teams and team-based work systems within the OCU and all areas of work. The parties recognize that a team-based work system challenges, develops, and utilizes the skills and abilities of all employees, creates opportunities for personal and professional growth, and results in a more effective work environment.

Article 20 Pensions and Retirement

Section 1 Pensions (Employees hired on or before June 19, 1990)

The Cummins Retirement Plan of 1975, as amended, is made a part of this Labor Agreement by reference.

Section 2 Retirement (Employees hired after June 19, 1990)

Eligible OCU-represented employees will receive the benefits described in the Cummins Retirement and Savings Plan. Employees covered under this bargaining agreement will have the same Retirement and Savings Plan benefits available to non-bargained Cummins employees at any given time. Per the current plan, employees with at least 2 ½ years of CMI service will receive an annual \$500.00 contribution to their Retirement Savings Plan.

Eligible OCU-represented employees will receive the benefits described in the Cummins Pension Plan (Appendix 1, Cash Balance Plan A).

Article 21 Insurance

Section 1 Active Healthcare

Employees will have access to the same medical plans available to non-bargained Cummins employees at any given time.

For 2021, employee contribution rates will equal the 2021 non-bargained Cummins employee contribution rates.

The employee contribution rates for 2022 through the duration of the contract will be the lesser of:

- The non-bargained Cummins employee contribution rates in effect for the year

OR

- No more than a 10% increase over the OCU Base Business contribution rates from the previous year.

Through the duration of this labor agreement, there will be no more than a 20% total increase over the 2021 OCU employee contribution rates.

Section 2 Active Dental

Employees will have access to the same dental plan available to non-bargained Cummins employees at any given time.

For 2021, employee contribution rates will equal the 2021 non-bargained Cummins employee contribution rates.

The employee contribution rates for 2022 through the duration of the contract will be the lesser of:

- The non-bargained Cummins employee contribution rates in effect for the year

OR

- No more than a 10% increase over the OCU Base Business contribution rates from the previous year.

Through the duration of this labor agreement, there will be no more than a 20% total increase over the 2021 OCU employee contribution rates.

Section 3 Life Insurance/Accidental Death & Dismemberment (AD&D)

OCU-represented employees will be covered by the Cummins LifeChoices Plan.

Employees will receive a \$8,500 non-contributory Life Insurance/AD&D benefit for the employee's spouse/domestic partner and child(ren).

Section 4 Short-Term Disability (STD)

For disabilities that commence on or before December 31, 2022:

Employees will receive weekly payments equal to 75% of their base wage rate (plus applicable shift premium).

A two (2) calendar day waiting period will apply. The waiting period is waived for hospitalization or outpatient surgery performed at a hospital or other free-standing surgical facility.

If a holiday falls during an approved short-term disability leave of absence, the holiday will be paid out as a contractual holiday.

Approved short-term disability leave of absence will run concurrent with Worker's Compensation Leave.

The waiting period under Worker's Compensation will be covered under the STD program at 75%.

The total STD period is 26 calendar weeks or 180 calendar days.

When an employee is out on Short Term Disability, all medical, dental, and life insurance premium deductions will be deducted from an employee's check as if they were working.

For disabilities that commence on or after January 1, 2023:

Employees will have access to the same Cummins Inc. Short-Term Disability plan available to non-bargained Cummins employees at any given time.

Highlights of this plan include:

- Employees will receive payments equal to 100% of their base wage rate (plus applicable shift premium) for the first 13 weeks.
- Employees will receive payments equal to 75% of their base wage rate (plus applicable shift premium) for the second 13 weeks.
- A three (3) working day waiting period will apply. The waiting period is waived for hospitalization or outpatient surgery performed at a hospital or other free-standing surgical facility.
- If a holiday falls during an approved short-term disability leave, the holiday will not be paid out as a contractual holiday.
- When an employee is out on STD, all deductions will be deducted from an employee's check as if they were working.

Section 5 Long-Term Disability (Applicable to employees hired after June 19, 1990)

Long Term Disability (LTD) benefits will begin after the 26-week Short Term Disability (STD) benefit has been exhausted. Employees who continue to maintain their disability status beyond 26 weeks will receive 60% of base wages until age 65. Medical, dental, and life insurance will continue to be available for up to two (2) years from the beginning of the LTD benefit, as long as disability eligibility is maintained.

Article 22 Variable Compensation Plan

Section 1 Variable Compensation Plan

- A. Employees are eligible for a Variable Compensation Plan.
- B. The plans are subject to approval of Cummins Senior Management, who will resolve all issues regarding plan interpretation, administration, and consideration of unusual business circumstances that may substantially impact the plan.
- C. Cummins Management maintains the authority to amend or modify the plans at any time. Cummins Management will provide notification to the OCU Board in advance of any changes.
- D. Any change in participation rate is subject to negotiations pursuant to this Agreement for OCU-represented employees.

Section 2 Participation Rate

OCU-represented employees are eligible for variable compensation at a participation rate of 8%.

Article 23 Employment Stabilization

Section 1 Employment Stability

- A. The parties recognize that the company may exercise its management rights to make technological improvements and change the methods, processes or means of performing work which may make unnecessary or eliminate tasks traditionally performed by unit personnel or result in tasks being absorbed within positions held by non-unit employees. The parties further recognize that in order to achieve the cost, quality and delivery goals essential for the survival of the Union and the Company, and in order to bring about the flexibility and productivity necessary to achieve such

goals, the employees covered by this Agreement must not fear loss of employment as a result of technological improvements and/or changes in the methods, processes or means of performing work. Rather, employees must support such improvements and changes. The parties therefore agree as follows.

- B. In exchange for (1) the Union's recognition of the need to change and improve the way work is performed and its commitment to actively support such changes, and (2) the Union's agreement to cooperate fully in implementing and supporting technological improvements and changes in methods, processes and/or means of performing work, the Company has agreed, during the term of this Labor Agreement, to take the following measures to minimize involuntary layoffs that might have otherwise occurred because of the elimination of tasks or absorption of tasks within positions held by non-unit employees or because of productivity improvements that have resulted from the formation of work groups/teams, the redesign of work or technology improvements.

Section 2 Strategy To Provide Employment Opportunities

A. Continuous Improvement

It is understood and agreed that we can best meet the employment security needs of our people through our mutual effort to provide the highest quality services and products at the lowest cost in a timely manner to our customers. Ultimately, we will provide the most meaningful form of employment security to our employees through our customers' increased demand for our products and services.

We have the potential today to significantly improve our market share for all our products and services and thereby provide jobs.

B. Expanding the Role of the Union

A cornerstone of our Labor Agreement is the language that enables our Union- represented employees to take on roles and responsibilities not traditionally performed by their predecessors. We have made improvements to the Associate Program which may result in increased opportunities through on the job advancements. In addition, we will continue with the team leader position or roles within the team-based work system to offer opportunities for our employees to take on leadership positions as well as potentially create employment opportunities.

Section 3 Strategy To Provide Stability

The Company and the Union have agreed to a number of procedures which will enable us to reduce the need for layoffs during business downturns. The following summarizes various approaches to employment stabilization that are included in our Agreement.

A. Operational Flexibility

An important element in providing employment stability to our people is the ability to use resources where they are needed most and in a responsive manner. As people move to the work, we are able to avoid having excess staffing in one area while we cover shortages in another through overtime, sourcing or backlogging of work. Maintaining operational flexibility helps to avoid layoffs.

1. Personal Unpaid Time

As we grow in diversification of markets and customers, it becomes increasingly important for us to be able to respond to variations in business conditions that affect different people within the bargaining unit.

The Company and the Union have agreed to use Personal Unpaid Time (PUT) in order to reduce the need for layoff. An

individual will not be required to take more than 80 unpaid hours in a three (3) month period for no more than a cumulative total of twelve (12) months during the life of this Agreement.

2. Voluntary Leaves of Absence

The Company may elect to grant voluntary leaves of absence to applying employees as an alternative to layoff. Voluntary leaves would be up to twelve (12) weeks and would be administered according to Policy number 18 Leaves of Absence.

B. Temporary Employees

The Company may utilize temporary employees in accordance with Article 11, Section 6. The number of temporary employees will not exceed 20% in combination with contract workers of the total number of Union represented employees and will only be retained for twelve (12) consecutive months. Temporary employees are not covered by this Labor Agreement. The Company on a weekly basis will provide the Union with the number of temporary employees working on the shifts and in the locations represented by the OCU.

1. In the event of a Layoff per Article 13, temporary employees working in the affected location will be removed from work prior to any Union represented employee being temporarily laid off provided that the Union represented employee is within the same job classification and/or occupational trade.
2. In the event the Company utilizes personal unpaid time in accordance to Article 23 Section 3.A.1; temporary employees working in the affected location will be removed from work prior to any Union represented employee being placed on personal unpaid time provided that the Union represented employee is within the same job classification and/or occupational trade.

3. In the event the Company schedules a complete or partial shutdown as per Article 15 Section 4, temporary employees working in the affected location will be removed from work prior to any Union represented employee being removed from work provided that the Union represented employee is within the same job classification and/or occupational trade.
4. Temporary employees will be released from work prior to any Union represented employee being permanently laid off per Articles 12 and 13.
5. Prior to any temporary employee(s) working overtime within a department/team, the overtime opportunities will be offered to qualified Union represented employee (s) within that department/team.
6. Temporary employees are persons used on-site to perform Bargaining Unit work who are employees of a temporary agency. The provisions of Article 11, Section 6 apply to the use of temporary employees.

Summary

The Company and the Union agree to work together to stabilize employment through using the various mechanisms outlined above if possible. If a layoff is necessary, the procedures defined in the Labor Agreement will apply.

Article 24 Safety and Security

Section 1 Safety and Security

The Company and Union recognize that safety and security is of mutual interest to both parties and to all employees. The parties agree to continue joint efforts and employee involvement to ensure a safe and secure working environment for all employees.

Section 2 Protective Equipment

A. The Company may require the wearing of personal protective equipment by employees in designated areas in order to ensure compliance with OSHA standards and/or Company policies.

Required personal protective equipment is normally provided by the Company. If the equipment is not provided by the Company, employees are reimbursed in accordance with applicable policies.

B. All regular full-time employees who are required to wear personal protective eyewear and/or footwear and / or garments related to relevant needs for safety will be given a safety allowance for Personal Protection Equipment (PPE) requirements in the amount of up to \$225.00 per year. During an employee's first year of employment, an employee will receive a safety allowance in the amount of up to \$275.00.

Section 3 Changes To Safety Policies

Changes to existing Safety policies and/or the implementation of new Safety policies will be done according to the policy development process.

Article 25 Performance Management

In order to promote employee growth and development, a performance management process will be implemented. The Company reserves the right to modify or change the employee performance management process and will give the Union advance notice if it does so. The Company will use the output from the employee performance management process to identify High Performers (“1’s”), Solid Performers (“2’s”), and Low Performers (“3’s”). High Performers and Solid Performers will be recognized in Article 14. Low Performers will be placed on a Performance Improvement Plan (PIP).

If at any time during the calendar year a manager determines that an employee is performing at an unacceptable level, the manager may place the employee on a Performance Improvement Plan (PIP).

Employees who remain Low Performers (“3’s”) may be disciplined up to and including discharge.

On a yearly basis there will be a joint review of the OCU Performance Management process by the Union and the Company.

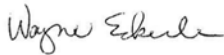
Article 26

Effective Date and Term of Agreement

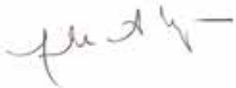
This agreement shall become effective on the 2nd day of May, 2021 at 11:00 p.m. and continue in full force and effect through May 3rd, 2026, at 11:00 p.m., and from year to year thereafter, unless written notice is given by one (1) party to the other of an intention to terminate, modify or amend this Agreement seventy (70) calendar days prior to the expiration date or subsequent anniversary date thereof. If such notice is given, this Agreement shall terminate at the expiration date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Cummins Inc.



Wayne Eckerle



Nicole Mayer



Harold Wilson



John Bean



Crystal Brown



Richard Davis

Office Committee Union



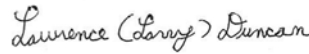
Victor Meek



Shawn W. Thayer



Krista S. Dickinson



Lawrence (Larry) Duncan



Dwayne Bean

Letter of Agreement #1– Contracting Penalty

If the company exceeds 20% temporary/contractor workers, then the company will invoke a 10-hour overtime penalty for employees working in a department/team where contractors are performing OCU work. All affected employees will be offered at least 10 hours overtime per week for every week that the 20% rule is exceeded.

The Company agrees to implement a system to identify and track temporary/contractor workers doing OCU work. The Company also agrees to have the process implemented within the first 6 months after the ratification of the agreement.

Letter of Agreement #2–Policy Development Process

Policy Development Group:

The group will consist of three management people and three OCU representatives and a facilitator from the Labor Relations Group.

Functional Policy Development Group:

- Three OCU members appointed by the OCU Board.
- One management person from the Technical Organization.
- One management person that works in a finance or clerical environment.
- One management person that manages people in a plant environment.
- Labor Relations Manager to facilitate the meetings.
- Ad Hoc members as required for expert advice and/or guidance; i.e., safety person.

Policy Approval Group:

- The Approval Group will consist of Human Resource Director or Labor Relations Director.
- Manufacturing Director or Plant Manager.
- Technical Center Operations Leader.
- President of the OCU.

Policy Process:

- Policy developed by Functional Policy Group.
- Sent to Policy Approval Group for review and feedback.
- Sent back to Functional Policy Group for discussion and modifications and final discussion occurs between these members.
- Returned to Policy Approval Group for final review before implementation.

Letter of Agreement #3–Senior Hire Retirement

OCU Senior Hire retirees will receive the following:

- Plan C Pension Benefit (\$35 Unit Benefit, \$2,000 Target Benefit, \$325 Supplement Benefit)
- Senior Hire employees who retire will receive the pre-65 Retiree High Deductible Health Savings Account plan.
- The pre-65 retiree medical subsidy is \$9,020.00.
- Senior Hire employees who retire will receive a post-65 Retiree Medical HRA deposit of \$1,750 per participant on an annual basis.
- Retiree Life Insurance: retiree has 1x final base salary coverage to age 65 and then \$5,000 coverage starting at age 65; spouse/domestic partner has \$2,000 coverage.

Letter of Agreement #4 – Governmental Health Care Reform

The Company and the Union understand that governmental health care reforms may be adopted during the term of this Agreement that could increase or decrease the cost to the Company or the employee or the retiree of the Health Care Programs set forth in this Agreement. Such reforms could also provide for health care services to be provided through alternative delivery or insurance systems which do not reduce the level of benefits agreed to in this Agreement. In such event, the Company and the Union agree to negotiate appropriate modifications to this Agreement to equitably deal with such reforms. If the Company and the Union are unable to reach agreement in time for the negotiated changes to be in place by the date on which the legislative changes occur, then the Company can move forward and implement the changes. If the Union believes the Company's decision is unreasonable, it can grieve it under Article 7.

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