# Collective Bargaining Agreement Between iSynergy and The United Auto Workers



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## Agreement

This agreement entered into this May 10th, 2024 by and between the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Amalgamated Local 1112, hereinafter called the "Union," and Infinite Synergy, hereinafter called the "Company."

## Purpose

The purpose of this Agreement is to state the relationship that will exist between the two parties; establish the wages, hours and working conditions in the Infinite Synergy bargaining unit; provide for prompt and fair disposition of differences which may arise between the parties; promote continuous improvement; all with the intent of promoting a spirit of cooperation and industrial peace between the parties during the term of the Agreement.

# Article I – Union Recognition

## 1. Recognition of Bargaining Agent

The Company agrees to recognize the Union as the sole collective bargaining agent for all employees hereinafter defined in all matters in relation to wages, hours and working conditions.

## 2. Description of Bargaining Unit

The term "employees" as used in this Contract, shall refer to All Employees working for Infinite Synergy that do not issue discipline.

## 3. No Discrimination

The Company and the Union agree that there shall be no discrimination because of race, color, creed, national origin, religion, age or sex, disability or in the application of any provision of this Agreement.

# Article II - Union Security

## 1. Membership in Union

All employees in the "Bargaining Unit", as defined in Article 1, Section 1 of this Agreement, shall become members of the Union as of the effective date of this Agreement, and must continue as members of the Union for the duration of this Agreement as a condition of continued employment in the "Bargaining Unit".

# 2. New Employees Required To Join Union

New full-time w2 employees hired within the "Bargaining Unit" shall within thirty (30) days after date of hire, join and remain members of the Union for the duration of this Agreement as a condition of continued employment in the "Bargaining Unit". All independent contractors are given the opportunity to join the union.

## 3. Denial or Termination Of Union Membership

The Union agrees that membership in the Union shall be available to all employees in the "Bargaining Unit" on the same terms and conditions generally applicable to other members, and further agrees that the Company will not be required to discharge or otherwise discriminate against any employee whose membership was denied or terminated for reasons other than failure of the employee to tender or pay the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining

membership in the Union.

#### 4. Right to Enter

The Regional Director or his designated representative, and the President of the Local Union shall be granted access to the facility property for review and investigation of disputes which may arise under the terms of this Agreement, provided the Company is notified of the facility entry.

# Article III - Management Rights

All the functions, rights, powers and authority which the Company has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as retained by the Company. The rights listed in this Article are illustrative of the rights retained by the Company and are not intended as an all-inclusive list of these rights, whether or not such rights have been exercised by the Company in the past. Such rights include: the right to establish or continue policies, practices or procedures for the conduct of business and, from time to time, to change, amend or abolish such policies, practices or procedures; to determine, and from time to time, re-determine the number, location and types of its operations, and the methods, processes, and materials to be employed; to discontinue processes or operations in whole or in part, to modify and maintain and enforce reasonable productivity standards, or to discontinue the performance by associates covered by the Agreement, and to contract out any and all such operations; to transfer, sell and otherwise dispose of its business in whole or in part; to determine, and from time to time, re-determine, the number of hours per day or per week the operation shall be carried on; to select and to determine, and from time to time, re-determine, the number and types of associates, as well as the skills and qualifications of those associates that are required; to establish or eliminate classifications; to determine the amount of overtime to be worked; to assign work to such associates in accordance with the requirements determined by management; to establish and change work schedules and assignments; to transfer, promote, or demote associates or to layoff, terminate for just cause, or otherwise relieve associates from duty; to make and enforce reasonable rules for the maintenance of discipline and the orderly conduct of business as well as to protect persons and property from harm; to suspend, discharge for just cause, or otherwise discipline associates; and further, to otherwise take such measures and actions as management may decide are necessary for the orderly or economical operation of the Company's business. Unless otherwise specified in this Agreement, the exercise of management rights and prerogatives shall not be subject to the grievance procedure. It is understood that the exercise or non-exercise of rights, hereby retained by the Company shall not be deemed a waiver of any such rights or prevent the Company from exercising such rights in any way in the future.

#### Article IV - Dues Check-Off

1. Authorization for Deduction of Dues from Wages

All employees who, on the date of the Agreement, are members of the Union and those who thereafter may become members of the Union during the life of this Agreement, shall as a prerequisite of deduction of Union dues by the Company from their wages, furnish the Company with a written authorization for check-off of dues. Said Authorization shall be on substantially the following form:

2.	Authorization for Check-Off Due	s	
	TO THE	COMPANY	Date
he	ereby assign to Local Union No.	, International Union, United Au	tomobile, Aerospace and Agricultural Implement

Workers of America (UAW), from any wages earned or to be earned by me or a regular \*supplemental unemployment

benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. \_\_\_\_ may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as Union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

(Signature of Employee here)	(Address of Employee)	
(Type or print name of Employee here) (City)	(State) (Zip)	
(Date of Sign.) (Emp. Clock No.) (Soc. Sec. No.)	(Date of Del. to Employer)	

## 3. Deduction of Dues and Transmittal to Union

The Company, for each Union member for whom authorization has been received pursuant to the preceding Section 1, shall deduct from the each pay of each month drawn by such member of the Union, dues payable by such member for the current month, and promptly remit the same to the Financial Secretary of the Union. Any increase in membership dues shall be deducted at times to be agreed upon between the Union and the Company.

## 4. Written Authorizations

The Union shall furnish to the Company such written authorizations of its Union members and the signature of each written authorization shall be certified by the Union.

#### 5. Contributions to UAW V-Cap

During the life of this Agreement, the Company agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form; provided further, however, that the Company will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check off Contributions to UAW V-CAP" form.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form, together with

the provisions of this section of the Agreement.

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

Deductions shall be made, pursuant to the forms received by the Company, from the employee's first Union dues period in the first month following receipt of the check off authorization card and shall continue until the Check off Authorization is revoked in writing. The Company agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

Control (Control)
6. Authorization for Assignment and Check-off Contributions to UAW V-CAP
то:
7. COMPANY NAME
I hereby assign to UAW V-CAP, from any wages earned or to be earned by me as your employee, the sum of \$ each and every (check one)pay period ormonth .
also understand that the guidelines for contributions to UAW V-CAP set forth above are merely suggestions, that I can contribute more or less than the guidelines suggest, and that the Union will not favor or disadvantage me based on the amount of my contribution or my decision not to contribute. I hereby authorize and direct you to deduct the above amount from my pay and to remit same to UAW V-CAP at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.
This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW V-CAP are not conditions of membership in the Union or of employment with the Company, that I have the right to refuse to sign this authorization and to refuse to contribute to UAW V-CAP without any reprisal, and that UAW V-CAP will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, that all UAW members will be eligible for V-CAP raffle drawings, regardless of whether they make a contribution to UAW V-CAP, and that moneys contributed to UAW V-CAP constitute a voluntary contribution to a joint fund raising effort by the UAW and the AFL-CIO. Contributions or gifts to UAW V-CAP are not deductible as charitable contributions for federal tax purposes.
The Union represents to me that the UAW V-CAP is an independent political committee created by the JAW. This committee does not ask for or accept authorization from any candidate and no candidate is esponsible for its activities.
Name (Print) Dated
Address
oc. Sec. No
City State Zin

Signature			
Local	Bldg	Dept	

## Article V - Seniority

## 1. Definition

The term "seniority" is defined as continuous employment with the Company, in the bargaining unit, from the most recent date of hire.

#### 2. Seniority Lists

The Company will post an accurate seniority list within ten (10) days following a change in the seniority list. A copy of said Seniority List will be provided to the Union Committee.

Any changes in the Seniority List will be made only by the Company and the Union jointly.

The seniority date of record as recorded on an employee's personnel file will be the accurate date used in the application of this Agreement.

Employees hired on the same day will be placed on the seniority list by their last name initials by which they were hired in the plant. In the case of two or more employees being hired on the same day with the same last name, the relative seniority will be decided by using the last four (4) digits of their social security number. The employee with the lowest last four digits of their social security number will be placed on the seniority list first.

## 3. Loss of Seniority

An employee shall lose his or her seniority for the following reason only:

- a. He or she quits.
- b. He or she is discharged and the discharge is not reversed through the bargaining procedure.
- c. He or she does not return from a sick leave within 26 weeks, unless the leave was extended by mutual agreement between management and the union.

#### 4. Probationary Employees

A new employee will be hired under the terms of this Agreement and will serve a probationary period of ninety (90) calendar days at which time his or her name will be placed on the Seniority Lists with the hire date becoming the seniority date. Employees hired on the same day will be placed on the seniority list by their last name initials by which they were hired. In the case of an unexpected medical disability of more than one week, the Company may extend the probationary period by the number of days absent.

The company also reserves the right to place current employees on probation for disciplinary measures.

## 5. Work by Non-Union Employees

Employees excluded from the bargaining unit shall not perform work currently performed by employees covered by this Agreement, except:

The instruction and training of employees including:

- i. new products
- ii. new equipment
- iii. new processes
- iv. in the brief demonstration of quality issues and employees required to work on a job that may be unfamiliar to him/her
- v. Experimental work
- vi. Prototype
- vii. Work Sampling
- viii. Short Term Emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations.

During the short term emergency, it is understood that every effort will be made to obtain a bargaining unit employee to cover the vacancy as soon as possible.

## 6. Outside Contracting

The Company will not subcontract work out that can be done by current employees prior to the following steps being completed:

The Company agrees that prior to contracting out any such work, the Union will be notified and a meaningful discussion will be held regarding the factors involved in the contemplated decision.

Factors to be considered will include time, cost, equipment & employees currently capable of performing the work, etc.

## Article VI - Representation

#### 1. Union Representation

There shall be one (1) Chairperson and one (1) Committeeperson, on the bargaining committee. The Chairperson shall be responsible for processing grievances under the grievance procedure. The Committee Person shall act as Chairperson in the absence of the regular Chairperson.

In the event it becomes necessary for the company to add additional shifts to their operation, there shall be a committeeperson for each shift and they will sit on the bargaining committee. The chairperson shall head the bargaining committee.

The Chairperson shall furnish the Employer with a written list of Bargaining Committee members of the local Union and of any changes that may occur during the term of this agreement. Such notification shall be provided to the Employer in order for the Chapter Chairperson and Committee person to gain recognition.

## 2. Union Business

The Employer shall allow the Chairperson and /or Committee Person, as the case may be, a reasonable amount of time off with pay to conduct appropriate Union representational business as defined herein.

For purposes of this article, appropriate Union representational business is defined as:

a. Representation of a member at any step of the grievance procedure, if requested by the employee;

- b. Attendance at a pre-disciplinary conference and representation, if requested by the employee.
- c. Attendance at meetings between the Union and Employer where their attendance is requested.
- d. All conferences and board meetings (one day or less). Any and all calls from UAW international representatives.

## Article VII- Grievance Procedure

#### 1. Grievance Process

Grievances, within the meaning of the Grievance Procedure, shall consist of disputes concerning the interpretation or application or the alleged breach of the provisions of this Agreement.

Any grievance not brought to the attention of the Company within seven (7) working days of the alleged violation or seven (7) working days from the time the violation could reasonably have been known to the aggrieved, will not constitute the basis for a grievance.

## 2. Grievance Steps

#### Step-1

Any employee who has a grievance, or any designated member of a group having a grievance, shall first take the grievance up with the supervisor, who will attempt to adjust it.

Any employee may request the supervisor to call the Chairperson/Committeeperson to handle a grievance. The supervisor will notify the Chairperson/Committeeperson without undue delay and without further discussion of the grievance. If the grievance is not adjusted by the supervisor, it shall be reduced to writing on forms provided by the Company, and signed by the employee involved. This in no way restricts the Union's right to file grievances concerning contract violations or conditions of employment. One copy shall be given to the supervisor who will render a decision, in writing, seven (7) working days after receipt of the written grievance.

#### Step-2

If the grievance is not adjusted at Step One, it will be referred to the Committeeperson or Chairman within seven (7) working days from the date the written answer was received; to be taken up at a scheduled grievance meeting between the Union Committee, the Superintendent and/or Department Manager.

After a grievance has been referred to the Chairman, he or she may designate another member of the Committee to make a further investigation of the grievance.

If an adjustment of the grievance is not reached at this meeting, the Company will furnish a copy of its decision, in writing, to the Chairman within five (5) working days following this scheduled meeting.

#### Step-3

If the grievance is not adjusted at Step Two, it will be referred to the International Representative designated by the Regional Director within five (5) working days from the date the step 2 answers was received. They will set up a meeting at the earliest possible date to discuss the grievance with the member of management authorized to make a settlement, in an attempt to adjust the grievance.

The Union shall be represented by the International Representative and/or the President of the Local Union, the Committee, or any Union members deemed necessary by the Union.

If an adjustment of the grievance is not reached at this meeting, the Company will furnish four (4) copies of the decision, in writing, to the Chairman and the International Representative within four (4) working days after the meeting, unless the period is extended by mutual agreement.

#### 3. Time Limits

The time limits provided for in this Article shall not include Saturdays, Sundays and Agreement Holidays. All time limits herein may be extended by mutual agreement.

Any grievances in the above steps not answered or appealed within the time limits shall automatically be referred to the next step of the Grievance Procedure unless the time limit has been mutually extended by the Union and the Company in writing.

## 4. Arbitration

If the answer of the Company at the Third (3rd) Step is not satisfactory, the Union shall have the option of taking the grievance to arbitration for final and binding settlement. It shall give the Company notice of its course of action within sixty (60) calendar days of receipt of the Company's Third (3rd) Step answer. If it fails to give such notice within the time limits, unless an extension of the time limits are mutually agreed on, the issue shall be considered closed.

If the parties are unable to resolve the grievance, and the union intends to pursue arbitration, then an arbitrator will be selected from a list(s) provided by the Federal Mediation and Conciliations Services. The arbitrator selected must be available to hear the grievance within 90 days of his selection. If the arbitrator is unavailable to hear the grievance within 90 days of his selection, then the last arbitrator struck before the unavailable arbitrator shall be selected until an arbitrator is available. Once selected, except by mutual agreement of the parties, the arbitrator shall not be selected again until the other arbitrators on the panel have been used or have refused or been unable to accept an appointment.

The parties will choose at least three (3) but no more than five (5) arbitrators to fill into the above paragraph within 60 days of the ratification of this agreement.

#### 5. Arbitrator's Fee and Expenses

The Arbitrator's fee and the expenses shall be borne; share and share alike, by the parties; but each party shall bear any other expenses which it may incur. However, the Company will compensate the Chairman and the Committee Person directly involved in the grievance for time spent in the arbitration hearing.

#### 6. Jurisdiction of Arbitrator

The Arbitrator shall have no power or authority, under any circumstances, to change, alter, amend, add to the Agreement, any supplement thereto, or the terms/conditions of any benefit plan negotiated between the parties signatory to this agreement, to establish work schedules, to change existing wage rates (except as provided under Article XVII New Jobs) or job classifications, or rule on Safety & Health

Issues or Production Standard Issues and his decision shall be rendered on the specific grievance involved and shall be final and binding upon both parties.

#### 7. Decision of Arbitrator

It shall be the responsibility of the Arbitrator to render a decision within thirty (30) working days after the submission of the case to him for decision. Such a decision shall be in writing to both parties.

It is further agreed that the parties hereto and the employees covered hereunder shall be bound by any decisions, determinations, agreements, or settlements which may be affected, pursuant to involving the Grievance-Arbitration Procedure.

## 8. Grievance Meetings

Grievance meetings between Management and the Bargaining Committee, when necessary, will be held on dates and at times by mutual agreement during normal business hours.

#### 9. Exceptions

If the issue in a grievance is an abnormally dangerous health & safety condition, it may be submitted in accordance with section 8.2 step 3. If step 3 has been exhausted, the International Union may notify the Company in writing of its intentions to authorize a strike to obtain a settlement of the grievances. If such notice is given it must be served within thirty-one (31) calendar days the Company gave its answer in writing to the Union under Step 3 of the grievance procedure and the Company shall have sixty (60) days' notice to address said issues following the Union giving the notice to strike.

#### Article VIII- Hours of Work

## 1. Regular Hours of work

Due to the nature of the industry, the parties agree that the regular hours of work shall be flexible. The Union agrees that the company may need to adjust start and stop times and total hours worked in a week to meet the needs of the customers. The Company agrees that it will endeavor to schedule its employees forty (40) hours a week. In the event changes need to be made, the Company will have a meaningful discussion with the bargaining committee and provide reasonable advance notice before implementing any changes. The parties agree that the current method of scheduling is working.

#### 2. Breaks and Lunch

The parties agree that the current system for scheduling breaks for employee's is working however is limited to a 1 hour break. In the event a change needs to be made, the parties will meet to discuss the changes.

# Article IX-Pay Procedures

#### 1. Pay Day

Each employee will be paid on the First (1st) and Fifteenth (15th) of each month. If the First (1st) or Fifteenth (15th) falls on a Saturday pay will be distributed on the preceding Friday. If the First (1st) or Fifteenth (15th) falls on a Sunday pay will be distributed on the following Monday.

#### 2. Pay Shortages

Paycheck shortages, which are due to Company error, will upon request of the employee after having

reported such shortages to their supervisor and given to payroll by noon of that following day, shall be corrected as soon as reasonably possible but no later than the pay day of the next payroll.

# Article X-Job Classifications and Wages

#### 1. Job Classifications

In the event the company adds a classification(s) to the bargaining unit the parties will meet to discuss the wage and duties of the new position. In the event the parties cannot agree, the issue will be processed in the grievance procedure.

#### 2. Wages

The second secon	Pay Range	Notes
VPs	\$50,000 - \$70,000	Leads and VPs
Tier 4	\$45,000 - \$55,000	
Tier 3	\$40,000 - \$50,000	er in der einer geste der seine Grant in der einer gelehren der eine Grant der einen Heilbergerichte befolgen in der einen der eine der ei
Tier 2	\$35,000 - \$45,000	
Tier 1	\$30,000 - \$40,000	
Entry Level	\$25,000 - \$35,000	

## 3. Wage and Benefits Reopener

The company agrees to meet with employees after their first 90 days and then again on their anniversary date each year to discuss a salary increase.

#### 4. New Hire wages:

Due to the nature of the industry, the union and the company agree that the starting wage for newly hired employees will be based on Education, Skills, and Experience.

Before a new employee is hired into the bargaining unit, the Company will meet with the Chairperson of the bargaining committee and discuss the new employee's wages and benefits. In the event a new employee is hired at a higher wage than a current employee, and they possess the same or less Education, Skills, and Experience, the company will increase the wage of the applicable current employee(s) accordingly.

#### Article XI- Promotions and Transfers

#### 1. Transfer Back To Bargaining Unit

Any employee who has been promoted by the Company from the Bargaining Unit to a job outside the Bargaining Unit shall lose no seniority for up to ninety (90) days. After ninety (90) days, if he or she fails to return to the Bargaining Unit, they shall lose day for day seniority for a period of up to ninety (90) additional

days. If after a total of one hundred and eighty (180) days the employee fails to return to the bargaining unit seniority will be terminated.

# Article XII- Expense Reimbursement

## 1. Lodging and Meals

An employee with prior authorization from the company to travel overnight or more than 100 miles one way shall be reimbursed at the prevailing rate for overnight lodgings for the facilities at or near the site of the work to be performed. Where overnight stay is authorized, receipts for lodging must be furnished. Meals will be reimbursed to cover breakfast, lunch and dinner. Parking and turnpike fees are covered expenses. Alcoholic beverages and gasoline are not reimbursable. Receipts must be furnished for proper reimbursement. Where possible, the expenses for lodging and registration will be pre-paid by the Company.

## 2. Meal Expense

Meal – Total \$46.00 (maximum) Breakfast -- up to \$11.00 Lunch -- up to \$12.00 Dinner – up to \$23.00

## 3. Miscellaneous Expenses

Employees required to pay for miscellaneous expenses with their own personal credit card, upon providing receipts, will be reimbursed on the next payroll.

#### Article XII - Benefits

#### Health Care

The company will provide Medical Coverage to all bargaining unit employees. The monthly cost of the coverage will be covered 75% with the employee. The company will make a good faith effort to provide affordable, quality coverage. The company will meet with the bargaining committee and have a meaningful discussion before making any changes to the Medical Coverage.

#### 2. Dental

The company will provide Dental Coverage to all bargaining unit employees. The monthly cost of the coverage will be covered 100% by the Company. The company will make a good faith effort to provide affordable, quality coverage. The company will meet with the bargaining committee and have a meaningful discussion before making any changes to the Dental Coverage.

#### 3. Vision

The Company will provide Vision Coverage to all bargaining unit employees. The monthly cost of the coverage will be covered 100% by the Company. The Company will make a good faith effort to provide quality coverage. The Company will meet with the bargaining committee and have a meaningful discussion before making any changes to the Vision Coverage.

#### 4. Retirement

Following 1 year at the company (and during the two yearly enrollment dates), the company will provide the opportunity for a 401k. Upon the employee contributing 5% per pay, they will receive a 4% safe harbor match from the company.

#### 5. Life Insurance

The company offers a \$25,000 Term Life & AD&D policy. These benefits are 100% paid by the employer.

All insurance coverage begins after the employees 90 day probationary period. Employees are required to pay the premiums for their share of the medical premiums on a monthly basis. This is done by payroll deduction. If family coverage is needed, additional costs are the sole responsibility of the employee. If an employee chooses to not take the medical coverage they will be given a stipend of \$75/ per pay.

## Article XIII - Holidays

#### 6. Holidays

All regular full-time employees shall be paid at their regular rate of pay, for the following holidays as provided herein:

- Good Friday (last 4 hours)
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Eve New Years Day

#### 7. Saturday and Sunday Holiday

When the holiday falls on Saturday, the last scheduled workday will be celebrated as the holiday. If the holiday falls on Sunday, then Monday will be celebrated as a holiday.

## 8. Contractual Absences

Absences due to Vacation, Jury Duty, Bereavement, and approved Union Business will be considered as hours worked.

## 9. On Call during Holiday

The Union understands that due to the nature of the business, the company must be available to service the needs of its customers on Holidays, in the event of an emergency. Therefore the Union and The Company will establish a fair way to determine which employees will be on call during each Holiday.

#### Article XIV - Vacation

#### 1. Vacation

At iSynergy, we work hard. Some of us work hard to give our clients competitive products. Others work hard in other departments that contribute to the growth of the company in a different way. Either way, you work hard

and we recognize that. In order to give our best and live a well-balanced life, we all need to take time off for rest, relaxation and rejuvenation.

We also believe you should take responsibility for managing your own time and to collaborate and openly communication with your department to support one another whenever possible with workload. To that end, we've adopted an unlimited vacation policy for our employees where each employee is afforded the flexibility to take planned vacations.

- Instead of accruing and tracking vacation time, you will plan the vacation time you would like to take off with your supervisor and team. We want you at your peak performance and feel this policy promotes that!
- Vacation time is approved on a first-come, first-served basis. Having several teammates out during the same week would be difficult if there were a known critical client event or deliverable on which a vacationing teammate plays a key role. Managers approve vacation according to business needs and in the order in which the vacation requests were received.
- Employees will not "accrue" vacation days under this policy, therefore you will not receive compensation for "unused" vacation time when you leave the Company.
- Time off due to illness and/or injury or leaves of absence such as those covered under Family and Medical Leave
  are handled separately. Unlimited vacation cannot be used for these types of absences. Please refer to The
  Company's policies in the Employee Handbook or contact Human Resources should you have questions
  pertaining to other types of leaves.
- Unlimited vacation is intended to build bonds of trust in working relationships. If an employee's performance
  declines significantly due to abuse of this policy, The Company reserves the right to review the employee's use of
  this policy and determine if discipline or termination is appropriate.
- The Company also requires that you complete all outstanding tasks prior to your vacation.
- PTO greater than or equal to 1/2 day must be approved. To be approved you must fill out the Wrike Time Off Request Form. Once you have completed this, your request will then be sent to the project manager to make sure that your vacation does not overlap with your backup person.
- Time off less than or equal to 1 day no advance notice is needed. More than 1 day but less than 5 days off requires at least a 1-week notice.
- Time off lasting more than one week (5 days) must be pre-approved by your manager at least one month in advance.
- Time off lasting more than 3 weeks must be approved 3 months in advance.
- Unlimited PTO starts after your 1 year work anniversary. New employees get 0 PTO days their first 90 days. After their 90 day probation period, they receive 7 PTO days to use before their 1 year work anniversary.

## Article XV- Leaves of Absence

#### 1. Medical Leave

An employee who is absent from work because of non-occupational illness, injury, disability, or pregnancy for a period in excess of three (3) working days and who submits satisfactory medical evidence to the Company to show that the employees is unable to work because of such illness, injury, disability, or pregnancy, shall be granted a medical leave of absence up to a maximum of twenty-six (26) weeks on a form provided by the Company. In the event of a request for a medical leave of absence, the employee must provide the Company with a written statement signed by a physician indicating:

- a. The date on which the medical leave of absence is expected to begin;
- b. The date on which it is expected that the medical leave of absence is expected to terminate if the doctor can provide same; and
- The medical basis for the need of the leave of absence.

#### 2. Maternity Leave

Employees provided they would qualify for FMLA if it applied, will be given the equivalency of FMLA for Maternity Leave which is currently up to twelve weeks unpaid.

#### Military Leave

Seniority employees shall be granted a Leave of Absence of one (1) term, a maximum of four (4) years, to enter the Armed Forces of the United States Government and shall be returned to work at the then current rate of pay, in line with the employees seniority provided the employee reports for work within sixty (60) days after being discharged. Seniority shall accumulate during this military tenure.

Military calls for periods of less than one (1) month will be treated the same as a normal Leave of Absence and benefits will continue as called for in the benefits contract. Employees must report for work the first working day following release from duty.

#### 4. Union Leave

Any employee elected or appointed to a Local or International Union position shall be granted a Leave of Absence without loss of seniority and without any benefit accrual, to be renewed every three (3) years.

Allowances will be made for individual Union Leaves of Absence for a maximum of two (2) weeks, with consideration for a two (2) week extension. Such Leaves of Absence will be granted only upon advanced notification and upon receipt of written request from the International Representative and/or Local Union President.

#### 5. Personal Leave

A personal leave of absence may be granted at the discretion of the Company to a seniority employee, without pay, for justifiable reasons satisfactory to the Company, for periods up to thirty (30) days. The leave may be extended by mutual agreement between management and the union. Seniority will accumulate during such a Leave of Absence.

## 6. Jury Service

The Company will reimburse seniority employees up to one week of pay for services lost from work at the Company for reasons of being summoned and reporting for, interviewing for, or serving on jury duty. Payment shall be in an amount equal to the difference between what the employee would have earned (eight (8) hours straight time maximum per day) and the amount received by reason of the jury service within the limitations above set forth. Time spent on jury duty under this Section shall be cumulative toward all fringe benefits.

#### 7. Bereavement Pay

If a seniority employee is absent from work due to death in the employee's immediate family, the employee will receive PTO for three (3) full consecutive work days, excluding Saturdays, Sundays, and holidays. In order to qualify the employee must attend the funeral or memorial service and provide proof if requested by the Company.

Immediate families for purposes of this provision include the employee's:

Spouse,

Parent or step-parent,

Parent or step-parent of a current spouse,

Child or step-child,

Brother or step-brother,

Sister or step-sister,

Grandparents and grandparents of current spouse,

Grandchildren and grandchildren of current spouse,

Brother-in-law and sister-in-law,

Employees will be granted one (1) day of bereavement due to the death of the employee's great-grandparents and great-grandparents of current spouse, aunt or uncle, cousin, niece or nephew. They must attend the funeral & verification may be required.

An employee who has a death in the family that is covered under this Article and is off work for any approved reason will be given bereavement leave upon return to work.

#### Article XVI- Miscellaneous

#### 1. Invalid Provision

It is agreed that any provision of this Agreement found to be in violation, or ruled illegal under the law, shall be immediately null and void and that the subject matter of such provisions will be then eligible for re-negotiation.

#### 2. Masculine Pronoun

The masculine pronoun, whenever used in this Agreement, shall include the feminine pronoun and the singular pronoun shall include the plural pronoun where the context requires it.

#### 3. Copies to Union

The Company will furnish to the Union a copy of any form which a representative of the Union is requested to sign.

# 4. Disqualification of Federal or State Legislation

If any provision of this Agreement shall be held invalid due to existing or future federal or state legislation, the remainder of the Agreement shall not be affected thereby.

## 5. Successor / Relocation Clause

In the event that Infinite Synergy would sell the business or another company would take over operations for any reason, the UAW represented hourly employees and the bargaining agreement will remain in effect with the new owner or management.

If Infinite Synergy, located in Canfield, Ohio, were to change its name, be suspended at its current location and/or relocated to another facility operated by Infinite Synergy within a 75 mile radius, the Company agrees that the current Bargaining Unit and Agreement would be invoked at the new facility. Employees will be permitted to transfer to the new location with their seniority.

#### 6. Drug Free Policy

iSynergy is a Drug Free Workplace

#### 7. No Strike or Lockout

During the term of the Agreement, the Company agrees that it will not cause or engage in any lockout; and the Union agrees that it will not call, sanction or engage in any strike, slow-down or stoppage of work other than provided for in Section 6, Article 7

Any employee or employees, either individually or collectively, who shall cause or take part in any strike, work stoppage, interruption, or impeding of work during the life of this Agreement, may be disciplined or discharged by the Company.

#### 8. Confidentiality/Intellectual Property

All Employee's at iSynergy must sign and abide by the following Confidentiality Agreement

#### 9. Accommodations for those with disabilities

iSynergy will make every effort to make accommodations for those with disabilities within reason. These accommodations can not be guaranteed and can not interfere with day to day business activities. All accommodations will require a doctor's excuse.

#### 10. Remote work

Remote work will be under the discretion of management and requires prior approval.

#### 11. Handbook

Please refer to the company handbook for all company policies - these policies which can be updated frequently to reflect the current market and must be followed. All new policies must be adapted after 90 days of the handbook being released to all parties. The company must release new handbook materials to all employees to ensure everyone receives them.

#### 12. Company Software Platforms

All employees at iSynergy must use the software platforms provided to them as instructed and documented by the company. Please see the guide for each of these platforms located in the Company Drive folder.

## **EMPLOYEE CONFIDENTIALITY AGREEMENT**

Upon hiring, each employee is required to sign a confidentiality agreement with the Company. (Attached)

This agreement requires the employee to protect confidential information and trade secrets. Upon termination, all confidential information held by the employee should be collected and returned to the company. This includes electronic and print versions. The employee should be reminded of their legal obligations under the agreement to protect confidential information. Confidential information should only be distributed to personnel that require this information to perform their jobs. Managers have an obligation to ensure that this information is not widely distributed or publicly circulated. Part of the confidentiality agreement discusses inventions and purchasing. Upon hiring, these sections should be reviewed by managers with personnel who are in positions that have purchasing power or are involved in developing new technology or equipment. Any employee who refuses to sign a confidentiality agreement must be forwarded to the company president for approval prior to hiring.

## Non-Solicitation/Confidentiality Agreement

recognize that Infinite Synergy is engaged in a highly competitive industry, and that it is important for Infinite Synergy to protect its trade secrets, Confidential Information and other proprietary information and related rights acquired through Infinite Synergy expenditure of time, effort and money.

Therefore, because I wish to be employed by Infinite Synergy in a capacity in which I will receive and/or contribute to Infinite Synergy's Confidential Information, and in consideration of the remuneration I will receive from Infinite Synergy, I agree to be bound by the following terms and conditions which are so described below. I acknowledge that Infinite Synergy would not have entered into this agreement and that I would not have been offered employment without my express understanding of an agreement with the confidentiality and non-solicitation provisions which are contained in this agreement.

#### **Definition of Confidential Information**

In this agreement, "Confidential Information" includes confidential and proprietary information and various trade secrets including scientific, engineering and technical know-how, processes, computer software and related documentation owned or marketed by Infinite Synergy or its clients, marketing strategies, customer requirements, customer lists, employees' compensation, methods of doing business, the financial affairs of Infinite Synergy and other confidential business information which belongs to Infinite Synergy or its clients.

## Non-Disclosure of Confidential Information

a. I agree to retain all Confidential Information in the strictest confidence. I will not disclose any Confidential Information to any person other than for purposes of Infinite Synergy and I will not use for my own purposes or for purposes other than those of Infinite Synergy, any Confidential Information which I have acquired in relation to the business of Infinite Synergy, its affiliates or the clients or either. I acknowledge that the obligation to disclose to others or use the Confidential Information continues in

effect following the termination of my employment with Infinite Synergy, for whatever reason, unless I obtain the prior written consent of the Chief Executive Officer or Board of Directors.

- b. I agree that upon the request of Infinite Synergy, and in any event upon the termination of employment with Infinite Synergy, for whatever reason, I will immediately return to Infinite Synergy all of the materials, including all copies in whatever form, containing Confidential Information which are in my possession or under my control.
- c. I understand my obligations under this agreement, not to use or improperly disclose to others Confidential Information, shall remain in effect until the date upon which the Confidential Information has been publicly disclosed in a manner authorized by Infinite Synergy or its affiliates or otherwise has become known to competitors of Infinite Synergy, without my breaching this agreement.
- d. I understand my obligations under this agreement not to disclose to others any Confidential Information shall not apply to any Confidential Information I am required to disclose by any court or regulatory body or under applicable law provided that I shall give Infinite Synergy prompt notice of any demand made of me to disclose such Confidential Information.

#### Enforcement

I acknowledge and agree that damages may not be an adequate remedy to compensate Infinite Synergy for any breach of my obligations contained in this agreement, and accordingly I agree that in addition to any and all other remedies available, Infinite Synergy shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations contained in this agreement.

#### General

- a. This agreement shall be governed by the laws in force in the State Of Ohio. If any provision of this agreement is wholly or partially unenforceable for any reason, such unenforceable provision or part thereof shall be deemed to be omitted from this agreement without in any way invalidating or impairing the other provisions of this agreement.
- b. This agreement constitutes the entire agreement between the parties with respect to the protection by Infinite Synergy of its proprietary rights and cancels and supersedes any prior understandings and agreements between the parties. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied, or statutory between the parties other than as expressly set forth in this agreement.
- c. The rights and obligations under this agreement shall survive the termination of my service to Infinite Synergy and shall inure to the benefit of and shall be binding upon (i) my heirs and personal representatives and (ii) the successors and assigns of Infinite Synergy.

#### Article XVII - Duration of Agreement

This Agreement represents all of the mutually agreed upon amendments to the contract dated May 10th, 2024 between Infinite Synergy, Canfield, Ohio and the International and it's amalgamated Local <u>1112</u> and shall remain in force from June 15th, 2029 until 11:59 p.m. This Agreement shall continue from year to year, thereafter, unless

either party shall give notice to the other, in writing, at least sixty (60) days prior to June 15th, 2029 or any subsequent anniversary date, of its desire to make changes in or terminate this Agreement. In Witness Whereof, the parties hereto have set their hands and seals, this June 15th, 2029.

In the event of any significant changes in the operations of the Company, the Union and the Company agree to meet and discuss ways to offset the effects these changes will have on the Company and the Union.

For The Union:

David Green, Director, Region 2-B, UAW

Michaela Good, Chairperson

Steve Frammartino, International Representative

For the Company:

Steve Cross, Owner

# Memorandum of Understanding

#### Scope of Agreement:

- Article XVII Duration of the Agreement
- Current: June 15th, 2024 to June 15th, 2029

#### Final Language To Read:

This Agreement represents all of the mutually agreed upon amendments to the contract dated May 10th, 2024 between Infinite Synergy, Canfield, Ohio and the International and its amalgamated Local 1112 and shall remain in force from June 17th, 2027 until 11:59 p.m. This Agreement shall continue from year to year, thereafter, unless either party shall give notice to the other, in writing, at least sixty (60) days prior to June 17th, 2027 or any subsequent anniversary date, of its desire to make changes in or terminate this Agreement. In Witness Whereof, the parties hereto have set their hands and seals, this June 17th, 2027.

In the event of any significant changes in the operations of the Company, the Union and the Company agree to meet and discuss ways to offset the effects these changes will have on the Company and the Union.

#### **Duration:**

This MOU remains in effect for the remainder of this contract or until another MOU is created.

For The Union:

Michaela Good, Chairperson

Steve Cross, Owner

For the Company:

# Memorandum of Understanding

# Scope of Agreement:

Article X - Wages

Notes: Current

Current		
Name	Wage	Description
VPs	\$50,000 - \$70,000	Leads and VPs
Tier 4	\$45,000 - \$55,000	
Tier 3	\$40,000 - \$50,000	
Tier 2	\$35,000 - \$45,000	
Tier 1	\$30,000 - \$40,000	
Entry Level	\$25,000 - \$35,000	

## Final Language To Read:

Name	Wage	Description
Expert	> \$75,000	Employees at the Expert tier are recognized leaders in their field with exceptional knowledge and skills. They drive innovation and strategic direction for the company.  Setting strategic goals and leading major initiatives. Providing expert guidance and mentoring across the organization.  Driving continuous improvement and innovation.
Proficient	\$55,000 - \$75,000	Employees at the Proficient tier have extensive experience and a deep understanding of their role. They consistently deliver high-quality work and can manage complex projects with minimal supervision.  Leading significant projects and initiatives.  Developing strategies and solving complex problems.  Mentoring and guiding less experienced team members.
Competent	\$45,000 - \$55,000	Employees at the Competent tier have a solid understanding of their role and can work independently on routine tasks. They are starting to take on more complex projects and responsibilities.  Managing their own tasks and contributing significantly to team projects.  Solving problems independently and seeking input on more complex issues.  Beginning to mentor Novice and Advanced Beginner colleagues.
Advanced Beginner	\$35,000 - \$45,000	Employees at the Advanced Beginner tier have some practical experience and a growing understanding of their role. They can perform basic tasks with some guidance and are beginning to take on more responsibility.  Handling straightforward tasks and contributing to larger projects.  Seeking guidance when encountering new challenges.  Beginning to develop problem-solving skills.

		Employees at the Novice tier are typically new to the field and have limited practical experience. They are focused on learning basic concepts, tools, and processes within the company.
Novice	\$25,000 - \$35,000	Assisting with routine tasks and projects under close supervision.
		Following detailed instructions and guidelines.
		Learning and applying foundational skills and knowledge.

#### **Duration:**

• This MOU remains in effect for the remainder of this contract or until another MOU is created.

Dated: 6/1//24

For The Union:

Michaela Good, Chairperson

For the Company:

Steve Cross, Owner