

**INTERNATIONAL ASSOCIATION of MACHINISTS
and AEROSPACE WORKERS, AFL-CIO**
LOCAL LODGE No. 1943



MARCH 7, 2021 THRU MARCH 9, 2024



PREAMBLE

This agreement is made and entered into by and between Cummins Inc., hereinafter referred to as the "Company", and the International Association of Machinists and Aerospace Workers, AFL-CIO, Local Lodge No. 1943, collectively, hereinafter referred to as the "Union".

The purpose and intent of this Contract is to promote and encourage harmonious industrial relations between the parties in all matters pertaining to hours, wages, rate of pay, working conditions, the stability of the Company operations and other conditions of employment.

ARTICLE 1 RECOGNITION

Section 1: Pursuant to the certification of the National Labor Relations Board in Case No. 09-RC-142544 dated January 22, 2015, the Company agrees to and does hereby recognize the Union as the exclusive representative of all employees in the bargaining unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. The term "bargaining unit" as used in this agreement shall mean and shall be construed to include all full-time Level I and Level II Technicians, Parts Specialists, and Utility Employees employed at the Company's West Chester Township, Ohio location, but excluding all part-time, office clerical employees, professional employees, managerial employees, guards and supervision as defined in the Act.

Section 2: No Conflicting Agreement. The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this contract.

ARTICLE 2 PROBATIONARY PERIOD AND REPORTING OF EMPLOYEES

Section 1: Probationary Period. The Company and Union mutually agree and recognize the first ninety (90) calendar days after payroll earnings begin as a probationary period during which time new employees may be released without recourse to the grievance procedure contained in this contract. The ninety (90) calendar day probationary period shall be extended by the number of days which the employee is absent from work because of sickness, accident or injury, layoff for lack of work and/or leave of absence. In the event that further employee evaluation is needed, the parties may agree to mutually extend the probationary period in 30-day increments.

Section 2: New Employees. When new employees are hired, the Company shall furnish a written report to the Union and the Shop Steward, stating the time, classification, and start date of the employee. The Company will furnish the Union a list showing seniority and labor rates of unit employees on a quarterly basis.

ARTICLE 3 UNION SECURITY AND DUES CHECK-OFF

Section 1: Union Shop. The Company shall not interfere with, restrain, or coerce any employee covered by this agreement because of membership in or activity on behalf of the Union. The Company will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this agreement because of membership in, or activity on behalf of, the Union, nor will they discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

a) All employees in the bargaining unit who are members in good standing on the effective (execution) date of the agreement shall be required, as a condition of continued employment with the Company, to maintain membership in the Union to the extent of current monthly dues and initiation fees and reinstatement fees, if any, commencing not later than the thirtieth (30th) day following the effective (execution) date of the Agreement.

b) Any employee hired on or after the effective (execution) date of the agreement shall become a member of the Union not later than thirty (30) days after his/her date of employment. Such an employee, as a condition of continued employment, shall maintain their membership in the Union to the extent of current monthly dues, initiation fees and reinstatement fees, if any. The Union representative shall be given reasonable time to talk to all new hires for the purposes of assisting with the enrollment of the membership application during the new hire orientation.

c) Any present employee who, on the effective (execution) date of the agreement shall become a member of the Union not later than thirty (30) days after his/her date of employment. Any such employee, however, who thereafter joins the Union, must maintain his/her membership thereafter as provided in Section b.

Section 2: Check-Off. The Company agrees to deduct from the employee's pay, all dues, initiation fees and/or uniform Union assessments of the Local Lodge No. 1943, and pay the Lodge No. 1943, for each and every employee within the appropriate unit, provided, however, that the Union presents to the Company written and signed deduction slips for such dues, initiation fees and or uniform assessments. The Company shall submit by way of EFT covering the items referred to above to the financial institution of the Union not later than the 20th of each month, to cover the current month's billing. The

Company will not be responsible for dues when amount owing to employee is not enough to cover same.

ARTICLE 4 FUNCTIONS OF MANAGEMENT

Section 1: The management of the shop and the direction of the working forces, including, but not limited to, the right to plan, direct, and control shop operations; the right to hire, suspend, or discharge for just cause; the right to promote, demote or transfer; the right to assign the hours of work (including starting and stopping times and the assignment of overtime); the right to relieve employees from duty because of lack of work or for other legitimate reasons; and the right to determine the product to be handled, produced or manufactured, and to determine the schedule of production and the methods, processes and means of production and handling, is vested exclusively in the Company; provided; however, that these rights shall not be exercised in any way to conflict with the terms of this Agreement.

ARTICLE 5 MAINTENANCE OF STANDARDS

Section 1: The Company agrees that all local conditions of employment relating to general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved whenever specific provisions for improvements are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Company or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error. If not corrected within ninety (90) days, such conditions shall remain in effect.

Any disagreement between the local Union and the Company with respect to this matter shall be subject to the grievance procedure.

Section 2: Nothing herein shall be construed to give either party the right to alter, vary, change or interfere with the job classifications, work to be performed thereunder, and/or job descriptions pertaining thereto, and the same shall continue in full force and effect for the duration of this Agreement unless otherwise mutually agreed upon between the parties hereto.

ARTICLE 6 CONFLICT WITH LAW

Section 1: Validation. Should this Agreement or any part thereof be rendered or declared invalid by reason of any existing or subsequent enacted legislation or by decree

of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof but they shall remain in full force and effect.

ARTICLE 7 NON-DISCRIMINATION

Section 1: It is Company policy to provide equal employment opportunity worldwide for all its employees without regard to race, gender, color, disability, national origin, age, religion, union affiliation, sexual orientation, veteran status, citizenship, gender identity and/or expression, or other status protected by law. This applies to hiring, recruitment, development, promotion, transfer, demotion, layoff, termination, rate of pay, benefits, selection for training (including apprenticeship), and all other aspects of employment.

The Company will comply with its equal employment opportunity objectives by taking affirmative action within each organizational UNIT (i.e., cost center, such as a corporate group, plant, or subsidiary) and establishing, pursuant to Executive Order 11246, annual Affirmative Action Plans for its U.S. operations. These plans will consist of result-oriented procedures, with goals and timetables, as required, designed to prevent discrimination and assure equal opportunities for minorities (Blacks and African Americans, American Indians and Alaska Natives, Hispanics and Latinos, Asians and Pacific Islanders and Native Hawaiians), women, veterans and disabled persons.

The Company will comply with the provisions of Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 by developing practices and procedures which will ensure non-discrimination in its employment activities for persons with physical or mental disabilities.

The Company will make reasonable accommodations for qualified individuals with disabilities unless doing so would result in an undue hardship to the Company.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, or Human Resources. Employees can raise legitimate concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action up to and including discharge.

ARTICLE 8 WORKING CONDITIONS

Section 1: No employee shall be restricted or limited to do work only in his/her particular classification but shall do such work as may be assigned at various times in the normal

operation of the Company's business; nor shall there be any restrictions against the use of machine tools and labor-saving devices.

Section 2: It is understood that supplier representatives and Company-designated Specialists and Engineers are required to perform work without restriction as to Union membership to support and address customer and supplier product issues. It is understood that employees must support these individuals' work either in the shop or in the field.

Section 3: It is understood that employees will be required to work on equipment owned by customers, and no limitations shall be placed upon such employees, regardless of the Union affiliations, if any, of the customer.

Section 4: TOOLS. Each employee will continue to furnish a complete set of tools suitable for Company work. A listing of required tools will be provided by the Company. The Company will furnish special tools designated as "Cummins Service Tools" designed for use only on Cummins engines.

Section 5: TOOL ALLOWANCE. The Company shall carry insurance on all employee's tools and tool boxes stored on the Company premises or on Company trucks. The insurance shall cover all damage or destruction as the result of fire on the Company premises or theft through break in or illegal entry. Impact wrenches and electrical tools are subject to depreciation. Present and new employees must have on file with the Company a complete written inventory of their tools and tool boxes. The inventory must identify the manufacturer and model numbers in addition to an industry accepted noun description. Serial numbers should be shown when available. All employees must submit a new inventory of their tools within sixty (60) days of the effective date of this Agreement. Forms will be provided by the

Company. After the submittal by the employee, the Company will verify the inventory. Discrepancies will be noted on the inventory sheets. In the case of new employees, the inventory sheets will be completed within sixty (60) days of hiring-in date. Each employee has the opportunity to submit a complete updated list to the Company on February 1 of each year. Employees will be solely and fully responsible to maintain proof of purchase of any and all tools purchased after each annual inventory is updated and before the next inventory update is submitted. Failure on the part of the employee to substantiate and document additional purchases will preclude reimbursement in the event of theft or destruction.

Company will provide the following to compensate Level III Technician and Level II Technicians for tool maintenance and broken or misplaced tools: \$250.00 on 2/28/2022; \$250.00 on 2/28/2023; \$250.00 on 2/28/2024. In order to receive this allowance, the employee must have at least one (1) year seniority and have complied with the tool insurance inventory list described above.

Section 6: BARGAINING UNIT WORK. The Company agrees that work which is normally performed by employees in the bargaining unit shall not be performed by

employees who are not in the bargaining unit, where the performance of such work by non-bargaining-unit employees would deprive any bargaining unit employee of any work or pay. The provisions of this section shall not be applicable in the event of emergencies. Likewise, the provisions of this section shall not apply where such work is done for the training of employees or where such work is done for the purpose of gathering information during trial runs of equipment and/or machine, or where such work is done during experimental work on equipment and/or machines., or where such work is done in order to diagnose engine problems.

Section 7: Time spent traveling to and from a job away from the shop shall be treated as hours worked. The Company will provide transportation from job to job, or shop to job, or job to shop.

Section 8: Chauffeur License/CDL License/Medical Card. It is understood that any employee operating certain Company vehicles are required by law to meet certain requirements such as chauffeurs/CDL license and/or medical cards. All employees which fall under this description will be required to obtain such and costs associated with licenses and physicals will be the responsibility of the Company. In addition, the Company will be responsible for reimbursing the cost of the truck rental for the employee to test in, provided the Company is unable to furnish a truck for testing. If the Company is unable to furnish a truck for testing, they may determine where the employee tests. Employees in the following classifications are eligible for the reimbursement: Level III Technician, Level II Technician and Utility Person. The Company will select the facility to perform all physical exams. If an employee chooses to use his/her own physician, he/she will be responsible for the cost incurred.

Section 9: It shall not be cause for discharge or disciplinary actions in the event any employee refuses to perform any work which is unsafe or to work under unsafe conditions.

Section 10: Company Vehicles and Transportation. The Company will furnish the necessary vehicles to conduct its normal Parts and Service business. Such vehicles shall be kept in good repair at all times. Routine maintenance and general upkeep of the vehicle will be the responsibility of the individual normally assigned to the vehicle with the expense for same borne by the Company. Should an individual use his personal car or truck for Company purposes, the reimbursement will be at the current mileage allowance per IRS guidelines. It is understood that the use of personal vehicles is voluntary and not compulsory, and no Company insurance will cover the personal vehicle. The Company shall furnish the appropriate vehicle fleet insurance for Company owned vehicles.

Section 11: Rest Breaks, Lunch Period, and Wash up Time. The Company shall allow a ten (10) minute break during the first half of a scheduled shift. There will be no breaks allowed during the second half of a shift. A thirty (30) minute unpaid lunch period will be allowed. The Company will also allow a ten (10) minute period at the end of the shift for the storage of tools and clean up.

ARTICLE 9 HOURS OF WORK AND OVERTIME

Section 1: Definition of Work Day and Work Week. The scheduled work weeks shall consist of five (5) eight (8) hour days, four (4) ten (10) hour days, or three (3) twelve (12) hour days. All shifts shall be structured to provide employee with at least two (2) consecutive days off per week. Where an employee scheduled for a three (3) day twelve (12) hour shift and has completed a minimum of thirty-six (36) hours of work, the employee shall be compensated for forty (40) straight time hours. The Company must notify the affected employee of any changes in shift scheduling or starting times at least 1 week in advance of anticipated changes.

The above work schedule(s) shall be deemed a regular work week. All hours worked in excess of 8 hours on applicable (5 days, 8 hour) shifts shall be paid overtime for any time worked above 8 hours per day. All hours worked in excess of 10 hours on applicable (4 days, 10 hour) shifts shall be paid overtime for any time worked above 10 hours per day. All hours worked in excess of 12 hours shall be paid at time and one half (1½). Where an employee is scheduled for a three (3) day twelve (12) hour shift, any work performed beyond thirty-six (36) hours shall be paid at time and one half (1½) the employees wage rate. All hours worked on Sunday, except when Sunday is included in a normal work week, shall be paid at 2 times the employee's hourly wage rate.

Section 2: Overtime.

(a) Overtime worked during the employee's normal workweek will be assigned to the classification and person performing the work and on the shift that it occurs. During the employee's work week, if voluntary overtime is offered to all employees in a department and classification, the employee may select, if it achieves the goals of management, to work his/her overtime before or after their normal shift period. All overtime needs will always be fulfilled first, with the employees working their normal work week.

(b) When shop workloads necessitate the need for some employees to work more than their normal work week, which includes the overtime stated in section (a), this overtime will be offered on a seniority basis to those employees who are on "off-days" at the time the work is needed and are in the classification normally performing the work. "Off-day", and Holiday Field Service overtime requirements which are a continuation of work started during the normal work week, will be assigned to the person who was working on the specific job requiring the overtime immediately prior to the "off-day" or Holiday. Field Service overtime requirements which originate on an "off-day" and Holiday will be assigned to the classification normally performing the work and on a seniority basis. In all cases of overtime assignments, the person must be fully qualified to perform the work, otherwise he/she will be disqualified by the Company regardless of his/her seniority status. In the event senior employees in the classification which requires overtime decline overtime to the extent that overtime needs are not met, then the least senior reachable and qualified employee (s) shall be required to work overtime.

Section 3: Call-In Pay. Any employee who is called into work or is called back to work after having completed his/her day's work will receive a minimum of four (4) hours pay at his/her current rate of pay, including premium pay if applicable. Early report in prior to the regular shift starting time shall not be construed as call-in. It is recognized that technicians and supervisors may "pull" parts while on call-in work and at other times during their scheduled work whenever parts personnel are unavailable due to servicing customers.

Section 4: New Classifications. The Union and the Company agree to formally negotiate pay rates for any new classification request presented in writing by the Company. Both parties agree to set an initial meeting within five (5) business days from receipt of the written request, however, to implement any new classifications and rates of pay, it must be mutually agreed to by both parties and the agreement shall be finalized within ten (10) business days of the initial meeting. Upon establishment of a new classification, the job posting process will be followed.

Section 5: Holiday Flexibility. In weeks that include a holiday, the Company and Union may mutually agree to modify the start time or start day of any shift. The objective of this is to avoid having the need for an employee to work until early a.m. hours on the morning of a holiday. Details of the modification may be worked out in accordance with the needs of the Company and the desires of the affected employees. In order for such a measure to be adopted, it must be approved by the Company and at least two-thirds (2/3) majority of the employees on the shift that will be affected. Upon such approval, the shift modification will be in effect for one week only, and no premium rate will be paid as a result.

Section 6: Pay in the Event of an Act of God. In the event that employees report to work on a regularly scheduled work day, and are unable to work due to an act of God, they will be compensated a minimum of four (4) hours at their normal straight time rate of pay.

ARTICLE 10 HOLIDAYS AND PERSONAL DAYS

Section 1: Holidays. The following Holidays will be observed, and non-probationary employees will be paid their regular hourly rate of pay for the number of hours in one (1) standard work day for such holidays

a) Employees will be paid and may be required to work on the following holidays:

New Year's Day	Labor Day	Christmas Eve (Dec 24 th)
Memorial Day	Thanksgiving Day	Christmas Day
July 4 th	Friday after Thanksgiving	New Year's Eve (Dec 31 st)

In addition to the above listed nine (9) holidays, there shall be three (3) additional personal Floating Holidays.

Section 3: New Hire Floating Holiday Proration

Hourly Employees	Floating Holiday (days)
Start between Jan 1 st - Apr 30 th	3
Start between May 1 st - Aug 31 st	2
Start after Aug 31 st	1

Holidays will be observed as follows. If a recognized Holiday falls on Saturday, the Holiday will be observed on the Friday preceding the Holiday, if a recognized Holiday falls on Sunday, Holiday will be observed on the Monday following the Holiday.

Section 2: Holiday Qualification. In order to qualify for regular hourly pay for holidays not worked, as set forth above, it is provided that regular employees must work their regular scheduled works day which immediately precede and follow the holiday, except in case of proven illness not exceeding thirty (30) consecutive days. If a holiday falls within an employee's vacation, the employee shall receive pay for said holiday, in addition to vacation pay. Employees with six (6) months seniority who, on the date of the Holiday are on layoff or sick leave will receive the Holiday pay provided the layoff or sick leave commenced within thirty (30) days of the Holiday.

Section 3: Holiday Overtime. New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, The Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve if worked, will be paid at double time the regular hourly rate of pay. Work assignments on Holidays, if any, will be assigned as outlined under this agreement.

Section 4: Floating Holidays: If any of the above holidays fall on an employee's off-day, determined by the employee's normal work week, that employee will receive one

additional floating holiday in the calendar year. The guidelines for use of this floating holiday are as described herein. The holiday may be taken at any time during the calendar year in which the normal holiday falls. This floating holiday may be taken prior to the normal holiday, but the employee must forfeit the holiday pay if he/she resigns or is discharged for just cause in advance of the normal holiday.

Section 5: Personal Days: An additional five (5) days per calendar year, known as Personal Days, are provided for under this Agreement for non-probationary employees. Each personal day shall be paid in accordance with the employee's normally scheduled day. Personal days may be used as sick days if requested by the employee. A doctor's certificate may be required for 3 or more consecutive days off. The Company can, at its discretion based on business conditions, allow an employee to take a maximum of twenty-four (24) unused personal time hours as pay rather than time off. The employee shall receive payment for these days on their standard payroll check prior to January 30th.

First (1st) year eligibility for new hires will be according to the following schedule:

<u>Hired In</u>	<u>Number of Personal Days Available</u>
January – March	3
April – June	2
July – September	1
October – December	0

ARTICLE 11 VACATIONS

Section 1: Vacation Eligibility

All vacation periods are based on the January 1st – December 31st calendar year, in the year the vacation is taken by the employee and paid for by the Company. An employee must work on or after their first scheduled workday in January to be eligible for vacation in the current vacation year. Vacation for two consecutive years may not be taken in adjacent periods. On December 1st of each calendar year, a vacation request sheet will be posted for thirty (30) days for employee sign up. This sheet will be reviewed by the Company for possible conflicts and re-posted with any adjustments, if required. In the cases where several employees request the same time period, then the employee with the highest seniority will be given preference. Regular full time employees will be entitled to vacation based on the following schedule:

Years of Service in Current Year	Number of days vacation
1 – 4 years	10 days
5 – 14 years	15 days
15 – 19 years	20 days
20 + years	25 days

New hire proration

Hourly Employees	Vacation (days)
Start between Jan 1 st – Apr 30 th	10
Start between May 1 st – Aug 31 st	5
Start after Aug 31 st	1

Section 4: Vacation Benefits and Restrictions.

- a) Vacation pay will be at the employee's regular hourly rate effective at the time the check is printed.
- b) Employees must take vacation time in the calendar year of eligibility.
- c) Employees who are discharged for just cause shall forfeit any right to vacation pay. Any employee who is laid off by the Company for lack of work, or in the case of his/her death, shall be entitled to receive his / her full vacation benefit.

Employees who voluntarily resign from the Company will be paid a pro-rated amount of unused vacation time using the following formula: number of vacation days for which the employee is eligible on January 1, divided by 12, multiplied by the number of months employed in the current calendar year as of the date of separation, less any vacation days already taken in the current calendar year, rounded up; any unused vacation days beyond this amount are forfeited. Employees who are retiring, have worked at least one month in the calendar year, and have a combined age and years of service of 85 years or more, will receive all vacation that they would have earned had they worked the entire year.

- d) An employee who is entitled to more than 15 days of vacation with Company approval may take the additional hours in pay rather than taking the time off. The employee must take the first 15 days as vacation before the pay in lieu will be considered.

ARTICLE 12 INSURANCE

Job Related Injury: Injuries sustained on the job, which require medical treatment, will be handled in conformance with Ohio Bureau of Workers Compensation rules and regulations. The employee will be directed to a medical facility chosen by the Company. The Company agrees to pay each employee who has suffered an on-the-job disability injury per the following schedule:

The Company may elect to pay salary continuation, in accordance with the Bureau's rules and regulations, including submission of a completed Form(s) C-55, to each employee who has suffered a compensable on-the-job injury. Salary continuation will end upon the employee's return to full-time employment, or at such time as the Company determines it would be economically beneficial to the Company to end salary continuation and covert the employee's compensation to that determined by the Bureau (e.g., Temporary Total).

Cummins Inc. Health and Welfare Program: The health and welfare insurance provided to employees covered by this agreement shall be the same as the health and welfare insurance provided to non-bargained Cummins Distribution Business Segment employees in the U.S. The Cummins health and welfare program includes medical, vision, dental, life insurance, short and long-term disability, Flexible Spending Accounts and an Employee Assistance Program. Any change in the health and welfare insurance program will have the same effect on employees covered by this agreement as on non-bargained employees in the Cummins Distribution Business Segment. Annual employee contribution rates will equal those of non-bargaining unit employees, provided: bargaining unit employee contribution rates will not exceed 5% of their preceding year's contribution rate. The Employer will notify the Union and the employees when changes are to be made to any of the plans noted herein.

ARTICLE 13 PENSION AND 401K SAVINGS RETIREMENT PLAN

Section 1: CMI Cash Balance Plan (Pension)

The Company shall contribute monthly payments to an employee's account based on age, years of service and employees base wage:

Less than five (5) years and under age 50	4%
Less than five (5) years and over the age of 50 (at the time of hire)	5%
Five (5) or more years regardless of age	6%

Section 2 401K: Employees will be eligible to participate in Cummins Inc. Retirement Savings Plan (401K) as follows:

- a) Both the Company and the employee save for the future by Cummins Inc. matching your savings
- b) Cummins Inc. matches 100% on the employees first 1% of eligible before-tax pay contributed by the employee and 50% on the next 5% to a maximum match of 3.5% when the employee saves 6% or more.
- c) Cummins Inc. contributions are made per pay period
- d) Employees are immediately 100% vested in both Cummins Inc. and their own contributions
- e) Cummins Inc. contributes an additional \$500 annually for all employees with at least thirty (30) months of service (including distributor service)
- f) For employees hired before March 4, 2018 the service requirement shall be waived.

ARTICLE 14 UNIFORMS

Section 1. Each bargaining unit employee shall be provided with a minimum of eleven (11) uniforms. The Company shall pay the full cost of renting and laundering such uniforms. The Company shall determine the type of uniforms and the rental agent and has the right to establish and maintain reasonable standards for wearing apparel and personal grooming. The employee shall be responsible and accountable for his/her uniform.

Section 2. Any safety gear and apparel required by the Company or by law shall be provided by the Company.

ARTICLE 15 WAGES AND CLASSIFICATIONS

Section 1: The following minimum hourly rates shall be effective on the dates specified for employees represented by the Union. Any hire-in rates sought above the rates listed below must be mutually approved by the Company and Union.

Classification	Jan 1 – June 30	July 1, 2021* 5%	July 1, 2022** 2.5%	July 1, 2023*** 2%
Level III Technician	\$29.93	\$31.43	\$32.21	\$32.86
Level II Technician	\$19.81	\$20.80	\$21.32	\$21.75
Parts Specialist	\$22.94	\$24.09	\$24.69	\$25.18
Utility Person	\$18.44	\$19.36	\$19.85	\$20.24

The existence of a classification does not necessarily mean that there will be an employee in the classification. The Company shall control the number of employees in each classification and the premiums they receive as it pertains to RVIA* and EGSA*.

In order to promote employee growth and development, the Company will implement a performance management program. The Company reserves the right to modify, change and terminate such program at any time. Details associated with such program will be communicated in writing to the Union in advance of implementation. The Company will use the program to identify High, Solid, and Low Performers. Low Performers will be placed on an Employee Development Plan (EDP). Employees who remain as a Low Performer may be subject to discipline up to and including termination. Low performers will not be eligible for a merit increase.

*To align with current merit increase cycle, a one-time \$500.00 bonus will be provided upon ratification of the contract, for current bargaining members, to bridge the gap in wage increase dates. The increase dates will move from March to the pay period which includes July 1.

**Wage increases effective 07/01/22 will be two point five percent (2.5%) over the 07/01/21 wage rates or Performance Management, whichever is greater.

***Wage increases effective 07/01/23 will be two percent (2.0%) over the 07/01/22 wage rates or Performance Management, whichever is greater

Section 2: Premiums. All premiums will be paid in addition to the employee's base wage. Each employee will be responsible for achieving and maintaining certification on his/her own time. Failure to maintain current certification will result in immediate loss of the associated premium. It is further understood there shall be no pyramiding of Certificates, Associates or Bachelor's Degree.

Level III Technician Premiums:

Automotive Service Excellence (ASE) Certification(s)

- Recognized as the Medium-Heavy Duty Truck Series currently T1-T8
- Recognized as the Automobile-Light Truck Series currently A1-A9
- ASE Alternate Fuels CNG currently F1
- Recreational Vehicle Industry Association (RVIA) Certification
- Related Bachelors or Associates Degree (Degree must be in a related field as deemed appropriate by management)
- Related Certificate (Certificate must be in a related field as deemed appropriate by management equal to a minimum of twelve (12) credit hours at a public/private college, university or accredited technical school.)
- Electrical Generating Systems Association (EGSA) Certification

Premium Description	Hourly Premium
ASE A1-A9 (per certification)	\$0.15
ASE T1-T8 (per certification)	\$0.15
RVIA Certified (limited)	\$0.50
Bachelor's Degree	\$1.50
Associates Degree	\$1.00
Certificate	\$0.50
EGSA (limited)	\$0.50
Field	\$2.00

Level III and Level II Premiums:

- Field
- All employees permanently assigned to a Field Service vehicle where their tools are domiciled will be paid this premium for all hours paid. In the event of a temporary assignment to perform field work, the technician will only receive the premium for work performed while in the field.

Parts Specialist:

- Parts Specialist are eligible to earn premium(s) defined below.

Premium Description	Hourly Premium
ASE P1 (MD/HD Parts Specialist)	\$0.15
ASE P2 (Automotive Parts Specialists)	\$0.15
Bachelor's Degree	\$1.50
Associates Degree	\$1.00

Section 3: Facilitator. The Company may designate Facilitators at its discretion. These positions shall be filled by members of the unit and shall not be subject to seniority. These positions may be established or discontinued based on Company business activity and/or training needs. A Facilitator shall be an employee within the designated classification who possesses unique skills, performs work, trains and directs the activities of other employees on a continuing basis, without authority to hire and fire, or recommend disciplinary action. An employee who is designated as a Facilitator by the Company shall be paid an hourly premium not to exceed 10% of that employee's base wage.

Section 4: Apprentice Progression Schedule. All apprentices shall utilize the progression schedule as shown below for the classification they are serving their apprenticeship in. Advancement upward is contingent upon the apprentices completing his/her prescribed study courses as outlined in the Cummins Inc. Apprenticeship Program, along with other on the job training. The basic progression for apprentices is as outlined below and is applicable to the following categories: Level III Technicians and Parts Specialist:

Hire in Date:	50% of the applicable classification
After 6 Months	60% of the applicable classification
After 12 Months	70% of the applicable classification
After 18 Months	75% of the applicable classification
After 2 Years	80% of the applicable classification
After 2 Years & 6 Months	85% of the applicable classification
After 3 Years	90% of the applicable classification
After 3 Years & 6 Months	95% of the applicable classification
After 4 Years	100% of the applicable classification

Apprentice starting point on above schedule will be determined by management, and will be based on knowledge, education, experience and market demands. At the scheduled review period, if an Apprentice has not fully achieved the work performance required, but has met all other apprenticeship progression requirements, and has achieved some modest improvement in work performance, management reserves the rights to issue a partial progression increase, in place of no increase at all.

Section 5: Night Shift Differential. Employees whose regularly scheduled starting time is between 12:00 noon and 6:00 a.m. will be paid a night shift differential of \$0.75 per hour above his regular hourly rate of pay for all hours actually worked on that shift. An employee covered by night shift differential shall continue to draw same for a temporary shift assignment change not to exceed three working days.

Section 6: Variable Compensation

- a) The plan is 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.
 - b) Payments under the Plan shall be based on the terms and conditions set forth in the plan document and are subject to change at the Cummins Management discretion.
 - c) Cummins Management maintains the authority to amend or modify the plans at any time. Cummins Management will provide notification to the Union in advance of any changes.
 - d) The details of plan will be published at a minimum of once per year or as defined by Management.
 - e) Employees are eligible to participate in the Variable Compensation Plan at an individual participation rate of 4%.
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- f) The payout shall be based on hours worked, including overtime, shift differential, vacation, holiday pay, and some paid leaves. Responsibility increases in pay and promotions are automatically considered.
- g) Employees must be actively employed on the payout date in order to receive any payment under the Plan, unless the employee leaves due to retirement.

ARTICLE 16 PAY PERIOD

Section 1: All regular bargaining unit employees shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

The Company may elect to implement a bi-weekly payroll and mandatory direct deposit during the course of this agreement. The Union and the employees shall be provided adequate advance notice of the implementation. Those employees who elect direct deposit of their paycheck to the bank of their choice may access all relevant information concerning their check, including the gross and net amount and details concerning deductions, including Union dues, by going to the Cummins specified website.

ARTICLE 17 EXAMINATION OF RECORDS

Section 1: Upon request by the Union, the Company agrees to review with the Union the time records pertaining to the computation of compensation of any bargaining unit employee or employees whose pay is in dispute.

ARTICLE 18 NO STRIKE OR LOCKOUT

Section 1: The Union agrees that during the life of this Agreement, neither the Union nor any of its members shall engage in any strike, picketing, stoppage or slowdown of work, sit-down, stay-in or out, interference or interruption of work excluding protected Unfair Labor Practice strikes or pickets. Likewise, the Company agrees that during the same time there shall be no lockout of any employees.

Section 2: In the event of unauthorized work stoppage, picketing or other curtailment, the Union shall immediately instruct the involved employees that their conduct is in violation of the Agreement; that they may be disciplined up to and including discharge and will actively encourage all such persons to cease the offending conduct.

Section 3: The Company shall have the right to discipline up to and including discharge of any employee who instigates, participates in or gives leadership to any activity herein prohibited, and discipline for such cause shall be subject to the grievance and arbitration

procedure and said discipline shall be reasonable and uniform based on the degree of individual participation.

Section 4: It is expressly agreed that the persons covered by this agreement will not be required to cross any lawful picket line protected by the act. In addition, work on equipment that is strike-bound due to a strike by Union workers who are engaged in Company's same type of trade will be voluntary on the part of the employee.

ARTICLE 19 STEWARDS

Section 1: Steward. Employees covered by this contract shall be represented by a Shop Steward or designated alternate who will be a Union employee of the Company. If a "designated alternate" is needed, this need will be filled by a Committee Person which is also a Union employee of the Company. The activities of the Shop Steward shall not interfere with the normal and regular operations of the Company business. The Steward shall not be required to go off the Company payroll when handling an employee-initiated grievance and/or Union business pertaining to the Company-on-Company property, with prior approval of his/her immediate supervisor.

Section 2: Bargaining Committee. The Company and the Union agree the total number of Cummins employees in attendance during collective bargaining shall be limited to 2. The Company will pay Union employees for time spent negotiating a new contract with management. Preliminary meetings conducted by the Union in preparation for negotiations are excluded from any of the above pay provisions. No living or travel expenses will be paid by the Company.

Section 3: Shop Steward's and Committee Seniority. The Shop Steward, alternate and committee person, by virtue of their positions, shall have greater seniority than other employees covered by this agreement for purposes of layoff and recall only.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 1: Procedure. In the event an employee believes he/she has been unjustly dealt with or any of the provisions of this Contract have been violated, he/she shall proceed as follows:

- a) Discuss the matter with his/her immediate supervisor, specifically identifying the alleged problem. An attempt should be made at this level to resolve the situation. This meeting must take place within three (3) working days of the occurrence of the event giving rise to the grievance or within three (3) working days of the day the facts become known by the grievant.
- b) If not satisfactorily resolved between the employee and the immediate supervisor, the employee and the Union Steward should take the matter to the supervisor and the department manager. The Union Steward is obligated to arrange this meeting within three (3) working days of the meeting described in Item (a) above. If three

(3) working days elapse with no action on this step, then the matter shall be considered closed.

- c) If a satisfactory agreement is not reached in Item (b) above, the Union should issue the grievance in the form of a written grievance form. This must be done within five (5) working days of the meeting described in Item (b) above. If a grievance is not submitted within five (5) working days, then the matter shall be considered closed. The grievance should state the article and section of the contract that was allegedly violated. A copy of this grievance form should be submitted to the Branch Manager and to the Business Agent at the Union.
 - d) The Company is obligated to issue a written response within five (5) working days of its receipt of the written grievance form. A copy of this response will be submitted to the grievant, Union Steward, and Business Representative at the Union. If the Company fails to issue a written response within five (5) working days, then the grievance will be considered valid, and appropriate monetary and/or non-monetary relief, as requested in the grievance, will be made on a non-precedent setting basis.
 - e) Upon receipt of the Company's written response, the Union Business Agent must contact the Company to arrange a meeting within ten (10) working days. This contact must be made with an appropriate department manager at the Company. If the Union does not initiate the scheduling of a meeting within the ten (10) daytime limit, then the grievance will be considered closed.
 - f) If a satisfactory agreement is not made at the meeting described above, the Union will have ten (10) working days to advise the Company in writing of its intent to take the matter to arbitration. The Union and Company may, by mutual agreement, and in writing, agree to submit the grievance to arbitration under the Federal Mediation and Conciliation Service arbitration rules. This request should include the appropriate paperwork to be submitted to the National Mediation Service and should be issued to the appropriate Company department manager and Vice President. If no written notification is received within the ten (10) day limit, the matter will be considered closed. The time limits shown in Paragraphs a, b, c, d, e, f and g, may be extended by mutual agreement between the Union and the Company. Such extensions should be made in writing and a new deadline should be established. Both parties agree that the intent of the deadlines listed above is to keep these matters moving so that they do not drag out for an extended time period.
 - g) The arbitrator shall be chosen as follows: The Federal Mediation and Conciliation Service will be requested to submit a list of five (5) available arbitrators, and each party may strike off two (2) names alternately, the Union striking first. The remaining arbitrator will then be automatically designated by both parties.
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- h) The jurisdiction of the Arbitration shall be limited to the point or points in issue and shall not extend into unrelated questions not at issue. The decision of the Arbitrator shall be final and binding on both parties. The Company and Union agree to evenly divide the arbitrator's fee.

ARTICLE 21 SHOP RULES AND DISCIPLINE

Section 1: Shop Rules. The Company shall have the right to make and publish shop rules. Disciplinary action for enforcement of the shop rules shall be subject to the grievance procedure.

Section 2: Disciplinary Action. All notices of disciplinary action taken by the Company against an employee must be in writing, and a copy of the same given to the employee, the shop steward and the Union. Such notice shall state in full the reasons for the disciplinary action. Disciplinary action must be taken within three (3) working days after completion of a timely investigation and/or any necessary disciplinary action is approved.

Section 3: Moonlighting. An employee may be discharged if he performs work for others and is financially reimbursed in any fashion for his services rendered when such work is on his own time and is of the same nature that the Company provides for its customers. The purpose of this section is to discourage any employee from competing with the Company.

ARTICLE 22 SENIORITY

Section 1: Company Seniority. Company seniority shall be determined by the last hiring-in date of each employee. In the case where more than one employee has the same hiring-in-date, the seniority of those individuals shall be deemed by their employee clock number with the lowest sequential number being the greater seniority. A current seniority list, complete with classification and last hire-in date, shall be furnished to the Steward with a copy sent to the respective Union offices.

Section 2: Layoffs.

(a) Voluntary layoff will be the first option in reduction of the work force. Active employees will be allowed to volunteer for layoff at the time a reduction is needed. Voluntary layoff will be by job classification and will only be permitted if management, at its sole discretion, deems that the work skills required to operate the business effectively are not compromised. Employees volunteering under this condition will be selected by seniority and must accept the layoff for a period not to exceed thirty (30) calendar days. An employee may be recalled at any time according to the recall provisions of the contract

(Item C), but in any event must return within thirty (30) calendar days. By participating in this process the laid off employee is responsible to notify his / her immediate supervisor five (5) days before the thirty (30) period has expired. This will provide the Company with adequate notification to plan further staffing.

If there is not an adequate number of Company approved volunteers by classification to meet the required reduction in the work force, layoff and subsequent recall will be accomplished by business demands, classification, seniority, and skills/abilities within the classification. In the event of a layoff where skills/abilities prevail over seniority, the Company will meet with local Union representation (5) five days prior to initiating the layoff to determine which employee(s) will be laid off. An employee who has been notified that he/she will be laid off can displace an employee with less Company seniority in a lower paying job classification at his branch, subject to the following conditions:

- 1) The bumping employee must be able to perform the work of the person they are displacing without any training.
- 2) The bumping employee is willing to accept the lower rate of pay of the classification he/she is bumping into.
- 3) The person displaced will be the least senior employee in his/her classification.
- 4) It is understood that a Technician or Parts Professional who bumps an Apprentice will continue to receive Technician or Parts Professional rate of pay.

Section 3: Job Bidding. When a vacancy occurs or a new position is created which falls under the jurisdiction of the Union, it shall be posted at all branches. The bid posting will show the classification, shift assignment, and minimum qualifications, which will be discussed with the branch steward prior to posting. The duration of the posting will be three (3) working days during which time qualified non-probationary employees may bid for the open position. Seniority, technical skills, non-technical skills, ability, experience, education, and employee-owned hand tools and/or the ability to purchase same will be the factors in determining qualifications. In a situation where the qualifications of the bidders are relatively equal, then the most senior bidder will be given preference. If any non-probationary employees bidding on the position are qualified in the opinion of management, they will be given a trial period not to exceed sixty (60) calendar days. During the trial period, the individual will move to the hourly pay scale that exists for the new position to which he/she bid. Should the performance of the individual be satisfactory during the trial period, said employee will remain in the new classifications.

Section 4: Emergency Service Off-Hours Guidelines. The Union and Management both agree that our highest priority is to take care of emergency customers' needs with promptness and quality. In addition, "emergency" is defined by the customer. Emergency service overtime requirements will be offered to those who have volunteered via the on-call list with regard to seniority, qualifications, and the classification normally performing the work. In the event that an employee does not sign up, the Company has no obligation to offer the work to said employee regardless of his/her seniority status. In all cases of overtime assignments, the person must be fully qualified to perform the work. Otherwise, he/she will be disqualified by the Company regardless of his / her seniority status.

- a) Every Monday, an on-call list posting will be displayed for sign up by all hourly employees interested in working off hour call-in's that occur during the succeeding 7-day period. This posting will be removed no earlier than forty-eight (48) hours prior to the scheduled closing.
- b) When attempts have failed to reach Union employees for emergency service, management retains the right to utilize any method desired (including the use of non-union employees) to address the customer's needs.
- c) In addition, employees who are on call will receive two (2) hours of time and a half (1 ½) pay for each week they are on call.

Section 5: Promotion to Supervision. An employee is a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to foreman, or any other supervisory position not under Union jurisdiction and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working a supervisory position. The employee when so transferred or demoted, shall commence work in a job generally similar to the one he/her held at the time of his/her promotion and he/her shall maintain the seniority rank they had at the time of the promotion. It is further understood that no temporary demotions of supervisory personnel back into the bargaining unit will be made during temporary layoff.

Section 6: Shift Preference. Seniority, skills/abilities, and business demands shall be considered when determining shift preference. When skills/abilities are equal, as determined between the parties, the employee with the greatest amount of seniority shall be given preference. The only exception to the above is a Technician or Parts Professional (within the same work skill area) can bump an Apprentice if the Apprentice has served over three (3) years of his Apprenticeship. However, where such seniority right is exercised, the shift or job chosen shall be retained for not less than six (6) months. This does not prohibit the individual from bidding on a new job posting at a wage scale higher than he presently holds.

An employee who exercises his/her shift preference rights after being bumped or transferred because of a layoff can exercise his/her shift preference back to the shift he/she held prior to the layoff when the events which caused employee to file have been restored to the same conditions as they were prior to employee filing his/her preference. The six (6) months restriction will not apply under the conditions spelled out in this paragraph.

Section 7: Loss of Seniority. The seniority of an employee shall terminate if:

- a) The employee resigns, retires, or is discharged for just cause.
- b) The employee fails to report for work for three (3) consecutive work days without reasonable excuse that is acceptable to the Company.
- c) If an employee is on layoff and is summoned to report for work, and the employee fails to inform the Company of their intention to return to work within three (3) working days and to report for duty within seven (7) days of notification. Employee,

when being notified to return to work, shall be notified by certified mail with the Company using the last known address. In the event that a recalled employee does not report for work at the agreed time, the Company may call in another employee to do the work. The subsequent reporting of the first employee will not deprive the second one from working the full shift or for the duration of the work requirement, whichever is shorter.

- d) If the employee has been separated without pay from the Company for two (2) years as the result of a layoff, or medical leave.

ARTICLE 23 LEAVE OF ABSENCE

Section 1: Personal Leave of Absence. All personal leaves of absence and extensions shall not exceed thirty (30) days and shall be by mutual agreement between the Company and the Union and be in writing. Seniority shall accumulate during such granted leaves of absence. Official Union business for reasonable time periods will be recognized as an acceptable reason for leaves under the provisions of this section. It is understood that advanced notice of five (5) working days will be granted.

Section 2: Notification of Absence. An employee who is absent from work for sickness or other personal reasons must make every reasonable effort to notify a supervisor within the first one (1) hour of his/her shift on the first day of his absence. The reason for the absence and the expected duration of the absence must be given to the supervisor. Should the duration of absence exceed the expected duration, the employee must notify a supervisor.

Section 3: Floating Holiday's & Absence. An employee will not be required to utilize Floating Holiday's or personal days for any portion of an absence defined as a qualifying Family Medical Leave Act (FMLA).

ARTICLE 24 BEREAVEMENT LEAVE

Section 1: Employees will be paid a maximum of five (5) days for bereavement purposes for the death of any of the employee's closest family members.

The company will provide three (3) paid days for bereavement purposes for the death of an extended family member and one (1) paid day for the death of a close, non-family member. Under special circumstances, managers have discretion to extend for up to a total of five (5) paid days a bereavement leave request for the death of an extended family member or a close, non-family.

Additional unpaid time off will be provided to the extent required by applicable law.

Employees must notify and receive approval from their manager prior to taking time off for bereavement leave.

ARTICLE 25 JURY DUTY AND PANEL DUTY

Section 1: The Company subscribes to the fact that employees should be encouraged to discharge their civic duties in connection with serving on juries. In order to effectuate this policy, an employee who is required to serve on a jury by any court and who would have worked at his/her usual duties for the Company except for such service will be compensated for the time lost from his/her regular duties by reason of his/her jury service computed in the following manner:

If an employee is required to serve Jury Duty, the Company will compensate the difference between the Jury Pay he receives and his regular straight-time hourly rate not to exceed their standard work day. The employee is responsible to present factual evidence of the time served and the remuneration received.

Section 2: When notified, the employee and the employer shall, by mutual agreement, re-schedule any vacation or holiday which may occur during the period of jury exercise.

ARTICLE 26 INSPECTION PRIVILEGES

Section 1: Upon notification to the Branch Manager, or in his/her absence, the shop supervisor, authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, providing, however, that there is no interruption of the Company's working schedule.

ARTICLE 27 POSTING OF NOTICES

Section 1: The Company agrees to provide suitable space for the Union bulletin board. Postings by the Union on such boards are to be confined to official business by the Union and the Company. The board is to be furnished by the Company.

ARTICLE 28 STUDENT & CO-OP EMPLOYEES

Section 1: The Union recognizes the need for an on-the-job trainee program which may be sponsored by various schools, and agrees to cooperate with these programs in the following manner:

- a) The student or co-op employee will work under the oversight of a bargaining unit employee.
- b) Student or co-op employees will not start to accumulate seniority until they become regular full-time employee(s).
- c) Provisions will be made whereby trainee(s) will not need to use Service Technicians' tools.
- d) The Company may employ up to one (1) student or co-op employee for every six (6) employees employed and covered under this Agreement.

ARTICLE 29 WAIVER

Section 1: Understanding. 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 all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement unless mutually agreed to in writing. Bona fide shop past practices of a material nature excluding Company granted gifts to employees will not be arbitrarily eliminated by this waiver.

ARTICLE 30 TERMINATION

This agreement shall become effective at 12:00 a.m. March 7, 2021 and shall remain in full force and affect until 11:59 p.m. March 9, 2024, and from year to year thereafter, unless either party shall notify the other in writing at least sixty (60) days prior to the expiration of the term or any extended term of this Agreement of its desire to modify or terminate this Agreement.

In witness whereof, the parties here to have subscribed their names and affixed their seals this 24th day of March 2021.

CUMMINS INC

**INTERNATIONAL ASSOCIATION
OF
MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO, LOCAL No.
1943**


