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**2021-2025**

# **NEGOTIATED AGREEMENT**



**THE NORTH CENTRAL STATES REGIONAL  
COUNCIL OF CARPENTERS AND JOINERS**



**TMI SYSTEMS CORPORATION**

**MARCH 11, 2021**

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## **1) GENERAL PURPOSE**

This Agreement is made and entered into by and between TMI Systems Corporation and/or its successors, located in Dickinson, North Dakota, hereinafter referred to as the Employer, and North Central States Regional Council of Carpenters, hereinafter referred to as the Union.

**Section 1:** The general purpose of this Agreement is to promote the mutual interests of the employees and of the employer to provide for more efficient operation of the company's business under methods which will advance to the fullest extent the safety and welfare of the employees and the employer, to increase economy of operation, eliminate waste, increase quality of production, promote cleanliness of the plant and plant facilities, for the protection of company property, and to provide means for the solution of grievances. The execution of this Agreement expressly recognizes it to be the duty of the employees and the employer to cooperate fully for the advancement of these purposes.

**Section 2:** Should any provision, part of a provision, or provisions of this Agreement or any application thereof, become unlawful by virtue of any Federal or State Law, or Executive Order of the President of the United States, or Governor of the State of North Dakota pursuant to law, or final adjudication of any court of competent jurisdiction, the provisions or application of a provision of this Agreement shall be modified in compliance with the law, or order of final adjudication, but in all other respects, the provisions of this Agreement shall continue in effect.

## **2) UNION RECOGNITION**

**Section 1:** The employer hereby recognizes and acknowledges that North Central States Regional Council of Carpenters is the exclusive representative of all employees in this classification and categories of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended.

**Section 2:** Membership is on a voluntary basis on the part of each employee. The Union shall determine union dues and members are required to make monthly payments after their probationary period. TMI will deduct dues per the written authorization signed by such employee (exhibit D) on the second payroll of the month with payment made to the Union within 5 working days.

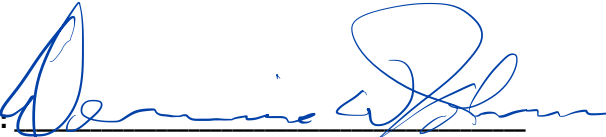
## **3) DURATION OF NEGOTIATED AGREEMENT/AMENDMENTS/MODIFICATIONS**


**Section 1:** This agreement shall be in effect from March 29, 2021 to April 4, 2025 at which time this agreement shall be automatically renewed unless either party gives notice to the other party, not less than sixty (60) days prior to the annual date of expiration of its desire to reopen negotiations as to certain provisions or additions of the agreement. In the event such written notice is given, and a new agreement is not signed before the expiration date to this agreement, then this agreement shall continue in effect until a new agreement is signed or until negotiations are formally broken off.

**Section 2:** This Agreement may be amended or modified by mutual consent of parties hereto; and such amendment or modification shall be in writing and subscribed to in the same manner and methods in this Agreement.

Signed this 11th day of March 2021.

**TMI SYSTEMS CORPORATION**

BY:   
Dennis W. Johnson, President & CEO


BY:   
Chris A. Johnson, Senior VP & CFO

BY:   
Tom G. Krank, Senior VP & GM


BY:   
Lyle A. Schoch, Production Manager


**NORTH CENTRAL STATES REGIONAL COUNCIL  
OF CARPENTERS**

BY:   
Mike Harrom, Director of MN/SD/ND

BY:   
Dominic Andrist, Senior Manager

BY:   
Dan Roemmich, Business Representative

BY:   
Loren Adams, Union President &  
Shop Steward

BY:   
Scott Weiland, Union Member

#### **4) CLASSIFICATION WAGE RATES:** (March 29, 2021 to April 4, 2025)

**Section 1:** The contract is 4 years. The contract year is intended to coincide with TMI pay periods.

- Year 1: March 29, 2021 through March 27, 2022
- Year 2: March 28, 2022 through March 26, 2023
- Year 3: March 27, 2023 through March 24, 2024
- Year 4: March 25, 2024 through April 4, 2025

**Section 2:** See Exhibits "E" (Year 1), "F" (Year 2), "G" (Year 3), and "H" (Year 4) for wage rates for each shift.

#### **5) EMPLOYEE WAGE PROGRESSION**

Employees progress within each wage classification in the following manner.

**Section 1:** Employees at the time of hire based upon their prior work experience, education, and market conditions are assigned by management a starting position in the wage matrix. No full-time employee will start at a rate less than the minimum rate (step 1) of their assigned job classification.

**Section 2:** Employees will advance to the next step increase every 26 weeks until attaining the final step within their respective classification. All pay increases will be effective on the first day of the payroll period following the completion of the 26-week period.

#### **6) CLASSIFICATION TRANSFERS**

**Section 1:** An employee transferred to a higher classification will be paid not less than the employee's previous rate.

**Section 2:** An employee in the event of unsatisfactory performance in their new classification during an 8-week probationary period may be returned by the company to their former classification and rate. The employee may file a grievance but will be limited to the grievance procedure (not eligible for arbitration).

**Section 3:** If the work of a **higher** paid classification is required of an employee and such assignment shall continue for more than a cumulative thirty (30) days within a 90-day span, the employee shall, after the expiration of thirty (30) days, receive the wages of such higher classification to which the employee has been assigned.

**Section 4:** If work of a **lower** paid classification is required of an employee and such assignment shall continue for more than sixty (60) days, the employee's wage rate will remain at its previous level until such time that the corresponding wage rate of the lower classification equals or exceeds that employee's wage rate according to past company practices.

#### **7) NEW JOBS/RECLASSIFICATION OF EXISTING JOBS**

**Section 1:** Management agrees to consult with the Union's representative whenever the need arises to determine the wage classification of newly created jobs or the wage reclassification of existing jobs. Exhibit "A" illustrates the present classification of each existing job. Exhibit "B" illustrates the present description of each existing job. Exhibit "C" illustrates the present equipment listing for advanced equipment.

## **8) JOB ROTATION**

**Section 1:** Job rotation is a benefit to the employee and the company and prepares employees to capitalize on equipment and process changes. It is recommended that employees be adequately trained in more than one job within their classification. The company will provide employees with the opportunity to rotate their work within the company to learn the plant operation more efficiently. Such rotation may be at no additional compensation and would be for a period of time as agreed upon by the employee, factory management, and the shop steward.

## **9) WORK SCHEDULE**

**Section 1:** Work schedules will be determined and agreed upon by the Union-Management Committee. Work schedules consist of, but are not limited to the following;

**Section 2:** First shift (daytime), 10-hour days Monday through Thursday.

**Section 3:** Second shift (evening), 9-hour days Monday through Thursday.

**Section 4:** Third shift (weekend), 12-hour days Friday through Sunday.

**Section 5:** The employer agrees to maintain the fifteen (15) minute rest periods.

## **10) OVERTIME**

**Section 1:** For employees assigned to the first shift, work performed in excess of 10 hours per day or 40 hours per week shall be classified as overtime and paid for at the rate of one and one-half times the shift rate. Work on Fridays and Saturdays will be paid at one and one-half times the shift rate. Work on Sundays will be paid at double the shift rate.

**Section 2:** For employees assigned to the second shift, work performed in excess of 9 hours per day or 36 hours per week shall be classified as overtime and paid for at the rate of one and one-half times the shift rate. Work on Fridays and Saturdays will be paid at one and one-half times the shift rate. Work on Sundays will be paid at double the shift rate.

**Section 3:** For employees assigned to the third shift, work performed in excess of 12 hours per day or 36 hours per week shall be classified as overtime and paid for at the rate of one and one-half times the shift rate.

**Section 4:** Work performed on standing or designated holidays shall be paid at one and one-half times the regular shift rate, in addition to the normal paid time off (PTO) taken for the holiday.

**Section 5:** Preference for overtime work shall be given to the senior employees within their classification who volunteer, providing they are qualified to perform the necessary work in a normal or regular production basis.

**Section 6:** Employees, with the exception of those designated by management as installers, shall have the right to refuse management's requests for overtime provided the employee has at least eight (8) hours overtime during the present week for all shifts.

**Section 7:** Employees will be notified by management by 4 p.m. on Wednesday, in the event of overtime (for first shift) and 1:30 a.m. on Thursday in the event of Friday overtime (for 2nd shift).

## **11) INSTALLATION**

**Section 1:** Employees will receive no less than their daily pay rate for travel to and from their assigned job sites. Lodging time and lay-over time are not compensated. Hours in transit beyond regular daily schedules are compensated as over-time.

**Section 2:** The company is responsible for lodging expenses for job sites outside the Dickinson area. The company is responsible for hotel/motel selection and daily rate arrangements.

**Section 3:** Meal reimbursement is subject to federal guidelines.

## **12) EMPLOYEE WORK STATUS**

**Section 1:** New employees serve an 8-week probationary period.

**Section 2:** A full-time employee is designated by management as full-time and regularly works 40 hours or more per week if assigned to the First Shift or 36 hours or more per week if assigned to the Second or Third Shifts.

**Section 3:** A temporary full-time employee is designated by management as temporary when hired and is accorded the same status as a full-time employee, except notification is not required prior to lay off.

**Section 4:** A part-time and/or seasonal employee is designated by management as part-time and/or seasonal when hired. A part-time employee does not receive more hours per week than a regular full-time employee.

**Section 5:** If a part-time and/or seasonal employee is made a full time or temporary employee, seniority will start at the time of change. Hours worked prior to the change will be credited towards the 8 weeks needed for the probationary period.

**Section 6:** If a temporary full-time employee is made a full-time employee, seniority shall begin from the temporary status start date.

**Section 7:** The number of temporary employees cannot exceed ten percent (10%) of the size of the collective bargaining unit.

**Section 8:** No part-time, seasonal, or temporary employee shall continue on the payroll as long as any regular full-time employee is on lay-off status.

**Section 9:** No seasonal employee shall continue on the payroll as long as any regular full-time employee or temporary employee is working a reduced work week per (Section 8 under Seniority).

## **13) SENIORITY**

**Section 1:** Seniority shall be plant wide and is defined as the length of service with the company. Where two (2) or more employees have the same length of service, seniority shall be determined by the alphabetical order of their last name, and then their first name.

**Section 2:** Probationary employees for the first 8 weeks of employment will accrue no seniority. The company shall have the right to discharge an employee during the probationary period, and such employee shall not have recourse to the grievance or arbitration procedure. Upon the

completion of the probationary period, an employee's seniority shall date back to the date of employment.

**Section 3:** Seniority and the employment relationship shall terminate when an employee:

1. Quits
2. Is discharged for just cause
3. Is terminated by reason of a permanent plant closing
4. Is absent for three (3) consecutive working days without reporting such absences to the company.
5. Retires
6. Fails to report at the end of leave of absence including Union service and military service.
7. Fails to report for work after a lay-off within seven (7) days after being notified to return. The company shall notify in writing those employees who are to return to work after a lay-off by mailing such notice by certified mail, return receipt requested, to the last address furnished to the company by the employee. Any employee thus notified, must, within three (3) days after the receipt of such notification, advise the company whether they intend to return to work and must report for work within seven (7) days after such receipt unless such time is extended in writing by the company. The seven (7) day period mentioned previously in this paragraph shall commence on the date of delivery of the letter of notification to the employee's last known address shown by the return receipt. Each employee shall keep the company advised of their correct contact information including, address, telephone numbers, and e-mail address.
8. Is laid off for a continuous period of one (1) year or a period equal to their length of service with the company, whichever is less. Seniority on lay-off shall not extend beyond one (1) year.
9. Is absent for one (1) year because of an occupational or non-occupational illness or injury unless such time is extended in writing by the company.

**Section 4:** Seniority shall terminate when an employee transfers or is promoted outside the bargaining unit after a period of one (1) year. Transfers may be extended for 3 to 6 months upon agreement of the employee, the shop steward, and the managers responsible for the factory and human resources.

**Section 5:** A seniority list will be updated monthly and posted on the bulletin board with a copy sent to the Union. Employees that are designated as temporary, part-time, and seasonal, shall be noted on the list.

**Section 6:** In the event of a job opening the employer will post on Wednesday through the following Tuesday the job openings on the company bulletin boards.

**Section 7:** In all cases of lay-off, recalls, promotions, transfers (except within their current classification), and shutdowns, seniority shall be followed, so long as in the judgment of management (in consultation with the Union president and the shop steward), the senior employees are equally qualified to perform all of the requirements of the job. An exception to the previous rule will occur if an employee with 20 or more years of seniority is applying for a position that is one classification level up from their current classification, and there are other applicants who are within the classification of the posted position seeking a transfer but have less than 20 years of seniority, the employee with 20 or more years of seniority will be considered equally qualified.

**Section 8:** Given the historical seasonal nature of the institutional building market the company may reduce the scheduled work week by up to ten (10) hours during the months of September, October, November, and December. During each reduced work week the employee reserves the right to use paid time off hours or no-pay hours. Additional reductions in the work week



rather than a lay-off would be subject to approval by a written vote by a majority of the plant full-time employees. The company reserves its right to lay-off.

**Section 9:** The employer, in the event of a lay-off or shut down other than described in section 8, must notify the employee at least thirty (30) days prior to the lay-off, except in the cases of natural disasters or conditions beyond its control. The employer will observe the requirements of the Worker Adjustment and Retraining Notification (WARN) Act where applicable.

## **BENEFITS/TIME AWAY FROM WORK**

### **14) Holidays**

**Section 1:** The following days for the first and second shift shall be standing holidays and the workplace closed; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the 24<sup>th</sup> of December, and Christmas Day. In the event a standing holiday falls on a Friday, Saturday, or Sunday it will be rescheduled, after consulting with the Union-Management Committee, to one of the other days remaining in the work week.

**Section 2:** The following days for the third shift shall be standing holidays and the workplace closed; New Year's Day, Memorial Day, Independence Day, Labor Day, the Friday after Thanksgiving Day, the 24<sup>th</sup> of December, and Christmas Day. In the event a standing holiday falls on a Monday, Tuesday, Wednesday, or Thursday it will be rescheduled, after consulting with the Union-Management Committee, to one of the other days remaining in the work week.

**Section 3:** Management, after consulting with the Union-Management Committee, may designate as holidays one additional day per year and the workplace closed.

**Section 4:** Paid time off (PTO) shall be used for standing holidays (scheduled or rescheduled) and days designated as holidays provided the holiday falls within the employee's normal work week. Employees are required to use the same amount of PTO hours for the holiday that he or she is normally scheduled to work, provided the employee has a sufficient PTO balance.

**Section 5:** Employees are required to use no more than 80 PTO hours per year for standing and designated holidays.

### **15) Disability**

**Section 1:** The company will provide long-term disability insurance for full-time employees.

### **16) Paid Time Off (PTO)**

**Section 1:** Employee PTO may be used for standing and designated holidays, vacation, sickness, health appointments, family events, family funerals, and other personal needs. PTO rates have been adjusted upward by .0053 to reflect the addition of about 10 hours to replace funeral leave and .0426 to reflect the addition of about 80 hours to replace holiday pay.

**Section 2:** Employee PTO is paid at the employee's straight time hourly rate.

PTO rates:

<u>Months of Service</u>	<u>Rate per Regular Hour Worked</u>
0 to 60 months	.1004
61 to 120 months	.1144

121 to 180 months	.1215
181 to 240 months	.1384
241 to 300 months	.1429
301 months or more	.1479

**Section 3:** Employees with less than 8 weeks of service will accrue PTO but will not be eligible to use it until they have worked 8 weeks. PTO that has accumulated during the first 8 weeks of service is forfeited if a separation of employment occurs prior to the completion of the 8 weeks.

**Section 4:** An employee or their representative must notify plant management of unscheduled absences within 3 hours of the start of their shift.

**Section 5:** When two or more employees choose the same PTO dates and where that selection was made by the employees on the same day, seniority shall prevail. No more than 10% of the employees will be approved for PTO in any work area. Management will increase above 10% in those periods of time when customer demand is less than plant capacity scheduled on regular hours.

**Section 6:** A maximum of 480 hours of accrued or unused paid time off (PTO) may be carried over from one calendar year to the next.

## **17) JURY DUTY**

**Section 1:** Time spent on jury duty shall be compensated at the daily rate, up to 160 hours in a twelve (12) month period. Proof of service must be submitted to the company, and any jury pay shall be deducted from the employee's compensation.

## **18) LEAVES OF ABSENCE**

**Section 1:** Employees will apply for leaves of absence by requesting these in writing with the Human Resource department. HR and Supervisor approval is needed. Stipulations will include leave date, return date, requirements of notice to return, pay and benefit instructions to the payroll department.

**Section 2:** Reasons for leaves of absence may vary, including **military leave, education leave, medical leave**, leaves that are covered under the **Family and Medical Leave Act, disciplinary or administrative** leave, or other leaves of absence mutually agreed upon by management and employee. The employee will notify the employer of the date of return. Failure to report at the appointed return time will be interpreted as a voluntary resignation.

## **19) UNION LEADERSHIP and UNION/MANAGEMENT COMMITTEE**

**Section 1:** One (1) Shop Steward and three (3) Assistant Shop Stewards shall be appointed by the Union Business Representative.

**Section 2:** Six (6) individuals from the collective bargaining unit including the President, Vice President, and Shop Steward shall represent the Union and serve on the Union - Management Committee.

**Section 3:** The Company agrees to hold, at minimum, monthly meetings with the Union - Management Committee.

**Section 4:** When it becomes necessary for a representative of the Union to take up matters with the employees which pertain to this Agreement, the employer or its designated representative agree to permit the authorized business representative to confer with the committee or Shop

Steward, and, if necessary, to visit the shop after said business representative has first applied to the employer for such privilege. It is understood and agreed in doing so that the representative from the Union shall not necessarily take up the time of the workers to the extent that production ceases.

**Section 5:** The Union shall have the right to post notices of Union business.

## **20) DISCIPLINARY ACTION AND DISCHARGE**

**Section 1:** Written notification shall be issued by Management for substandard job performance, tardiness, absenteeism, insubordination, and unsafe, reckless or undesirable behavior. Copies shall go to the employee, shop steward, and the Union business agent. The purposes of the disciplinary process are to clearly state expectations, and to coach the employee toward desired conduct.

**Section 2:** Three (3) written notifications to the same employee within a twelve (12) month period shall constitute grounds for dismissal from the company.

**Section 3:** All written notifications must be issued within ten (10) working days excluding weekends and holidays after discovery of the action that triggers the notice. All written notifications are subject to the grievance procedure.

**Section 4:** The Company, without limitation, may discharge any employee for proven theft of company property, destruction of company property, use of intoxicating liquors or drugs during working hours, assault, or for any other just cause.

**Section 5:** An employee shall be entitled to review their personnel file in the presence of the Manager responsible for Human Resources or the Manager's appointed representative.

## **21) GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1:** Should difference arise between the company and the Union or its members employed by the company as to the meaning and application of the provisions of this Agreement, or should differences arise about matters not specifically mentioned in this Agreement but connected therewith, or should any local dispute of any kind arise, there shall be no suspension of work or slowdown by the employee on account of such difference nor any lockout by the company, but an earnest effort shall be made to settle the same by the following methods of procedure:

- Step 1: Between the employee, their supervisor and the Shop Steward if the employee desires Shop Steward involvement. However, the employee shall notify the Shop Steward of the meeting.
- Step 2: Between the Shop Steward and the Manager responsible for the factory.
- Step 3: Between the Shop Steward and the Senior Vice President(s) responsible for Operations and Human Resources.
- Step 4: Between the Business Agent of the Union and the President of the company to whom the differences shall be submitted in writing.

**Section 2:** If no agreement is reached after a period of five (5) working days from the date said grievance was presented to the President of the company in writing, then such grievances shall be submitted to a Board of Arbitration consisting of three (3) members; one (1) to be appointed

by the employer, one (1) to be appointed by the Union; and a third neutral member to act as Chairman and to be appointed by the Federal Mediation and Conciliation Service. The Board of Arbitration shall meet and render a decision within five (5) days after the hearing is completed unless mutually extended by both parties. The decision of the Board of Arbitration shall be final and binding on all parties. It shall not have the authority to add or subtract from the provisions of this Agreement. The expense of the arbitration shall be equally borne by both parties.

## **22) STRIKE AND LOCKOUT**

**Section 1:** The employer agrees that there will be no lockouts during the term of this Agreement. The Union and the employees agree that there shall be no strike, slowdown, or stoppage of work of any nature during the term of this Agreement. The company may discipline or discharge any employee who violates this provision.

**EXHIBIT "A"**

**WORK CLASSIFICATIONS**

**See Exhibit B Description Number**

<b>I.</b>	<b>Production Helper</b>	
	• No job titles in this category	
<b>II.</b>	<b>Manufacturing Support Personnel</b>	
	• Material Handler .....	1
<b>III.</b>	<b>Advanced Manufacturing Support Personnel</b>	
	• Loader .....	2
	• Material Sorter .....	3
	• Assembler.....	4
	• Woodworker .....	5
	• Equipment Operator .....	6
	• Lead Laminator .....	7
	• Customs.....	7
<b>IV.</b>	<b>Manufacturing Technicians</b>	
	• Lead Loader .....	8
	• Advanced Equipment Operator.....	9
	• Lead Woodworker .....	10
	• Lead Customs.....	16
<b>V.</b>	<b>Master Technician</b>	
	• Installer .....	11
	• Advanced Lead Woodworker.....	13
	• Utility.....	14
<b>VI.</b>	<b>Master Journeyman</b>	
	• Lead Installer .....	12

## EXHIBIT "B"

### 21) JOB TITLES AND DESCRIPTIONS

These descriptions are not all-inclusive of each job. Full job descriptions are maintained by the Human Resources department.

1. **Material Handler:**

Cleans and packages cabinets, woodwork, countertops, shelves, and other components; removes items such as glue, markings, dust, and other debris; maintains cleaning equipment and stocks carts; uses scraping tools, solvents, etc. Performs laminating, off-loading, stacking, and transferring of components to and from equipment such as saws, edge-banders, etc. Operates small power machines and power hand tools such as drills, drivers, chop saws, hand sanders, routers, staplers, strapping equipment, and spray guns. Assembles small component parts such as drawer boxes and sub-base; attaches hardware items such as door hinges, drawer slides, and pulls. Sands items such as wood trim, handrails, and windowsills. Removes finished product from the assembly line and transport vans; prepares product for transit; operates various loading carts. Assists with movement of materials at local or regional jobsites.

2. **Loader:**

Removes finished product from the assembly line and transport vans; prepares product for transit; operates various loading carts; lifts, carries, stacks, and secures product inside transport vans. Assists with movement of materials at local or regional jobsites.

3. **Material Sorter:**

Organizes and dispatches cut and/or finished components to their destination; lifts, carries, stacks, and transfers components; identifies stacks for further manufacturing requirements; reads and interprets all work documents.

4. **Assembler:**

Operates clamp machines and completes final assembly of all varieties of cabinetry; operates small hand and power tools and table saws. Implements the re-construction or re-finishing of components and cabinetry; performs all custom applications where necessary. Reads and interprets all work documents. Lifts, carries, stacks, transfers components, and assembled units.

5. **Woodworker:**

Specific to architectural woodwork and countertops, operates saws, routers, planers, and sanding equipment, doweling and drilling equipment, gluing and spraying equipment, laminating and finishing tools; operates hand and power tools; lifts, carries, and stacks components and finished product; constructs countertops and such millwork items as required; reads and interprets work documents and shop drawings unique to the woodwork field.

6. **Equipment Operator:**

Operates equipment such as forklift, small saws, small boring machines, pin routers, single-sided dowel inserters, and concealed hinge boring machines; reads and interprets work documents appropriate to the area; lifts, carries, and stacks components; performs routine maintenance and cleaning.

7. **Lead Laminator:**

Performs, plans, and organizes laminating function, maintains equipment, and directs others in performing the laminating function. Issues and receives raw materials, applicable to their area.

EXHIBIT "B" continued

**8. Lead Loader:**

Performs all Loader tasks; participates in planning and scheduling; substitutes in supervisor's absence; reads and interprets work documents appropriate to loading area. A Commercial Driver's License (CDL) and DOT Physical is required.

**9. Advanced Equipment Operator:**

Operates computer panel saws, edge-banders, computer numerical controlled machines (CNC), pass-through boring and inserting machines; See Exhibit "C" for a current advanced equipment list. Reads and interprets all work documents; Performs certain routine adjustments and maintenance and cleaning of machinery; lifts, carries, and stacks components. A person holding this job title is required to operate all similar equipment.

**10. Lead Woodworker:**

Performs all Woodworker tasks; plans strategies for work design; organizes and leads teams to complete the required work; reads and interprets shop drawings and work documents; coordinates with other staff.

**11. Installer:**

Delivers products and unloads transport vans, moves product into buildings and into assigned rooms; physically installs casework, millwork, countertops, and associated products at assigned construction sites; inspects deliveries for quality, shortages and damages. Communicates with personnel from general contractors, construction managers, subcontractors and other stakeholders at the project. Applies construction knowledge and techniques; uses tools of the trade safely toward a quality result, travels as necessary to jobsites. Works in the factory when installation work is not required. Valid driver's license required.

**12. Lead Installer:**

Performs all Installer tasks. Reads and interprets construction drawings, specifications, contract drawings, and scope of the labor estimate to develop, communicate, and execute an installation strategy based upon the budget for the project. Coordinates with personnel from general contractors, construction managers, subcontractors, and other stakeholders located at the project. As a lead contact person, applies construction knowledge and techniques to manage and direct assigned staff. Coaches and evaluates employees in their performance on the job. Instructs employees in safe operating procedures, carpentry, time management and work organization. Maintains schedules and other related critical documents as they pertain to D.O.T. requirements. Valid driver's license required.

**13. Advanced Lead Woodworker:**

Performs all Lead Woodworker tasks; organizes and leads multiples teams to complete the required work; directs and performs installation and warranty work at remote jobsites.

**14. Customs:**

Completes final assembly of all varieties of cabinetry; operates small hand and power tools and table saws. Implements the re-construction or re-finishing of components and cabinetry; performs all custom applications where necessary. Reads and interprets all work documents. Lifts, carries, stacks, transfers components, and assembled units. Reworks damaged cabinets and operates various equipment such as contour edge-banders.

**15. Lead Customs:**

Performs all Custom tasks; organizes and leads employees working in the Customs area and provides training in equipment operation and safety measures; read and interpret various manufactures assembly instructions.

**16. Utility:**

Operates various equipment and performs multiple job functions within the factory; performs lead training activities at various production factories; manages work-flow for various areas in a temporary absence of a Supervisor.



## EXHIBIT "C"

### 22) EQUIPMENT LISTINGS

#### ADVANCED EQUIPMENT

- Panel Saws;
  - Schelling FH5, FH6
  - Giben Onix
  - Holzma HPP 250
- Homag DET Profi line Sizing Line
- Robotic fed cells
  - Homag Robotic Edgebanding Line (HBC)
  - Homag Robotic Sizing Line
- Edge-banders
  - Homag 7700/7800
  - Homag KAL 600 Edgebander
  - Homag 310
  - Homag 370
- CNC Routers/Drilling;
  - Weeke BHP 200
  - Weeke Vantage 200
  - IMA Bima 310 Drilling Machine
- Vertical Through-Feed Drilling
  - Weeke BHX 055
- Double Sided Drilling Center
  - Weeke BHX 500
- Through-Feed Drilling
  - Weeke ABL 220
  - Weeke BHT 500 (Drilling & Insertion)

#### EQUIPMENT

- Koch Sprint Dowel Insertion Machine
- Ganomat Spectrum 50 (Drilling & Insertion)
- Kreg Pocket Drilling
- EDGETEQ 2520 Contour
- Brandt KDF 430 -Was advanced
- J&P Custom Rail Drilling & Insertion
- Star Miterfolder
- Butfering Wide-belt Sander
- Automated Case Clamp
  - Ligmatech
  - Biesse
- Driven Forklifts
- Saws
  - Edgetech Miter Saw
  - Sliding Table Saw
  - Toe-notch Saw
- Black Brothers Laminating Line

**EXHIBIT "D"**

**CHECKOFF ASSIGNMENT**

**NAME** \_\_\_\_\_

I, the undersigned, hereby authorize TMI Systems Corporation to deduct from my wages, my union dues, consisting of initiation fees, monthly fees, fines and uniform assessments owing to North Central States Regional Council of Carpenters, of which I am a member or about to become a member, and direct that such amounts so deducted be sent to the Secretary-Treasurer of said Local Union, or to any authorized representative of said Local Union for and on my behalf.

These deductions are to be made in the following manner:

\$\_\_\_\_\_ per month, or an amount equal to the current monthly dues or agency shop fees at the time of deduction, plus any special uniform assessments levied by the Local, pursuant to official written notice from the Local Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union.

**WITNESS:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT "E"**  
**Year 1**

UNION COMPENSATION SCHEDULE																				
Year 1 - Effective March 29, 2021 - March 27, 2022																				
First Shift	40 hrs.						Second Shift	36 hrs.						Third Shift	36 hrs.					
Prior max	\$28.55	\$26.15	\$24.75	\$22.55	\$19.80	\$17.15	Prior max	\$32.15	\$29.60	\$28.20	\$25.75	\$22.80	\$20.00	Prior max	\$31.35	\$28.80	\$27.35	\$24.95	\$21.95	\$19.15
Step	\$0.40	\$0.35	\$0.30	\$0.30	\$0.25	\$0.15	Step	\$0.40	\$0.35	\$0.30	\$0.30	\$0.25	\$0.15	Step	\$0.40	\$0.35	\$0.30	\$0.30	\$0.25	\$0.15
Grade	6	5	4	3	2	1	Grade	6	5	4	3	2	1	Grade	6	5	4	3	2	1
Step 1	\$23.10	\$21.75	\$21.35	\$19.40	\$17.45	\$16.00	Step 1	\$26.80	\$25.30	\$24.85	\$22.65	\$20.50	\$18.90	Step 1	\$26.80	\$25.30	\$24.85	\$22.65	\$20.50	\$18.90
Step 2	\$23.50	\$22.10	\$21.65	\$19.70	\$17.70	\$16.15	Step 2	\$27.20	\$25.65	\$25.15	\$22.95	\$20.75	\$19.05	Step 2	\$27.20	\$25.65	\$25.15	\$22.95	\$20.75	\$19.05
Step 3	\$23.90	\$22.45	\$21.95	\$20.00	\$17.95	\$16.30	Step 3	\$27.60	\$26.00	\$25.45	\$23.25	\$21.00	\$19.20	Step 3	\$27.60	\$26.00	\$25.45	\$23.25	\$21.00	\$19.20
Step 4	\$24.30	\$22.80	\$22.25	\$20.30	\$18.20	\$16.45	Step 4	\$28.00	\$26.35	\$25.75	\$23.55	\$21.25	\$19.35	Step 4	\$28.00	\$26.35	\$25.75	\$23.55	\$21.25	\$19.35
Step 5	\$24.70	\$23.15	\$22.55	\$20.60	\$18.45	\$16.60	Step 5	\$28.40	\$26.70	\$26.05	\$23.85	\$21.50	\$19.50	Step 5	\$28.40	\$26.70	\$26.05	\$23.85	\$21.50	\$19.50
Step 6	\$25.10	\$23.50	\$22.85	\$20.90	\$18.70	\$16.75	Step 6	\$28.80	\$27.05	\$26.35	\$24.15	\$21.75	\$19.65	Step 6	\$28.80	\$27.05	\$26.35	\$24.15	\$21.75	\$19.65
Step 7	\$25.50	\$23.85	\$23.15	\$21.20	\$18.95	\$16.90	Step 7	\$29.20	\$27.40	\$26.65	\$24.45	\$22.00	\$19.80	Step 7	\$29.20	\$27.40	\$26.65	\$24.45	\$22.00	\$19.80
Step 8	\$25.90	\$24.20	\$23.45	\$21.50	\$19.20	\$17.05	Step 8	\$29.60	\$27.75	\$26.95	\$24.75	\$22.25	\$19.95	Step 8	\$29.60	\$27.75	\$26.95	\$24.75	\$22.25	\$19.95
Step 9	\$26.30	\$24.55	\$23.75	\$21.80	\$19.45	\$17.20	Step 9	\$30.00	\$28.10	\$27.25	\$25.05	\$22.50	\$20.10	Step 9	\$30.00	\$28.10	\$27.25	\$25.05	\$22.50	\$20.10
Step 10	\$26.70	\$24.90	\$24.05	\$22.10	\$19.70	\$17.35	Step 10	\$30.40	\$28.45	\$27.55	\$25.35	\$22.75	\$20.25	Step 10	\$30.40	\$28.45	\$27.55	\$25.35	\$22.75	\$20.25
Step 11	\$27.10	\$25.25	\$24.35	\$22.40	\$19.95	\$17.50	Step 11	\$30.80	\$28.80	\$27.85	\$25.65	\$23.00	\$20.40	Step 11	\$30.80	\$28.80	\$27.85	\$25.65	\$23.00	\$20.40
Step 12	\$27.50	\$25.60	\$24.65	\$22.70	\$20.20		Step 12	\$31.20	\$29.15	\$28.15	\$25.95	\$23.25		Step 12	\$31.20	\$29.15	\$28.15	\$25.95	\$23.25	
Step 13	\$27.90	\$25.95	\$24.95	\$23.00			Step 13	\$31.60	\$29.50	\$28.45	\$26.25			Step 13	\$31.60	\$29.50	\$28.45	\$26.25		
Step 14	\$28.30	\$26.30	\$25.25				Step 14	\$32.00	\$29.85	\$28.75				Step 14	\$32.00	\$29.85	\$28.75			
Step 15	\$28.70	\$26.65					Step 15	\$32.40	\$30.20					Step 15	\$32.40	\$30.20				
Step 16	\$29.10						Step 16	\$32.80						Step 16	\$32.80					

**EXHIBIT "E"**  
**Year 2**

Prior max	\$29.10	\$26.65	\$25.25	\$23.00	\$20.20	\$17.50	Prior max	\$32.80	\$30.20	\$28.75	\$26.25	\$23.25	\$20.40	Prior max	\$32.80	\$30.20	\$28.75	\$26.25	\$23.25	\$20.40
Step	\$0.40	\$0.35	\$0.30	\$0.30	\$0.25	\$0.15	Step	\$0.40	\$0.35	\$0.30	\$0.30	\$0.25	\$0.15	Step	\$0.40	\$0.35	\$0.30	\$0.30	\$0.25	\$0.15
Grade	6	5	4	3	2	1	Grade	6	5	4	3	2	1	Grade	6	5	4	3	2	1
Step 1	\$23.70	\$22.30	\$21.85	\$19.85	\$17.85	\$16.35	Step 1	\$27.45	\$25.90	\$25.45	\$23.20	\$20.95	\$19.30	Step 1	\$27.45	\$25.90	\$25.45	\$23.20	\$20.95	\$19.30
Step 2	\$24.10	\$22.65	\$22.15	\$20.15	\$18.10	\$16.50	Step 2	\$27.85	\$26.25	\$25.75	\$23.50	\$21.20	\$19.45	Step 2	\$27.85	\$26.25	\$25.75	\$23.50	\$21.20	\$19.45
Step 3	\$24.50	\$23.00	\$22.45	\$20.45	\$18.35	\$16.65	Step 3	\$28.25	\$26.60	\$26.05	\$23.80	\$21.45	\$19.60	Step 3	\$28.25	\$26.60	\$26.05	\$23.80	\$21.45	\$19.60
Step 4	\$24.90	\$23.35	\$22.75	\$20.75	\$18.60	\$16.80	Step 4	\$28.65	\$26.95	\$26.35	\$24.10	\$21.70	\$19.75	Step 4	\$28.65	\$26.95	\$26.35	\$24.10	\$21.70	\$19.75
Step 5	\$25.30	\$23.70	\$23.05	\$21.05	\$18.85	\$16.95	Step 5	\$29.05	\$27.30	\$26.65	\$24.40	\$21.95	\$19.90	Step 5	\$29.05	\$27.30	\$26.65	\$24.40	\$21.95	\$19.90
Step 6	\$25.70	\$24.05	\$23.35	\$21.35	\$19.10	\$17.10	Step 6	\$29.45	\$27.65	\$26.95	\$24.70	\$22.20	\$20.05	Step 6	\$29.45	\$27.65	\$26.95	\$24.70	\$22.20	\$20.05
Step 7	\$26.10	\$24.40	\$23.65	\$21.65	\$19.35	\$17.25	Step 7	\$29.85	\$28.00	\$27.25	\$25.00	\$22.45	\$20.20	Step 7	\$29.85	\$28.00	\$27.25	\$25.00	\$22.45	\$20.20
Step 8	\$26.50	\$24.75	\$23.95	\$21.95	\$19.60	\$17.40	Step 8	\$30.25	\$28.35	\$27.55	\$25.30	\$22.70	\$20.35	Step 8	\$30.25	\$28.35	\$27.55	\$25.30	\$22.70	\$20.35
Step 9	\$26.90	\$25.10	\$24.25	\$22.25	\$19.85	\$17.55	Step 9	\$30.65	\$28.70	\$27.85	\$25.60	\$22.95	\$20.50	Step 9	\$30.65	\$28.70	\$27.85	\$25.60	\$22.95	\$20.50
Step 10	\$27.30	\$25.45	\$24.55	\$22.55	\$20.10	\$17.70	Step 10	\$31.05	\$29.05	\$28.15	\$25.90	\$23.20	\$20.65	Step 10	\$31.05	\$29.05	\$28.15	\$25.90	\$23.20	\$20.65
Step 11	\$27.70	\$25.80	\$24.85	\$22.85	\$20.35	\$17.85	Step 11	\$31.45	\$29.40	\$28.45	\$26.20	\$23.45	\$20.80	Step 11	\$31.45	\$29.40	\$28.45	\$26.20	\$23.45	\$20.80
Step 12	\$28.10	\$26.15	\$25.15	\$23.15	\$20.60		Step 12	\$31.85	\$29.75	\$28.75	\$26.50	\$23.70		Step 12	\$31.85	\$29.75	\$28.75	\$26.50	\$23.70	
Step 13	\$28.50	\$26.50	\$25.45	\$23.45			Step 13	\$32.25	\$30.10	\$29.05	\$26.80			Step 13	\$32.25	\$30.10	\$29.05	\$26.80		
Step 14	\$28.90	\$26.85	\$25.75				Step 14	\$32.65	\$30.45	\$29.35				Step 14	\$32.65	\$30.45	\$29.35			
Step 15	\$29.30	\$27.20					Step 15	\$33.05	\$30.80					Step 15	\$33.05	\$30.80				
Step 16	\$29.70						Step 16	\$33.45						Step 16	\$33.45					

**EXHIBIT "E"**  
**Year 3**

UNION COMPENSATION SCHEDULE																						
Year 3 - Effective March 27, 2023 - March 24, 2024																						
First Shift	40 hrs.							Second Shift	36 hrs.							Third Shift	36 hrs					
Prior max	\$29.70	\$27.20	\$25.75	\$23.45	\$20.60	\$17.85		Prior max	\$33.45	\$30.80	\$29.35	\$26.80	\$23.70	\$20.80		Prior max	\$33.45	\$30.80	\$29.35	\$26.80	\$23.70	\$20.80
Step	\$0.40	\$0.35	\$0.30	\$0.30	\$0.25	\$0.15		Step	\$0.40	\$0.35	\$0.30	\$0.30	\$0.25	\$0.15		Step	\$0.40	\$0.35	\$0.30	\$0.30	\$0.25	\$0.15
Grade	6	5	4	3	2	1		Grade	6	5	4	3	2	1		Grade	6	5	4	3	2	1
Step 1	\$24.75	\$23.25	\$22.75	\$20.65	\$18.55	\$16.95		Step 1	\$28.60	\$27.00	\$26.50	\$24.15	\$21.80	\$20.05		Step 1	\$28.60	\$27.00	\$26.50	\$24.15	\$21.80	\$20.05
Step 2	\$25.15	\$23.60	\$23.05	\$20.95	\$18.80	\$17.10		Step 2	\$29.00	\$27.35	\$26.80	\$24.45	\$22.05	\$20.20		Step 2	\$29.00	\$27.35	\$26.80	\$24.45	\$22.05	\$20.20
Step 3	\$25.55	\$23.95	\$23.35	\$21.25	\$19.05	\$17.25		Step 3	\$29.40	\$27.70	\$27.10	\$24.75	\$22.30	\$20.35		Step 3	\$29.40	\$27.70	\$27.10	\$24.75	\$22.30	\$20.35
Step 4	\$25.95	\$24.30	\$23.65	\$21.55	\$19.30	\$17.40		Step 4	\$29.80	\$28.05	\$27.40	\$25.05	\$22.55	\$20.50		Step 4	\$29.80	\$28.05	\$27.40	\$25.05	\$22.55	\$20.50
Step 5	\$26.35	\$24.65	\$23.95	\$21.85	\$19.55	\$17.55		Step 5	\$30.20	\$28.40	\$27.70	\$25.35	\$22.80	\$20.65		Step 5	\$30.20	\$28.40	\$27.70	\$25.35	\$22.80	\$20.65
Step 6	\$26.75	\$25.00	\$24.25	\$22.15	\$19.80	\$17.70		Step 6	\$30.60	\$28.75	\$28.00	\$25.65	\$23.05	\$20.80		Step 6	\$30.60	\$28.75	\$28.00	\$25.65	\$23.05	\$20.80
Step 7	\$27.15	\$25.35	\$24.55	\$22.45	\$20.05	\$17.85		Step 7	\$31.00	\$29.10	\$28.30	\$25.95	\$23.30	\$20.95		Step 7	\$31.00	\$29.10	\$28.30	\$25.95	\$23.30	\$20.95
Step 8	\$27.55	\$25.70	\$24.85	\$22.75	\$20.30	\$18.00		Step 8	\$31.40	\$29.45	\$28.60	\$26.25	\$23.55	\$21.10		Step 8	\$31.40	\$29.45	\$28.60	\$26.25	\$23.55	\$21.10
Step 9	\$27.95	\$26.05	\$25.15	\$23.05	\$20.55	\$18.15		Step 9	\$31.80	\$29.80	\$28.90	\$26.55	\$23.80	\$21.25		Step 9	\$31.80	\$29.80	\$28.90	\$26.55	\$23.80	\$21.25
Step 10	\$28.35	\$26.40	\$25.45	\$23.35	\$20.80	\$18.30		Step 10	\$32.20	\$30.15	\$29.20	\$26.85	\$24.05	\$21.40		Step 10	\$32.20	\$30.15	\$29.20	\$26.85	\$24.05	\$21.40
Step 11	\$28.75	\$26.75	\$25.75	\$23.65	\$21.05	\$18.45		Step 11	\$32.60	\$30.50	\$29.50	\$27.15	\$24.30	\$21.55		Step 11	\$32.60	\$30.50	\$29.50	\$27.15	\$24.30	\$21.55
Step 12	\$29.15	\$27.10	\$26.05	\$23.95	\$21.30			Step 12	\$33.00	\$30.85	\$29.80	\$27.45	\$24.55			Step 12	\$33.00	\$30.85	\$29.80	\$27.45	\$24.55	
Step 13	\$29.55	\$27.45	\$26.35	\$24.25				Step 13	\$33.40	\$31.20	\$30.10	\$27.75				Step 13	\$33.40	\$31.20	\$30.10	\$27.75		
Step 14	\$29.95	\$27.80	\$26.65					Step 14	\$33.80	\$31.55	\$30.40					Step 14	\$33.80	\$31.55	\$30.40			
Step 15	\$30.35	\$28.15						Step 15	\$34.20	\$31.90						Step 15	\$34.20	\$31.90				
Step 16	\$30.75							Step 16	\$34.60							Step 16	\$34.60					

**EXHIBIT "E"**  
**Year 4**

UNION COMPENSATION SCHEDULE																				
Year 4 - Effective March 25, 2024-April 4, 2025																				
First Shift	40 hrs.						Second Shift	36 hrs.						Third Shift	36 hrs.					
Prior max	\$30.75	\$28.15	\$26.65	\$24.25	\$21.30	\$18.45	Prior max	\$34.60	\$31.90	\$30.40	\$27.75	\$24.55	\$21.55	Prior max	\$34.60	\$31.90	\$30.40	\$27.75	\$24.55	\$21.55
Step	\$0.40	\$0.35	\$0.30	\$0.30	\$0.25	\$0.15	Step	\$0.40	\$0.35	\$0.30	\$0.30	\$0.25	\$0.15	Step	\$0.40	\$0.35	\$0.30	\$0.30	\$0.25	\$0.15
Grade	6	5	4	3	2	1	Grade	6	5	4	3	2	1	Grade	6	5	4	3	2	1
Step 1	\$25.85	\$24.25	\$23.70	\$21.50	\$19.30	\$17.60	Step 1	\$29.80	\$28.10	\$27.55	\$25.10	\$22.65	\$20.80	Step 1	\$29.80	\$28.10	\$27.55	\$25.10	\$22.65	\$20.80
Step 2	\$26.25	\$24.60	\$24.00	\$21.80	\$19.55	\$17.75	Step 2	\$30.20	\$28.45	\$27.85	\$25.40	\$22.90	\$20.95	Step 2	\$30.20	\$28.45	\$27.85	\$25.40	\$22.90	\$20.95
Step 3	\$26.65	\$24.95	\$24.30	\$22.10	\$19.80	\$17.90	Step 3	\$30.60	\$28.80	\$28.15	\$25.70	\$23.15	\$21.10	Step 3	\$30.60	\$28.80	\$28.15	\$25.70	\$23.15	\$21.10
Step 4	\$27.05	\$25.30	\$24.60	\$22.40	\$20.05	\$18.05	Step 4	\$31.00	\$29.15	\$28.45	\$26.00	\$23.40	\$21.25	Step 4	\$31.00	\$29.15	\$28.45	\$26.00	\$23.40	\$21.25
Step 5	\$27.45	\$25.65	\$24.90	\$22.70	\$20.30	\$18.20	Step 5	\$31.40	\$29.50	\$28.75	\$26.30	\$23.65	\$21.40	Step 5	\$31.40	\$29.50	\$28.75	\$26.30	\$23.65	\$21.40
Step 6	\$27.85	\$26.00	\$25.20	\$23.00	\$20.55	\$18.35	Step 6	\$31.80	\$29.85	\$29.05	\$26.60	\$23.90	\$21.55	Step 6	\$31.80	\$29.85	\$29.05	\$26.60	\$23.90	\$21.55
Step 7	\$28.25	\$26.35	\$25.50	\$23.30	\$20.80	\$18.50	Step 7	\$32.20	\$30.20	\$29.35	\$26.90	\$24.15	\$21.70	Step 7	\$32.20	\$30.20	\$29.35	\$26.90	\$24.15	\$21.70
Step 8	\$28.65	\$26.70	\$25.80	\$23.60	\$21.05	\$18.65	Step 8	\$32.60	\$30.55	\$29.65	\$27.20	\$24.40	\$21.85	Step 8	\$32.60	\$30.55	\$29.65	\$27.20	\$24.40	\$21.85
Step 9	\$29.05	\$27.05	\$26.10	\$23.90	\$21.30	\$18.80	Step 9	\$33.00	\$30.90	\$29.95	\$27.50	\$24.65	\$22.00	Step 9	\$33.00	\$30.90	\$29.95	\$27.50	\$24.65	\$22.00
Step 10	\$29.45	\$27.40	\$26.40	\$24.20	\$21.55	\$18.95	Step 10	\$33.40	\$31.25	\$30.25	\$27.80	\$24.90	\$22.15	Step 10	\$33.40	\$31.25	\$30.25	\$27.80	\$24.90	\$22.15
Step 11	\$29.85	\$27.75	\$26.70	\$24.50	\$21.80	\$19.10	Step 11	\$33.80	\$31.60	\$30.55	\$28.10	\$25.15	\$22.30	Step 11	\$33.80	\$31.60	\$30.55	\$28.10	\$25.15	\$22.30
Step 12	\$30.25	\$28.10	\$27.00	\$24.80	\$22.05		Step 12	\$34.20	\$31.95	\$30.85	\$28.40	\$25.40		Step 12	\$34.20	\$31.95	\$30.85	\$28.40	\$25.40	
Step 13	\$30.65	\$28.45	\$27.30	\$25.10			Step 13	\$34.60	\$32.30	\$31.15	\$28.70			Step 13	\$34.60	\$32.30	\$31.15	\$28.70		
Step 14	\$31.05	\$28.80	\$27.60				Step 14	\$35.00	\$32.65	\$31.45				Step 14	\$35.00	\$32.65	\$31.45			
Step 15	\$31.45	\$29.15					Step 15	\$35.40	\$33.00					Step 15	\$35.40	\$33.00				
Step 16	\$31.85						Step 16	\$35.80						Step 16	\$35.80					