

COLLECTIVE BARGAINING AGREEMENT

Between

SHELDAHL

and

LOCAL NO. 17, UNITE HERE

For the Term

12:01 A.M. October 11, 2019

To

12:00 Midnight August 31, 2022

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AGREEMENT

INTRODUCTION

This Agreement is made and entered into by and between Sheldahl, Inc. at Northfield, Minnesota, hereinafter referred to as the Employer and Local No. 17, UNITE HERE, hereinafter referred to as the Union.

ARTICLE 1 - Contravention of Laws

Section 1. Savings. If any provision of the Agreement is in contravention of the laws or regulations of the United States or the State of Minnesota, in which the plant covered by this Agreement is located, such provision will be superseded by the appropriate provisions of such law or regulation as same is in force and effect but all other provisions of this Agreement will continue in full force and effect.

Section 2. Purpose. The purpose of this Agreement shall be to achieve mutual understanding, harmony and cooperation among the Union, the Employer and its employees; to provide sound working conditions for the employees; to secure a prompt and fair disposition of grievances, to eliminate all interruptions of work and the interference with the efficient operation of the plant; and to set forth the Agreement covering rates of pay, hours of work and conditions of employment to be observed by the parties during the life of this Agreement.

ARTICLE 2 - Non-Discrimination

During the term of this contract, both parties agree that they will not discriminate against any qualified applicant for employment, or employee because of race, color, religion, sex, marital status, sexual orientation, age, national origin, disability, or veteran status. Both parties to this Agreement will take action needed to insure that qualified applicants and employees are employed and that they are treated during employment without regard to their membership in any protected class. Such action will include, but not be limited to the following: employment, wages, and other forms of compensation, upgrading, demotion or transfer; recruitment or recruitment advertisement; and selection for training. In order to ensure equal opportunity in all phases of the work situation, both parties to this Agreement will abide by the requirements of the equal employment opportunity and affirmative action regulations of the city, state, or Federal government agency which are contained in any contracts which the Employer legally executes with a city, state, or Federal government agency, and under which it promises performance. Any claim of discrimination which would constitute a violation of federal, state, or local laws against discrimination based on the personal characteristics set forth above shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 3 - Respect and Dignity

Section 1. Local 17 and the Employer recognize that workers in this industry are professional employees deserving of the highest regard. The Union, the Employer, the nonunion and union employees will work together to honor the principles of respect and dignity at all times. The Parties and nonunion and union employees agree that the continued success and cooperation of this establishment is dependent upon their mutual respect for one another's work. It is

understood and agreed that this Section 2 articulates an aspirational goal in the interest of harmonious labor relations and shall not be the basis of a grievance to be processed pursuant to Article 12.

ARTICLE 4 - Management Rights

The Union recognizes that the right to manage all aspects of the Employer's business and direct the employees is vested exclusively in the Employer except as modified by this Agreement. This right will include but not be limited to the right to: plan, direct, control, increase, decrease or discontinue operations; select, hire and determine the number of its employees, including the number and identity of those assigned to any particular work or project, and the number of employees to work within any classifications, shifts or work weeks; promote employees and transfer them from one job to another; require that employees perform duties other than those normally assigned to be performed; determine and schedule the hours of work; determine and schedule when and if overtime will be worked and compel employees to perform such work; install or remove equipment; determine the methods, procedures and materials to be utilized.

The Employer has the right to promulgate and enforce reasonable rules and regulations governing the conduct of employees and to discipline, suspend, and discharge employees with just cause.

The Employer has the right to sell, lease, assign, transfer, combine or otherwise dispose of all or part of its plant, business or equipment; eliminate, close, terminate, shut down, move and/or otherwise relocate any or all of its existing operations, business, office and/or other physical plant premises; establish, acquire, lease, rent or purchase new operations, businesses, offices or other physical plant premises; consolidate, merge, integrate or combine any of its existing operations, business, office or other physical plant premises, in whole or in part, with any other operations, business, office or other physical plant premises currently or newly owned, built, leased, rented, purchased or otherwise acquired by the Employer; redistribute, redefine and restructure the geographical areas in which work may be performed by unit and/or non-unit personnel; subcontract work; introduce new or improved methods of operation or technology; train employees; and determine reasonable work pace, work performance levels and standards of performance of employees. The Employer will not replace bargaining unit employees using contract employees within the Northfield facility.

ARTICLE 5 - Work Rules

Employees covered by this Agreement will observe such rules and regulations as may be established by the Management, provided such rules and regulations do not conflict with or supersede any of the terms or provisions of this Agreement. All rules shall be conspicuously posted by the time clocks or on employee bulletin boards and a copy provided to the Union or its designated representative.

ARTICLE 6 - Recognition

Section 1. Recognition. UNITE HERE, Local No. 17, will be recognized as the collective bargaining agent and sole representative for all production and maintenance employees of the Employer in the classifications listed in Exhibit "A" of this Agreement, but excluding all other employees of the Employer, including but not limited to office and clerical employees,

professional and technical employees, product development employees, maintenance machinists, sales and service employees, Head Shipping Clerk, Head Stock Room Clerk, guards and supervisors as defined in the National Labor Relations Act, as amended.

Section 2. Union Security. It will be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of the Agreement will remain members in good standing for the duration of this Agreement. Any employee who is not a member on the execution date of this Agreement will become a member on the completion of his/her probationary period, and will remain a member in good standing for the duration of this Agreement and every new such employee hired after the execution date of this Agreement will become a member on the completion of his/her probationary period and will remain a member in good standing for the duration of this Agreement.

Membership in good standing for the purpose of this Agreement will be satisfied by the tender of a standard initiation fee and thereafter the regular monthly dues uniformly applied.

Section 3. Dues Checkoff. If an employee signs an authorization statement, the Employer will deduct the standard initiation fee and the standard union dues, applied uniformly to all employees, and remit the same to UNITE HERE, Local No. 17. If for any reason an employee does not receive a paycheck on any pay day of the month, the Employer will deduct dues from the paycheck received on the next pay day for that dues period plus dues owing for the period preceding only. The checkoff authorization will remain in effect for the duration of the Agreement, unless revoked in writing by the employee during the thirty (30) day period preceding September 1st of any intervening year.

The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorizations by submitting to the Union a written application form, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state or federal law. The Union will provide the Employer with appropriate documentation of said authorization.

The membership application and dues check-off authorization card will be provided to the Employer by the Union. The Employer will remain neutral with respect to any of its employees or prospective employees' decisions regarding membership. The Employer will inform any employee who inquires about Union membership that they should contact the Union. Nothing in this provision shall prohibit the Employer from providing truthful information in response to such inquiries.

Section 4. Tip Check Off. The Employer agrees to honor the voluntary political contribution deduction authorization from employees in the following form (provided said authorization is furnished in advance to the Company).

I, _____ hereby authorize
and direct the PAYROLL DEPARTMENT OF _____ to

deduct from my salary the sum of \$ _____ per week and to transmit that sum to the UNITE HERE TIP Campaign Committee. My signature shows I understand that (1) my contributions will be used for political purposes to advance the interests of the members of UNITE HERE, their families, and all workers, including support of federal and state candidates and political committees and addressing political issues of public importance; (2) this authorization is voluntary, and contributing to the UNITE HERE TIP Campaign Committee is not a condition of membership in UNITE HERE or any of its affiliates, or a condition of employment; (3) I may refuse to contribute without reprisal; (4) any guideline contribution amounts proposed by UNITE HERE are only suggestions; I may contribute more or less than those amounts, and I will not be favored or disadvantaged by UNITE HERE or the employer because of the amount of my contributions or my decision not to contribute; and (5) only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute. Contributions or gifts to the UNITE HERE Tip Campaign Committee are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me. This authorization shall apply while I am employed by my current employer and while I am employed by any future employers that have contracts or bargain collectively with UNITE HERE Local 17.

Signature of Employee _____
Date _____

Section 5. New Employee Orientation. Upon request by the Union, Union representatives shall be afforded the opportunity to meet with new hires for fifteen (15) minutes during the new employee orientation session, or within the first thirty (30) days of employment, if the Employer does not hold an orientation session within that timeframe, without Employer representatives present. The Union shall provide advance written notice of any Union representatives designated to conduct such session. New hires participating in the session shall be on paid time. The Union shall not make any disparaging comments about the Employer during such sessions.

Section 6. Political Action Committee. All meetings related to the Union Political Action Committee will be conducted on employees' own time and off the Employer's premises.

Section 7. Union Meetings. The Employer will excuse up to two (2) two employees from work per calendar year to attend an official Union gathering or convention. The time excused will not exceed five days per employee. The Employer will also excuse up to four (4) employees per calendar year for training. The time excused will not exceed three (3) days per employee. The Union will give the Employer 30 days' notice of the need for the excused absence.

The Employer will excuse the Executive Committee from work to attend a regular monthly Union meeting, provided that no more than two (2) employees per shift, per department are required off, and provided the total number of employees off does not exceed five (5) employees. The Union will give the Employer seven (7) days' notice of the need for the excused absence. The Union will notify the Employer when new employees are elected to these positions.

Section 8. Indemnification. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article 6, or in reliance on any list, notice or assignment furnished under any such provisions.

ARTICLE 7 - No Strike – No Lockout

During the term of this Agreement, the grievance machinery of this Agreement and the administrative and judicial remedies and procedures provided by statute for remedying unfair labor practices and other legal wrongs will be the sole and exclusive means for settling any and all disputes between the employees and/or the Union and the Employer, whether relating to the application of this Agreement, economic matters, unforeseen matters of any kind, and all other matters. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slow down, concerted stoppage of work, observance of picket lines or any other intentional interruption of work, regardless of the reason therefore. Upon request by the Employer, the Union will actively discourage, publicly denounce, and take all other reasonable steps necessary to bring an immediate end to any employee activity in violation of this Section. Any or all employees who violate the provisions of this Section will be subject to discipline up to and including discharge by the Employer. It is agreed by the parties that discipline or discharge need not be equal among all violators and, if there is a grievance protesting disciplinary or discharge action by the Employer, the sole question to be resolved through the grievance and arbitration procedure will be whether or not the employee participated in any activity violative of this Section. The Employer will not engage in any lockout of employees covered by this Agreement. A layoff or shut down for business reasons will not constitute or be construed as a lockout.

ARTICLE 8 - Union Activities

The Union and employees agree that there will be no Union activities carried on during working hours other than those necessary for the presentation of grievances arising over the interpretation of/or adherence to the terms of this Agreement. The Union representative may visit the plant of the Employer to investigate conditions pertaining to compliance or non-compliance to this Agreement, provided such representative observes the Employer's standard rules and regulations regarding facilities access by non-employees. Access will not be unreasonably denied.

ARTICLE 9 - Bulletin Boards and Filing Cabinets

The Employer will provide a space of at least 31 inches by 44 inches on company bulletin boards (one for each facility) so that the Union may post notices that are confined to information relating to Union meetings, Union elections, Union negotiations, the results of Union elections and Union social events. Notices pertaining to other items of Union interest may be posted after Employer approval of such notices. The Employer will provide designated spaces in production areas where, for one week preceding a Union election, anyone running for an elected Union position may post a notice of his/her candidacy.

The Company will provide accessible areas in the facility for one Union filing cabinet in each facility.

ARTICLE 10 - Labor/Management Meetings

The Union will designate not more than six (6) regular members to represent the Union in meetings with the Employer in matters of mutual interest. The Employer and/or the Union, as applicable, will follow up on matters discussed at such meetings within thirty (30) days. Meetings will be held at mutually agreeable times.

ARTICLE 11 - Health and Safety

Section 1. Safety Laws. The Employer will continue to maintain a safety and health program in accordance with State and Federal law. This program will include training to insure all employees are informed of health and safety policies and procedures, are familiar with safety data sheets and the labeling of chemicals, and know the health and safety risks associated with the chemicals and machinery in the areas they may be assigned to work (i.e. Right-to-Know training).

Section 2. Protective Equipment. The Employer will supply personal protective equipment (PPE) as required under Federal and State Law. A change in policy or the addition of personal protective equipment required by the Employer will be communicated to the Union.

Section 3. Safety Committee.

A. The Company agrees to maintain a joint labor-management Health and Safety Committee. The Committee will have a minimum of eight (8) members, half of whom will be selected by the Union. All members must attend at least two-thirds of the regularly scheduled meetings or be replaced by the Committee.

B. The Committee will hold monthly meetings to monitor existing and suggested safety practices and rules relating to safety. An agenda will be prepared and circulated in advance of the meeting. The Committee will establish procedures for safety and health audits that will be done monthly.

C. The Employer will attempt to notify the President of Local 17 of the arrival of an OSHA inspector. If the President can't be reached or if s/he is unable to go on the inspection, the Employer will contact the appropriate designee from the list of 4 employees provided by the President to the Employer. The list will include the name of one first and second shift employee from each building. The appropriate designee will be the employee working the shift at the time the inspector arrives in the building the inspector wishes to inspect.

D. With approval by a majority of the entire Committee, Union Committee members will be allowed to attend a health and safety training opportunity once per year. Training opportunities will normally not exceed two days per event and be attended by no more than two members. In determining eligibility to attend, the Committee will review program content, cost, anticipated benefits and attendance of Committee activities by members. The

Company will pay for the employee's regular work hours missed and expenses. The Committee members who attend will report on the training activities at the next regularly scheduled Committee meeting.

Section 4. The Employer and Union will cooperate in a Drug Free Workplace effort. The Health and Safety Committee will consider issues related to drug abuse in the workplace.

Section 5. If an employee puts in a maintenance work order for a safety issue, management will acknowledge the concern within 5 working days. Such acknowledgment will be on the maintenance work order form itself, as well as on the employee video board. No Employee shall be required to use equipment they reasonably consider to be in an unsafe condition.

ARTICLE 12 - Grievance and Arbitration Procedure

Section 1. Grievance Definition. A grievance is defined as any dispute over the interpretation or application of any specific term or provision of this Agreement. The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the provisions of the Agreement which allegedly have been violated. A written grievance which fails to contain this information shall not be processed under this Article.

The Employer will recognize shop stewards selected by the Union from regular employees in the bargaining unit who may assist in the handling and adjustment of grievances and complaints. Stewards may assist at such times that do not interfere with the normal operation of the Employer's business. Only those grievances having to do with interpretation of or adherence to the terms of the Agreement will be subject to the grievance procedure. They will be handled in the following manner:

Step 1. The aggrieved employee and/or appropriate department steward may discuss the issue with the supervisor. If the matter is not satisfactorily disposed of within ten (10) regular working days of the occurrence giving rise to the grievance, the employee or Union may advance the grievance to Step 2 below.

Step 2. The Union will present the written grievance to the Human Resources Department no more than ten (10) working days from the date of the occurrence giving rise to the grievance. Failure to submit the written grievance within this timeframe shall result in waiver of the grievance.

A Step 2 meeting will be held between the Employer's management, including a representative of Human Resources, and the aggrieved employee and/or a Union representative and up to two additional union officials (i.e. stewards or officers) to discuss and potentially resolve the grievance. This meeting shall occur within ten (10) working days from the submission of the grievance, unless the parties mutually agree in writing to an extension.

The Employer will provide the Union with a written response to the grievance no later than ten (10) working days after the Step 2 meeting. The Union will then have thirty (30) calendar days to accept the Employer's response or advance the grievance to Step 3.

Time spent in Step 1 and Step 2 meetings will be unpaid if in excess of one (1) hour and scheduled during the employee's working hours and will be unpaid if the meeting is held outside of the employee's working hours. Time spent in Union initiated investigations, Step 3 of the grievance procedure (i.e. arbitration or mediation), and in contract negotiations will be unpaid.

Step 3. If the parties are unable to resolve the grievance at Step 2, the Union may advance the matter to arbitration (Step 3). The Union must notify the Company of its intent to arbitrate a grievance within 30 days of the Company's Step 2 response. In order to initiate arbitration, the Union must, within ten (10) working days of its notice to the Employer requesting arbitration, request a panel of seven (7) arbitrators from the Federal Mediation & Conciliation. An arbitrator must be selected within 10 calendar days of the parties' receipt of the arbitration panel from FMCS. The selection process shall be by alternate strike, with the party requesting arbitration to strike the first name. Either party may request an entirely new panel of arbitrators one (1) time per arbitration. If the arbitrator selected is unable or unwilling to serve and the parties cannot agree on another arbitrator, then another panel may be requested and the above procedure will be repeated until an arbitrator is selected.

After a grievance has been submitted to arbitration, and prior to any arbitration hearing, the parties may mutually agree to mediate the grievance in an effort to resolve the dispute. The mediator shall be requested from the Federal Mediation and Conciliation Service (FMCS) at no cost to the parties.

The arbitrator will hear the matter in dispute as soon as possible. The arbitrator will render his/her decision as expeditiously as possible and the same will be final and binding upon both parties. The Union, except in disciplinary matters, will have the burden of proving its case. Each grievance will be arbitrated separately and by different arbitrators unless the parties agree to the contrary.

Section 2. Effect of Failure to Appeal. Any grievance not filed or advanced by the Union to a succeeding step within the time limits specified shall be deemed abandoned, shall not be entitled to further consideration, and shall be resolved on the basis of the Employer's last response. Such abandonment by the Employer shall be deemed an acceptance of the grievance as stated and the remedy requested by the Union shall be accepted and enforced.

ARTICLE 13 - Discipline and Discharge

Section 1. Written Discipline. Discipline up to and including discharge will be for just cause. If there is a meeting with the employee at the time discipline is administered, the employee may have the appropriate Union representative or steward present. The Union will be given copies of any written discipline and discharge notices. The Employer will fax or email copies of those notices to the Twin Cities office of UNITE HERE Local 17. The Union recognizes that a paper suspension has the same effect as a traditional suspension. All written discipline, notices of suspension, and notices of discharge which are to become a part of the employee's file shall be read and signed by the employee, or an indication that the employee was presented

with the document and refused to sign. Such signature shall in no way be an admittance of wrongdoing on the part of the employee.

Section 2. Discipline Cancellation. Written discipline notices shall not be used as a basis for progressive discipline after a period of eighteen (18) months, unless the discipline involves similar conduct.

ARTICLE 14 - Seniority

Section 1. Definition. Seniority shall mean continuous length of service in the Company from the first day of work in the bargaining unit covered by this Agreement. The term "Company" shall be interpreted as including Sheldahl's predecessor employers at the Northfield facility.

A. Seniority - Governing Principle. The following principle will govern all applications and consideration of seniority called for by this Agreement: The Employer will have no obligation at any time to assign any employee to any work which s/he is not capable of performing satisfactorily. The determination of employee capabilities, abilities, skills and qualifications to perform work will be made by the Employer.

For purposes of layoff and recall, employees' most recent performance review score will be enhanced by bonus points based on seniority as follows:

LENGTH of SERVICE (Years)	SENIORITY POINTS
< 5	0
5 to < 10	1
10 to < 15	2
15 to < 20	3
20 to < 25	4
> 25	5

B. Layoffs. Should it become necessary for the Employer to reduce its work force of bargaining unit employees covered by this Agreement, it will remove the least senior employees from the job title's and shifts affected in accordance with the procedures set forth in this Paragraph B, and subject to the principle enunciated in Paragraph A of this Article, except where by mutual agreement with the Employer, a more senior employee within the job title and shift voluntarily takes the layoff.

- (1) Employees whose most recent performance review scores, as enhanced by seniority bonus points, fall at or below the 40th percentile of all employees will be laid off in the order of their enhanced scores, with the employee with the lowest score being laid off first.

- (2) Employees whose most recent performance review scores fall in the upper sixty per cent (60%) of the workforce will be laid off according to seniority, with the least senior employee being laid off first, provided the employee has not received a disciplinary counseling, warning or suspension during the six (6) months immediately preceding the date of the layoff; provided further, that if such disciplinary action is then currently being actively processed as a grievance, the employee will not be disqualified from exercising his or her seniority for the layoff as generally provided in this Section 2.

If two or more employees whose scores fall within the 60th percentile of all employees have identical scores, they shall be laid off according to their relative seniority,

- (3) In order to avoid being laid off, employees so displaced will be given the opportunity to displace the least senior employees working in other equal or lower rated classifications in accordance with the procedures set forth below and the principle enunciated in Paragraph A of this Article, and such displaced least senior employees will be given similar opportunities vis-à-vis the least senior employees working in classifications equal or lower rated than those from which they have been displaced. An employee being laid off will be given forty-eight (48) hours' advance notice of his/her layoff, except in cases of unforeseen circumstances or other conditions beyond the control of the Employer. The Employer will maintain a list of laid off employees.

- (a) An employee displaced by the reduction in force ("displaced employee") who at the time of such displacement is certified in the same job title ("certified") as the position into which as an alternative to layoff he or she seeks to bump ("position sought"), may in turn bump any employee working in other equal or lower rated classifications who is currently certified but whose most recent performance review score as enhanced by seniority bonus points and experience bonus points as described in Article 15 Section 1 ("score") is lower than that of the displaced employee.

- (b) In the event the displaced employee and any employee working in other equal or lower rated classifications have identical scores, the displaced employee is currently certified in the same job title ("certified") as the position into which he or she wishes to bump ("position sought"), and no employee with an identical score working in the position is so certified, the displaced employee may bump such other employee(s)

- (c) In the event the displaced employee and any employee working in the position sought in other equal or lower rated classifications have identical highest scores and both are currently

certified, the displaced employee may bump into the position sought if he or she has the more recent certification.

(d) If both the displaced employee and any employee working in other equal or lower rated classifications have identical high scores and none of them ever has been certified, the displaced employee may bump into the position sought if he or she has the greater actual seniority as defined in Article 14 Section 1 ("seniority").

(e) In the event (i) neither the displaced employee nor none of the employees working in other equal or lower rated classifications ever has been certified, (ii) the displaced employee and any other employee working in such other classifications have identical high scores, and (iii) the displaced employee and any other employee(s) working in such other classifications have identical seniority, the displaced employee may bump into the position sought if he or she has the lowest employee number among such employees.

C. Recall. When the Employer deems it necessary to increase the work force following a layoff and there are employees working in the plant or on layoff who held regular jobs in positions which the Employer needs to fill, the Employer will first reassign to such vacant positions those senior employees who, pursuant to Paragraph B of this Article, were displaced from such positions and who are then working in the plant in job classifications other than their regular classifications, in accordance with and subject to the principle enunciated in Paragraph A of this Article. If vacant positions remain unfilled, the Employer will then recall the most senior laid-off employees whose regular job classifications were equal or higher rated to that of the vacant position, in accordance with the reverse order of the priorities set forth above and subject to the principle enunciated in Paragraph A of this Article. Failure to accept recall to work will be considered a voluntary termination of employment.

D. Loss of Seniority; Other Seniority Rights. Seniority will be lost by a voluntary quit or discharge. Any employee who is absent from work for two consecutive days without notifying his/her supervisor will be deemed to have voluntarily quit. Seniority rights for employees on layoff will continue for twelve (12) months after which time the employee's employment is terminated.

An employee who transfers to a non-bargaining unit position within the Company and at the Employer's discretion, is allowed to return to the bargaining unit within twelve (12) months of such transfer, upon reentry into the bargaining unit, will be credited with the seniority the employee had at the time the employee transferred out of the unit.

An employee who is hired for a paid position with the Union and at the Employer's discretion, is allowed to return to the bargaining unit within twelve (12) months of taking such position, upon re-entry into the bargaining unit, will be credited with the seniority the employee had at the time the employee left the unit.

Section 2. Probationary Period- New Employees

All new employees will complete a probationary period of four hundred and eighty (480) hours or ninety (90) consecutive calendar days (whichever is longer) of employment satisfactory to the Employer. The Employer will be free to discharge any employee during the probationary period without the employee having recourse through the Union or the grievance procedure of this Agreement.

Section 3. Part-time and Temporary Employees

A part-time employee is one whose regular, normal work schedule is less than thirty hours per week.

Anyone hired as a temporary employee (such as a student during a school break) will not be considered a regular full-time employee with seniority until the employee has completed one hundred twenty (120) consecutive calendar days of employment.

Section 4. Disability

The Employer will reasonably accommodate an employee who is disabled under the Americans with Disabilities Act pursuant to the terms and conditions of this Agreement.

The Employer may use a job classification or shift transfer to accommodate an employee under the Americans with Disabilities Act, if there is a vacancy or production need that the employee is qualified and capable of performing and there are no senior employees on layoff who are entitled to recall to the job classification and shift to which the disabled employee is to be assigned.

A disabled employee requesting a transfer will obtain written confirmation of the reasons for the requested transfer from a doctor. In addition, the Employer may require that the reasons for the transfer and the employee's ability to perform the available work be evaluated, at company expense, by a medical facility designated by the Employer. A disabled employee may also be considered for a leave of absence of up to three (3) months until a job opening develops or the leave expires. Such leave of absence may be extended at the sole discretion of the Employer. During the first three (3) month leave of absence, the disabled employee's job will be filled on a temporary basis unless it is clear that the employee will not return to work within the initial three (3) month leave period. A disability may be evaluated every thirty (30) days through the medical facility designated by the Employer at the discretion of the Employer.

If an employee is no longer disabled, or circumstances change so that an employee can perform his/her regular job title, the employee will return to such job title and/or regular shift as soon as practical to permit an orderly transfer, providing the returning employee is senior to the other employees currently filling that job title or there is a vacancy or production need.

ARTICLE 15 - Positions

Section 1. Job Openings: Posting and Bidding. Openings on regular jobs not otherwise filled by recall will be posted on the plant bulletin boards for ten (10) calendar days. The posting will include the date of posting, "job title" (Example: Production Worker), job title (e.g. imaging), department (example: 5664 Imaging Process), and shift.

(a) Employees will be notified in writing within five (5) working days on whether their bid was accepted or rejected in accordance with the principles set forth below.

(b) Employees who are awarded posted positions may be asked to train in any of the certifications in the job title.

Employees on PTO, leave, or layoff may call the Human Resources Department to inquire about the job postings and may submit bids over the phone. Postings will be effective for thirty (30) days and may be used for all open positions in the job title and shift that occur during that time.

Section 2. Eligibility and Award. When the employer elects to fill the posted position, selection of a successful bidder from among those employees who have submitted requests for a posted position will be made by the Employer in accordance with the governing principle contained in Section 1.A of Article 14; *provided, however*, that where there are bidders currently performing the same job title on a shift other than the shift on which the opening occurs, the job will be awarded by seniority, without regard to performance review scores. the award of a posted position shall be subject to the following eligibility restrictions:

(a) Employees who have not successfully completed 180 calendar days of employment as a regular full-time employee, to run concurrently with the ninety (90)-day probationary period set forth in Article 14 Section 2, shall be eligible to bid for a posted position only if no other eligible employees with more than 180 calendar days of employment bids.

(b) Employees who are placed in a job or who reject an awarded job as a result of the posting and bidding process are not eligible for a new job award for one hundred eighty (180) calendar days from the date of the placement or rejection.

(c) Employees who have been suspended for violation of work rules or the attendance policy within the one hundred eighty (180) calendar-day period immediately preceding the date the job is to be awarded are not eligible for the award of the job.

If no internal candidate bids or is eligible for the award, the Employer may fill the posted job from the outside.

If there are eligible internal candidates, the position will be awarded in accordance with the priorities set forth below; *provided, however*, where there are bidders currently performing the same job duties within the same job title on a shift other than the shift on which the opening occurs, the job will be awarded by seniority, without regard to performance review scores.

Nothing, however, will require the Employer to fill the posted position.

(a) The position will be awarded to the eligible internal candidate with the greatest number of total points among those who, on the date of the posting, are currently certified in the same job title as the posted position.

(b) If there are no eligible internal candidates currently certified in the same job title as the posted position, but two (2) or more of them previously have been so certified, and they all have identical point totals, the position will be awarded to the candidate with the most recent certification.

(c) If none of the eligible internal candidates ever has been certified in the same job title as the posted position, the position will be awarded to the candidate with the greatest number of total points.

(d) If two or more eligible internal candidates have the same number of total points, but none of them previously has been certified in the same job title as the posted position, the position will be awarded to the candidate with the most seniority.

(e) If the only eligible internal candidates have identical point totals, none of them previously has been certified in the same job title as the posted position, and all of them have identical seniority dates, the candidate with the lowest employee number will be awarded the position.

(f) For bidding purposes, the most recent performance review score of eligible candidates who have not been suspended for violation of work rules or the attendance policy since their last review (unless the suspension is then currently being actively processed through the Grievance and Arbitration Procedure) will be enhanced by bonus points based on seniority and previous experience as follows:

Seniority

LENGTH of SERVICE (Years)	SENIORITY POINTS
< 5	0
5 to < 10	1
10 to < 15	2
15 to < 20	3
20 to < 25	4
> 25	5

Experience

EXPERIENCE (Certification)	EXPERIENCE POINTS
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Bidder never has been certified or was certified > 15 years ago in the same job title/duty as the posted position	0
Bidder not currently certified but was certified between 5-15 years ago in the same job title/duty as the posted position	1
Bidder not currently certified but was certified less than 5 years ago in the same title/duty as the posted position	3
Bidder is currently certified in the same job title/duty as the posted position at the time of posting	5

(g) Prior to an employee's acceptance of a job award, the job description, physical requirements, skill requirements, and prospective training requirements will be reviewed with and shown to the employee.

(h) An employee awarded a position must accept within three (3) working days. If the position is not accepted it will be awarded to the next eligible candidate.

(i) An employee who is awarded a position pursuant to this bidding and posting procedure will not be assigned to work in the position until his or her current position has been filled and his or her replacement has been trained, *provided, however* that the successful bidder may not be required to remain in his or her current position longer than six (6) weeks after he or she has been selected to fill the position. The six-week period may be extended by mutual agreement, written and signed by the employee and the Company, specifying the ending date for such extension.

Employees who, in order to avoid being laid off as provided in Article 14, Section 1, Paragraph B, elect to displace the least senior employees working in other equal or lower rated classifications in accordance with the principle enunciated in Paragraph A of Article 14, and who subsequently accept another position as a result of a job posting give up any right to be recalled to the original position, from which they were displaced as a result of a reduction in the work force.

Section 3. Initial Qualification. During the first 60 work days in a new job, the employee will demonstrate that s/he is qualified to perform the duties of the position. If the employee fails to demonstrate that s/he is qualified, then the employee will be returned to his/her former job classification and shift if there is an opening. If there is no opening, the employee will be able to bump the junior employee in his/her former classification if the employee has the seniority to do so. If the employee does not have the seniority to bump someone, then the employee will be placed on layoff. During the first ten (10) work days in a new job, the employee may choose to return to his/her prior position. Any employee returning to a former classification under this provision will return to his/her former rate of pay.

Section 4. Disqualification. If an employee who has passed the initial qualifying period demonstrates at some later time that s/he is unable to perform the duties of the job, the employee will be disqualified from the job classification. The disqualified employee will be allowed to exercise his/her seniority to a former classification on that shift. If the employee does not have the seniority to hold that shift the employee may exercise his/her seniority to a different shift. If there is no junior employee, or if the employee does not have any experience in another classification, then the employee will be placed on layoff. Any employee returning to a former classification under this provision will have his/her pay adjusted so that it does not exceed the top rate of pay in the former classification. This provision will not be used in lieu of discipline.

Section 5. Temporary Assignments. The Employer may temporarily assign employees to train or work in classifications other than their regular classifications. The duration of such temporary work assignments, exclusive of time spent training the employee in the duties and responsibilities required in the temporary assignment, shall not exceed one hundred eighty (180) calendar days. Upon the Employer's determination (a) that the training period is concluded; (b) that the temporary need has been fulfilled sooner than one hundred eighty (180) calendar days from its commencement; or (c) upon the expiration of the one hundred eighty (180) calendar-day maximum temporary work assignment period, the employee will be returned to his/her regular job classification. If the employee is working in a higher paying classification during training for or while working in the temporary assignment, he or she shall be paid at his or her regular rate, unless he or she is working in a higher-paying classification. In that case, the employee will be paid at the beginning rate of the higher classification, or will be paid fifty cents (\$0.50) per hour more than his/her regular rate, whichever is greater. During the time an employee works in a temporary assignment, s/he will continue to accrue seniority as if s/he were working in his/her regular job. Thirty (30) calendar days after an employee has been returned to his/her regular job classification following a temporary assignment, the Employer may temporarily reassign the employee to train or work in a classification other than his/her regular classification. With the exception of shift transfers as part of shift equalization, unless mutually agreed in writing as between the Employer and employee, the Employer will not temporarily assign an employee to a different shift for more than thirty (30) days in a year, measured from the first day of such assignment.

Section 6. Use of Temporary Workers.

(a) *Temporary Substitutes.* The Employer will be permitted to use workers furnished by a temporary agency as temporary substitutes for regular bargaining unit employees when in the opinion of the Employer, the needs of the business require additional temporary personnel in circumstances when regular employees are on leave of absence of any kind, or otherwise are absent from work; or when the employer determines that a temporary increase in production creates a temporary need for additional staff. The employer shall provide the same safety equipment to temporary employees as provided to regular employees.

Such use of temporary substitute workers shall be limited to a maximum of one hundred eighty (180) consecutive calendar days. The one hundred eighty (180) consecutive calendar day maximum permitted for the use of individual temporary substitutes shall commence

on the first day a particular temporary worker provides services pursuant to a specific request to a staffing agency, and shall terminate on the last day services are provided by the substitute pursuant to that same request, provided, however:

- (1) Days in which the plant is not in general operation (such as the annual shutdown, or suspension of operations due to a weather emergency or power failure) shall not be considered a break in "consecutive calendar days";
- (2) The temporary substitute's failure to report for work at a time when Sheldahl otherwise has work available shall constitute such a break

Sheldahl agrees to notify the Union President when such temporary substitutes are to be used, along with the name(s) of such substitute(s), and the initially estimated length of time during which the substitute's services will be required.

The parties recognize that on occasion, the situations set forth above for the use of temporary substitutes may dictate the need for such use to continue beyond the one hundred eighty (180) consecutive calendar day maximum. Examples of such occasions could include additional production needs beyond the original, estimated duration; where extended temporary coverage is needed because of extended or new leaves of absence by regular Sheldahl employees; or by unforeseen terminations, resignations, or illnesses. In such cases, the one hundred eighty (180) consecutive calendar day maximum may be extended for a reasonable time with the consent of the Union, which consent shall not be unreasonably withheld. The purpose of this paragraph is not to permit the long-term use of temporary substitutes in lieu of filling a legitimate vacancy for a regular, full time employee.

(b) *Temporary-to-Hire (TTH) Workers.* As an alternative to directly hiring new employees, the Employer may elect to designate employees of a temporary agency as "Temporary-to-Hire (TTH)" workers, and, for a period of up to ninety (90) consecutive calendar days, use such workers to perform bargaining unit work. For purposes of ARTICLE 14, Section 2, such ninety (90)-day period shall be considered the equivalent of the probationary period of an employee hired directly by the Employer. Such individuals will be covered under the terms and conditions of this Agreement on the same basis as probationary employees described in Article 14, Section 2, with the exception of Article 25.1, which will take effect the first of the month following their conversion to status as a Sheldahl employee.

ARTICLE 16 - Work by Non-Bargaining Unit Employees

Section 1. Non-bargaining unit employees as defined in Article 1 of the Agreement normally will not perform production work in excess of eight (8) hours per week, except in the following situations: Time spent on instruction or training of employees and on necessary work when production difficulties are encountered on a job will be included in calculating the eight (8) hours.

- (a) Emergencies;

(b) Introduction of new products or major organizational or technological changes;

(c) Production difficulties encountered on the job that are beyond the training or skill level of the operator;

Section 2. The Company may provide vocational assistance to individuals with special needs through a partnership with local community disability advocacy organizations, which involves placement of individuals in positions which perform bargaining unit work.

Such individuals shall not be considered covered by the terms and conditions of this Agreement.

The Employer will not use more than two (2) such individuals at any given time, and such individuals will not work in excess of sixteen (16) hours each per week. The Employer will not utilize individuals in any week in which the Employer is operating under a reduced workweek and use of such individuals will not result in loss of hours for any bargaining unit employee.

Section 3. The Company may use paid or unpaid internships in bargaining unit positions to provide job training for low-income, underemployed and unemployed people in the local community, through a partnership with local agencies supporting the underserved population, such as Community Action Center.

Such individuals shall not be considered covered by the terms and conditions of this Agreement.

The Employer will not use more than two (2) such individuals at any given time, and such individuals will not work in excess of sixteen (16) hours each per week. The same individual cannot be used for more than sixty (60) consecutive calendar days. The Employer will not utilize individuals in any week in which the Employer is operating under a reduced workweek and use of such individuals will not result in loss of hours for any bargaining unit employee.

ARTICLE 17 - Performance Evaluations

Section 1. Section 2. Performance Evaluations. Management will evaluate the performance of all regular employees upon the successful completion of their probationary periods. Thereafter, employees will be reviewed annually. In reviewing an employee's job performance and progress, consideration will be given to such factors as attendance, disciplinary action, quantity of output, quality of output, degree of supervision needed, industry or self-application, adaptability, cooperativeness and skill in handling different assignments. The Employer will provide copies of the modified performance review form discussed in negotiations to bargaining unit employees within thirty (30) days of ratification of the CBA. Reviews under the new performance review forms will occur no sooner than ninety (90) days from the date bargaining unit members receive the revised form.

ARTICLE 18 - Wages

Section 1. Minimum Rates; Pay scale. During the life of this Agreement, the Employer agrees to pay wages to its employees at rates no less than the minimum rates for such job classifications as are set forth in the Pay Ranges attached as Exhibit A, incorporated hereby as part of this Agreement.

The minimum wage rates will be as follows for the term of contract:

Eff: first payroll period after: 9/1/19 9/1/20 9/1/21

CLASSIFICATION	JOB TITLE		YEAR 1	YEAR 2	YEAR 3
			WAGE SCHEDULE MINIMUM	WAGE SCHEDULE MINIMUM	WAGE SCHEDULE MINIMUM
Production Worker 1	Assembly Worker, Material Worker	Start	\$15.80	\$16.15	\$16.50
		12 months	\$16.15	\$16.50	\$16.85
		24 months	\$16.50	\$16.85	\$17.20
		36 months	\$16.85	\$17.20	\$17.55
Production Worker 2	Auto Index/Finish Operator, Shipping/Receiving	Start	\$16.80	\$17.15	\$17.50
		12 months	\$17.15	\$17.50	\$17.85
		24 months	\$17.50	\$17.85	\$18.20
		36 months	\$17.85	\$18.20	\$18.55
Production Worker 3	LOS Operator, Imaging Operator, Wet Process Operator, Laminator Operator, Chamber Operator, QC	Start	\$17.80	\$18.15	\$18.50
		12 months	\$18.15	\$18.50	\$18.85
		24 months	\$18.50	\$18.85	\$19.20
		36 months	\$18.85	\$19.20	\$19.55
Production Worker 4	Janitor	Start	\$15.80	\$16.15	\$16.50
		12 months	\$16.15	\$16.50	\$16.85
		24 months	\$16.50	\$16.85	\$17.20
		36 months	\$16.85	\$17.20	\$17.55
	Maintenance Worker, Boiler Operator	Start	\$21.80	\$22.15	\$22.50
		12 months	\$22.15	\$22.50	\$22.85
		24 months	\$22.50	\$22.85	\$23.20
		36 months	\$22.85	\$23.20	\$23.55

Grid Placement: Existing employees with 36 months or less of employment with the Company receive the grid increase, or their current wage rate plus .45/hr, whichever is greater (effective September 1, 2019)

Above Grid: Employees above the 36-month pay grid described above receive an increase of \$.45/hr (effective September 1, 2019) in year 1, and .45/hr in year 2 and .50/hr in year 3.

In year 1 only, for employees hired between 2002 – 2015, who are not already at or above the year one wage grid maximum in their classification, such employees will receive the top of the year 1 wage grid maximum, or \$.55/hr, whichever is greater (effective September 1, 2019),

Year 1 wage increases will be retroactive to September 1, 2019) Year 2 and Year 3 increases will be effective the first full payroll period after September 1, 2020 and September 1, 2021.

In the event the Employer elects to hire new individuals into bargaining unit positions at rates which exceed the wage rates of existing bargaining unit members, the Employer will provide notice to the Union and will negotiate with the Union regarding such starting wage. This shall not apply to employees hired into the Maintenance classification.

Upon written request directed to the Company's Human Resources Department, no more than quarterly, the Company will provide the Union's Representative with a list of all current bargaining unit employees, with date of hire, job classification, and rate of pay.

Section 2. Payroll Administration. Wages will be paid on a bi-weekly basis.

ARTICLE 19 - Hours and Pay

Section 1. Hours. The Employer will establish work shifts and starting times. (a) With respect to start time changes outlined in paragraph (a), the Employer will first ask for volunteers. If a sufficient number of qualified employees do not volunteer for the temporary changes in shift times, the Employer will schedule the temporary changes by requiring that the least senior employee in the affected job title(s) report at the designated revised start time. Employees will be given seventy-two (72) hour notice of changes to the start or stop times for their regular shifts. Once an employee has volunteered for a change in shift start time, or has been scheduled for a different shift start time than normal, the employee has an obligation to start work at the modified shift start time.

Section 2. Overtime and Overtime Distribution

- (a) Time and one-half (1 - 1/2) will be paid for all hours worked in excess of forty (40) hours per week.
- (b) Overtime will be offered to employees who are qualified to perform the work. The Employer will first ask for volunteers. If a sufficient number of qualified employees do not volunteer for the overtime, the Employer will schedule overtime. Employees will be given thirty-six (36) hours' notice of scheduled overtime.
- (c) Once an employee has volunteered for overtime or has been scheduled to work overtime, the employee has an obligation to work those hours.

Section 3. Shift Premium. A shift premium of eighty cents (\$0.80) per hour worked will be paid for any regularly scheduled shifts where the majority of the hours fall between 3:00 P.M. and 7:00 A.M. This premium is in addition to the regular rates of pay. The premium does not apply to employees working these hours as an extension of a shift that does not meet these requirements.

Section 4. Job Injury Pay. If an absence by a regular full-time employee results from an injury on the job, the injured employee will receive a normal workday's pay for the day on which the injury occurs.

Section 5. Reporting Pay. A regular full-time employee who has not been notified not to report to work (except, however, in the case of emergencies, acts of God or other circumstances beyond the control of the employer) and who reports for work will be guaranteed four (4) hours of work or four (4) hours of pay in lieu thereof.

Section 6. Call-Back Pay. Any regular employee who, without previous notice is called after s/he has left the company premises to come back in for extra work, which is not continuous with the employee's regularly scheduled shift, will receive a minimum of four (4) hours of work or four (4) hours of pay at the applicable straight time or overtime rate.

Section 7. Group Leader, Training and Boiler Inspection Pay. A Group Leader will receive a premium of seventy-five cents (\$0.75) per hour for as long as s/he is so designated. When an employee is asked to formally train another employee and does so for more than eight (8) hours in a week, the employee will receive the Group leader premium for those hours. When a properly certified and licensed employee performs weekend boiler monitor duties, the employee will receive a premium of seventy-five cents (\$0.75) per hour for the shift.

ARTICLE 20 - Rest Periods

The Employer will grant employees forty (40) minutes of paid rest periods within an eight (8)-hour shift and an additional ten (10)-minute paid rest period for every two hours of overtime. It is expected that the rest periods will be divided during the employee's shift as the work schedule allows. The foregoing will not be applicable to part-time employees working less than four hours in a day.

ARTICLE 21 - Paid Time Off

Section 1. Eligibility for Paid Time Off Benefits. PTO eligibility will be determined on the basis of employment anniversary in accordance with the following schedule:

LENGTH of SERVICE (Years)	PTO ELIGIBILITY
< 5	128 hours (16 days)
5 to < 10	168 hours (21 days)
10 +	208 hours (26 days)

Section 2. PTO Accruals –Regular Full-Time Employees:

LENGTH of SERVICE (Years)	BIWEEKLY PTO ACCRUAL
< 5	4.92 hours
5 to < 10	6.4 hours
10 +	8 hours

Section 3. PTO Accruals – Regular Part-Time Employees. Regular part-time employees will accrue PTO hours at half the rate that full-time employees do.

Section 4. PTO Accruals – Probationary Employees. Probationary employees will accrue PTO hours during their probationary period.

Section 5. Shutdowns. The Employer may close the plant temporarily or suspend work in selected areas (“shutdown”) for any reason, with the time to be set by the Employer. Employees whose work areas are subject to a shutdown who have accrued PTO hours available for use may elect to use such hours during any such shutdown, or may elect to take no pay. Notwithstanding the foregoing, the Employer may require employees in areas not subject to a shutdown to work during a shutdown period. However, notice of shutdown will be provided at least one (1) month prior to the shutdown date, and if the employer decides to operate during a shutdown after providing such notice, and provides such notice to employees within seven (7) days or less, such work shall be voluntary on the part of employees.

Section 6. PTO Requests

(a) Full Day or Longer: A PTO request for a full day (8 hrs) or longer made within three (3) months of the requested date will be granted or denied in writing within seventy-two (72) hours of the request.

(b) Less than Full Day: Absences due to taking PTO must be reported by the employee to the attendance line no later than one hour before the worker's normal start time each day missed. This benefit will not apply to any work days missed immediately preceding and/or following any paid holiday, except where allowed by the Employer.

Subject to the notification requirements of this Section, use by employees of the specified number of “free” PTO hours shall be considered “Excused Absences” under the Attendance Policy, and, accordingly, shall not be a reason for disciplinary action; *provided, however*, that a *failure to provide such notice* will cause the absence to be considered “Unexcused” for purposes of the Attendance Policy.

As provided in this Section, depending upon an employee's length of service, an employee's use for any reason of up to thirty-two (32) hours of PTO in a PTO year ("free hours") will be considered "pre-approved" (and therefore an "Excused Absence" under the Attendance Policy.)

LENGTH of SERVICE (Years)	"Free" PTO hours
< 5	24 hours can be taken in 1 hr increments
5 +	32 hours (24 hrs can be taken in 1 hr increments, addtl 8 hours must be taken in 2 increments of 4 hours each

When using his/her "free hours," an employee must report the absence to the attendance line at least one (1) hour before the start of his or her shift as provided in this Section, and must advise that the PTO use being reported is to be counted as part of his/her "free hours." Failure to provide proper notice in accordance with this Section and the attendance policy shall result in such absences being unexcused.

Section 7. PTO Pay Rate. PTO will be paid at the employee's regular base rate.

Section 8. Accrual Maximum. The maximum amount of PTO hours that an employee can accrue is the employee's yearly accrual rate. Any employee who reaches the limit will not accrue additional time until the employee is under the limit. PTO may be carried over year-to-year provided the employee does not exceed his or her maximum accrual.

Section 9. Payout Upon Termination. Employees will be paid for any accrued but unused PTO hours upon termination. An employee who has been placed on layoff may request a PTO payout up to the full amount of his/her accrued PTO hours then available.

ARTICLE 22 - Holidays

Section 1. Holidays Observed; Holiday Pay. Any full-time employee will be paid his/her regular straight-time pay (not including any shift premium) for eight (8) hours on each of the following holidays not worked: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24, Christmas Day and two other days that the Employer will designate during the year. The Employer may choose to observe any holiday that falls on a weekend or the December 24th holiday on the day of the holiday or on some other day. If the New Year's Day holiday falls on a weekend, the Employer may choose to move the holiday to the prior year. Holiday hours are considered "hours worked."

Section 2. Eligibility. It is understood that to receive holiday pay an eligible employee, unless specifically and individually excused by his/her supervisor, must work all of the last scheduled work day preceding the holiday and the first scheduled work day following said holiday.

Section 3. Work on Holidays. Any eligible employee who performs work on one of these holidays will be paid time and one half for the time worked plus his/her regular holiday pay.

ARTICLE 23 - Bereavement Leave

Section 1. Time Off. Upon the death of an immediate family member, an employee is eligible to receive paid time off to attend to the needs of the family. Immediate Family is defined as the employee's Spouse/Domestic Partner/Common Law Partner, Child (natural, step-, legally adopted, legal guardian), Parent (including Step Parent), Mother/Father In-Law, Brother/Sister In-Law, Daughter/Son In-Law, Sibling (including half-siblings, step-siblings), Grandparent, and Grandchild (including step-grandchild).

(a) The employee will be eligible for up to three (3) days of paid bereavement leave. In the event the employee must travel 200 miles or more roundtrip to attend funeral or memorial services, the employee will be eligible for an additional two (2) days of paid bereavement leave upon satisfactory proof of such eligibility.

(b) Bereavement leave should generally be taken within two (2) weeks of the death of the immediate family member. If bereavement leave is not taken within 2 weeks of death, at least 2 weeks' advance notice must be provided.

(c) The Employer reserves the right to request supporting documentation for any absence related to bereavement leave.

(d) For domestic partner/common law eligibility a signed affidavit must be completed prior to the event for eligibility for this benefit.

Section 2. Notification. Employees should give their supervisor as much advance notice as is practicable under the circumstances.

ARTICLE 24 - Jury Duty

Any regular, full-time employee who is called for jury duty while actively at work will be paid the difference between his/her regular base pay (plus any shift, group leader or other premium payments s/he is normally being paid at the time) and the pay for jury duty-provided the jury duty is less than the employee's base pay. Any employee who is released from jury duty for any day must report to work for his/her shift or remainder thereof.

ARTICLE 25 - Health Care Plan

Section 1. Health Care Program. During the term of this Agreement, and until and unless otherwise bargained, the Company agrees to maintain a program of health care benefit plans on the same terms as are in effect for its employees not represented by a labor organization. Any changes in premiums and/or employees' share thereof, as well as any changes in plan

design, including, but not limited to, such elements or features as benefits payable, coverages, deductibles, copayments, employee out-of-pocket maximums, surcharges or other costs, or any legally-mandated changes as set forth in Section 2 of this Article shall be on the same basis as for non-represented employees.

Section 2. Legally-Mandated Changes. The Employer will notify the Union of any federal or state legislation or regulation, or any decision of a court of competent jurisdiction, which mandates any changes to the Employer's program of health care benefit plans that would increase the Employer's costs or require changes in plan design, including, but not limited to, changes in such elements or features as premiums and/or employees' share thereof, benefits payable, coverages, deductibles, copayments, employee out-of-pocket maximums, surcharges or other costs, or any other substantive or technical changes necessary to ensure compliance with such legal mandates. As soon as practicable after such notice, the Employer and the Union will meet to discuss the impact of the changes on the Employer and the Employees. If within thirty (30) calendar days before the effective date(s) of such changes, the Employer and the Union are unable to reach agreement regarding any issues raised, the Employer may take such action as it deems necessary and appropriate to offset any increased costs and/or ensure legal compliance.

Section 3. Life Insurance. Life insurance coverage (including accidental death and dismemberment) of \$23,000 face value will be provided to regular full-time employees (after six months of employment) with the full cost paid by the Employer.

Section 4. Notification. The Employer will post rate increases thirty (30) days in advance of their effective date.

ARTICLE 26 - Employee Savings

Section 1. The Employer will deduct from employee pay and remit to a 401(k) retirement savings plan designated by the Union amounts authorized by employees and if requested will provide the plan with related records and necessary information to its administration.

Section 2. For all employees that make 401(k) elective contributions to the UNITE HERE Workers National Plan, the Employer agrees to make a matching contribution as follows:

- (1) The amount of the Employer's matching contribution will be 100% of the first 3% of compensation (defined as regular pay and will not include any other pay such as overtime) that each employee contributes as a 401(k) elective contribution. In addition, employees with twenty (20) or more years of service shall be eligible for an Employer match of 50% of the next 2% of employee compensation (as defined above) that the employee contributes as a 401(k) elective contribution. Such eligibility shall occur on the first full payroll period after the employee reaches his or her twentieth year of service with the Company.
- (2) Employer matching contributions will be made on behalf of those employees who satisfy one of the following conditions:

- (a) Employees employed by the Employer on December 31 who completed 1,000 hours of service for the Employer during the plan year ended December 31;
- (b) Employees who died, retired on or after age 65 or came under a disability (as defined under Section 72(m)(7) of the Internal Revenue Code) during the plan year and while in the employment of the Employer.

The Employer's matching contribution will be made by the Employer annually, and will be made within the time prescribed by federal law.

ARTICLE 27 - Leave of Absence

Section 1. Family Medical Leave Act (FMLA). The Employer will comply with all provisions of the Family Medical Leave Act (FMLA), as the same may be amended from time to time.

Section 2. Leaves for Injury and Illness (Non-FMLA). Employees who have completed their probationary period shall be eligible for an unpaid medical leave of absence if they are unable to perform the functions of their position due to personal illness or injury. Such leaves shall be granted for periods of thirty (30) days in length, upon satisfactory documentation of the medical necessity of such leave. Such leaves may be extended for additional thirty (30) day periods up to one (1) year, unless otherwise required by law, upon presentation by the employee of satisfactory medical documentation supporting the medical necessity for such leave. Employees ready to return to work from a personal medical leave of absence in excess of three (3) days shall furnish the Employer with medical certification that they are fit to return to the duties of their job. The Employer will have up to seven (7) days after notification in which to reinstate the employee. Illness leave of absence shall run concurrently with Family Medical Leave Act leave.

Section 3. Other Personal Leaves of Absence: The Employer at its discretion, or as otherwise required by law, may grant full-time employees with seniority personal leaves of absence of up to four (4) weeks without loss of seniority. Requests for such leaves will be on a form provided by the Employer. Leave may be extended at the discretion of the Employer, or as otherwise required by law. All requests of leave of absence (and extensions) must be made in writing. Any employee who accepts employment elsewhere during his/her leave or fails to return by the specified end of his/her leave will be considered to have voluntarily terminated his/her employment. Any employee desiring a Personal Leave of Absence must request such leave in writing to the Employer, and provide such documentation as necessary to establish the need and purpose of the leave.

Section 4. Health Care Benefit Plan Coverage. During any approved Personal Leave the Employer will maintain the employee's coverage under the Health Care Benefit Plans set forth in Article 25. During an approved leave of absence, employees are entitled to continue the group health plan (medical, dental and vision) during their approved leave of absence provided employee continues to pay the required premium in a timely manner. Employees on unpaid leaves will receive a premium billing invoice from the Company's LOA Administrator. Employees will need to continue to pay their monthly contributions in a timely manner to avoid termination of group health coverage. Employees' contributions will be deducted from their

disability benefit payments if they are receiving payments directly from the Company's LOA administrator.

Section 5. Military Leave. As required by the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Company will reemploy an employee who requests military leave to perform duty, voluntarily or involuntarily, in the uniformed services of the United States and who meets his/her obligations under the Act.

Any claim of violation of the USERRA by the Union shall not be subject to the grievance and arbitration procedures of this Agreement.

If the employee's base wage while on an approved military leave of absence is less than the employee's base rate of pay in their job category at the time of the leave request, the Company agrees to pay the difference in the employee's wages for up to fifteen (15) days per year.

Section 6. Child Care Leave: Eligible employees shall receive Child Care Leave in accordance with the Minnesota Parenting Leave Act. Such leave shall be taken concurrent with available leave under FMLA.

Section 7. Leaves of Absence and PTO Hours. Employees with 40 or fewer available PTO hours will not be required to use such hours (a) while on an unpaid non-FMLA personal leave of absence; (b) during the first three days of absence due to an injury that does not qualify for Workers' Compensation; or (c) during the five-day waiting period before benefits commence under the Sheldahl Short-Term Disability (STD) plan.

Section 8. Coordination with Applicable Laws. The Union and the Employer agree to follow all Federal, State and Local laws, regulations and guidelines with respect to the administration of all leaves of absence. Where the provisions of this Agreement are more favorable to the employee than those provided under law the terms of this Agreement shall prevail.

Section 9. Return from Leave of Absence: Any employee returning from an authorized leave as stated in this Agreement shall return to their previously held job title and schedule provided that neither has been changed and the employee is qualified. In the event the schedule has been changed and cannot be re-established, the employee may bump into any schedule commensurate with her/his accrued seniority.

ARTICLE 28 - Job Evaluation

Section 1. All Job Titles listed in Exhibit A will have job descriptions that set out in reasonable detail the general duties considered necessary to describe the basic responsibilities of the job classifications.

Section 2. The following is a listing of the Job Titles that fall within each of the Employer's Job Classifications and a description of the work performed by employees in each Job Title.

PRODUCTION WORKER 1

Assembly Worker: General assembly work, Platen Press, Sorting, Sheet Electrical Test, Encapsulating, Tack Coverlay, Stockroom, Packaging, Auto Optical Inspect, Verification, Rouselle Blanking, Servo Press, Spartanics Punch, Material Handler, Thompson Die Cutting Press, Amp Staking, Hand Solder, Baking/Curing, Carbon dioxide laser, Hand Sheeting and all related work.

Material Worker: Fabrication worker, Stockroom, Material Handler, Packaging and all related work.

PRODUCTION WORKER 2

Auto Index/Finish Operator: Auto Index/Finishing Operator includes Indexing, Laser Operators, Large Optical Blankers, Prep Machine, R/R Electrical Test, NC Punch, IBM NC Punch, NC Drill and Route and all related work.

Shipping/Receiving Operator: Shipping/Receiving Operator includes Shipping/Receiving Worker and all related Work

PRODUCTION WORKER 3

Wet Process Operator: Copper Plating, Developing, Etching, Stripping, Chemical Clean, Solder/Tin Plating, Nickel/Gold Plating, Solution Tester, Copper Clean, Hot Air Solder Leveler and all related work.

LOS Operator: LOS Operator includes Large Optical Screen Press Operators and all related work

Imaging Operator: Imaging Operator includes Photo Imaging, LPI Screener, Screenmaking, Ink Mixer, Itron Screener, Slitter Operator, Machine Set-up, Material Stabilizing and all related work.

Lam 1 Operator: Lam 1 Operators includes Laminator 1 Operators and all related work

Laminator Operator: Laminator Operator includes Coater/Laminator Operator, Combiner Operator, Adhesive Mixing, Slitting operator, Log Slitter, Bias Sheeting and Sealing and all related work.

Chamber Operator: Chamber Operators include Chamber Operators, Wide-Web Linear Perforator; Inspection Machine and all related work.

QC Inspectors East / West: Quality Control Inspectors and Auditors.

PRODUCTION WORKER 4

Maintenance Worker: Maintenance Worker includes Maintenance Worker, Maintenance Mechanic, Boiler Operator, Electrician, HVAC, Electrical Maintenance Specialist and all related work.

Janitor: Janitorial duties and all related work.

Section 3. Upon its election to introduce new or improved methods of operation or technology that necessitate the creation of a new job and the assignment of a wage rate to be paid to employees assigned to the new job, the Employer will notify the Union of such changes not less than ten (10) working days before implementation. The Employer and the Union will meet and negotiate in an effort to reach mutual agreement as to the wage rate for the new job. If no agreement is reached by the implementation date, the Employer may implement the rate it deems appropriate. If the Union disagrees with the Employer's decision, it may submit the determination of the wage rate to the Grievance and Arbitration procedure set forth in Article 12, commencing at Step 2. If the parties remain unable to reach agreement, and the Union elects to submit the matter to arbitration for final determination, and should the arbitrator determine that the wage rate assigned by the Employer was improper, he/she shall have the authority only to order the implementation of the rate s/he awards prospectively from the date of the award, and shall have no authority to award either back pay to the affected employees or recoupment by the Employer of excess wages paid to said employees.

Section 4. Those employees remaining in a job classification after it has been ranked downward will retain their attained pay level as an out-of-line rate with no further pay change except as specified in this Agreement.

Section 5. The Employer requires a minimum of 15 employees (5 per shift) to be able to perform weekend boiler monitor duties. Lacking sufficient volunteers, the Employer may require the least senior fifteen employees to complete the appropriate license training course at the Employer's expense.

ARTICLE 29 - Waiver and Complete Agreement

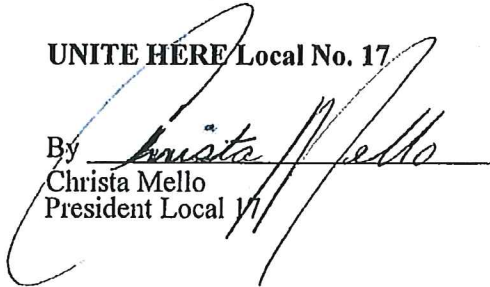
The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, whether or not the subject or matter was or may have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or executed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement, and such expression is all-inclusive. This Agreement constitutes the entire agreement between the parties with respect to all matters subject by law to collective bargaining.

ARTICLE 30 - Term of Agreement

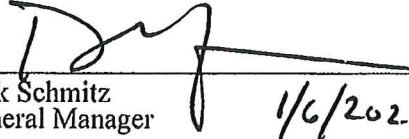
This Agreement will be in full force and effect from 12:01 AM, October 11, 2019 to 12:00 midnight, August 31, 2022, and will continue in full force and effect from year to year

thereafter unless written notice of desire to change, modify or terminate is given by either party hereto to the other party not less than sixty (60) days prior to the date of expiration.

UNITE HERE Local No. 17

By 
Christa Mello
President Local 17

Sheldahl Flexible Circuits, Inc.

By 
Rick Schmitz
General Manager 1/6/2020

APPENDIX A

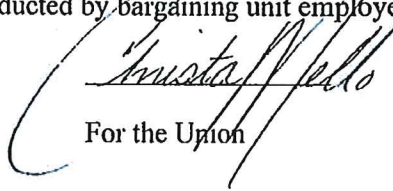
			YEAR 1, 1st full payroll period after 9/1/19	YEAR 2, 1st full payroll period after 9/1/20	YEAR 3, 1st full payroll period after 9/1/21
CLASSIFICATION	JOB TITLE / Job Tasks		Minimum	Minimum	Minimum
Production Worker 1	Assembly Worker: General Assembly Work, Platen Press, Sorting, Sheet Electrical Test, Encapsulating, Tack Coverlay, Stockroom, Packaging, Auto Optical Inspect, Verification, Rouselle Blanking, Servo Press, Spartans Punch, Material Handler, Thompson Die Cutting Press, Amp Staking, Hand Solder, Baking/Curing, Carbon Dioxide Laser, Hand Sheeting and all related work. Material Worker: Fabrication, Stockroom, Material Handler, Packaging and all related work	Start	\$15.80	\$16.15	\$16.50
		12 months	\$16.15	\$16.50	\$16.85
		24 months	\$16.50	\$16.85	\$17.20
		36 months	\$16.85	\$17.20	\$17.55
Production Worker 2	Auto Index/Finish Operator: Indexing, Laser Operators, Large Optical Blankers, Prep Machine, R/R Electrical Test, NC Punch, IBM NC Punch, NC Drill and Route and all related work. Shipping/Receiving: Shipping/Receiving Worker and all related work.	Start	\$16.80	\$17.15	\$17.50
		12 months	\$17.15	\$17.50	\$17.85
		24 months	\$17.50	\$17.85	\$18.20
		36 months	\$17.85	\$18.20	\$18.55
Production Worker 3	LOS Operator: Large Optical Screen Press Operators and all related work. Imaging Operator: Photo Imaging, LPI Screener, Screenmaking, Ink Mixer, Itron Screener, Slitter Operator, Machine Setup, Material Stabilizing and all related work.	Start	\$17.80	\$18.15	\$18.50
		12 months	\$18.15	\$18.50	\$18.85
		24 months	\$18.50	\$19.20	\$19.55

	<p>Wet Process Operator: Copper Plating, Developing, Etching, Stripping, Chemical Clean, Solder/Tin plating, Nickel/Gold Plating, Solution Tester, Copper Clean, Hot Air Solder Leveler and all related work.</p> <p>Lam 1 Operator: Lamination 1 Operators and all related work.</p> <p>Laminator Operator: Coater/Laminator Operator, Combiner Operator, Adhesive Mixing, Slitting Operator, Log Slitter, Bias Sheeting and Sealing and all related work.</p> <p>Chamber Operator: Chamber Operators, Wide-Web Linear Perforator, Inspection Machine and all related work.</p> <p>QC Inspectors East/West: Quality Control inspectors and Auditors.</p>	36 months	\$18.85	\$19.20	\$19.55
Production Worker 4	Janitor: Janitorial duties and all related work.	Start	\$15.80	\$16.15	\$16.50
		12 months	\$16.15	\$16.50	\$16.85
		24 months	\$16.50	\$16.85	\$17.20
		36 months	\$16.85	\$17.20	\$17.55
	Maintenance Worker, Boiler Operator: Maintenance Worker, Maintenance Mechanic, Boiler Operator, Electrician, HVAC, Electrical Maintenance Specialist and all related work.	Start	\$21.80	\$22.15	\$22.50
		12 months	\$22.15	\$22.50	\$22.85
		24 months	\$22.50	\$22.85	\$23.20
		36 months	\$22.85	\$23.20	\$23.55

Memorandum of Understanding

The parties agree that Unidirectional Tape testing (i.e. flex testing, and adhesive melt point testing) shall not be conducted by bargaining unit employees.

Dated: 1/6/2020


For the Union


For the Company