

**AGREEMENT**

**by and between**

**TELEFLEX INCORPORATED**

**and**

**UNITED STEEL, PAPER AND FORESTRY,**

**RUBBER, MANUFACTURING, ENERGY,**

**ALLIED INDUSTRIAL AND**

**SERVICE WORKERS INTERNATIONAL UNION**

**AFL-CIO, CLC**

**September 21, 2015**

**to**

**September 23, 2018**

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## **AGREEMENT**

This Agreement made and entered into as of the 21<sup>st</sup> day of September, 2015 between TELEFLEX INCORPORATED, Berks county facilities, PA, hereinafter called the Company, and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, hereinafter called the Union.

The combination of the Company and the Union shall be known as the Parties.

### **ARTICLE I – INTENT AND PURPOSE**

#### **Section 1. Intent and Purpose**

It is the intent and purpose of the Parties hereto that this Agreement shall govern, promote, and improve the industrial and economic relationships between the Parties and to secure and sustain maximum productivity per employee during the term of the Agreement and to set forth herein the agreements covering wages, hours of work, and other conditions of employment of the employees of the Company to be observed between the Parties hereto.

The Parties will meet during the term of this Agreement to discuss any changes that may be necessary. It is understood that any changes made must be agreed to by both parties and reduced to writing.

#### **Section 2. Successor Clause**

In the event that at any time during the term of this Agreement the assets and business of the Berks county facilities of the Company are sold to a purchaser who on and after the date of such sale will take over and continue the said business and the manufacturing and sale of the products then produced at said plants, the Company will require the purchaser to agree in the agreement for such sale to recognize the Union as the exclusive bargaining agent for the employees at said plants and assume and perform all of the terms and conditions of this Agreement as amended and supplemented.

### **ARTICLE II – RECOGNITION AND UNION SECURITY**

#### **Section 1. The Bargaining Unit**

The Company recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, wages, hours of work and other conditions of employment of all production and maintenance employees in its Berks county facilities; but excluding all plant and office clerical employees, executive office janitorial workers, guards, technical employees, supervisory employees and all other employees not required to receive premium payment pursuant to the Federal Fair Labor Standards Act.

It is hereby agreed that the terms and provisions of this Agreement shall also apply to any newly established plant, department or unit located in Berks County, state of Pennsylvania.

#### **Section 2. Union Membership**

As a condition of employment, all employees covered by this Agreement after completing sixty (60) calendar days, shall become members of the Union and shall maintain their membership in

the Union to the extent of paying the periodic dues and the initiation fee uniformly required of all Union members, for the duration of this Agreement.

### **Section 3. Union Good Standing**

For the purpose of this Article, an employee shall not be deemed to have lost his membership in the Union in good standing until the International Secretary/Treasurer of the Union shall have given the Company a notice in writing of that fact. The foregoing provision shall be effective in accordance and consistent with applicable provisions of federal and state law.

### **Section 4. Affirmative Action**

The provisions of this Agreement shall be applied to all employees without discrimination on account of race, creed, color, age, sex, national origin, sexual orientation, and where possible with reasonable accommodation to those physically or mentally handicapped. It is further agreed that affirmative action will be taken to insure that employees are treated without discrimination in wages, hours, or other conditions of employment except as imposed by federal, state or local law.

The Parties agree to the establishment of a joint Committee on Civil Rights. The representation on this joint Committee shall be an equal number of members from both Parties, not to exceed three (3) Union members and three (3) Company members. The joint Committee shall review and investigate complaints involving civil rights and attempt to resolve same. In the event that a civil rights complaint reviewed by this joint Committee is not resolved, it may be processed by the Chairperson of the Grievance Committee directly into the third step of the grievance procedure. The Company and Union members of the joint Committee shall meet at mutually agreeable times as required. Whenever the masculine form of the pronoun "he" is used, it shall include the feminine pronoun.

## **ARTICLE III – CHECK OFF**

### **Section 1. Company Responsibility**

The Company will deduct and remit to the Union monthly dues, assessments, and initiation fees each as designated by the International Secretary/Treasurer of the Union, as membership dues in the Union, on the basis of individually signed voluntary check-off authorization cards.

All new employees coming within the jurisdiction of the bargaining unit shall, as a condition of employment, become members of the Union at the end of their probationary periods. At the time new employees are hired, they will be furnished Union membership cards for their signatures. These cards will be given to the Local Unit President.

### **Section 2. Authorization Cards**

Voluntary authorization cards signed by the employees and duplicate lists of its members shall be furnished to the Company by the Union, and additional supplementary lists showing employees who have become members since the submission of the previous list shall be submitted to the Company by the Union monthly thereafter.

### **Section 3. Supplemental Lists**

One of each set of such lists shall be returned to the Union by the Company monthly and shall contain thereon any corrections which may be required.

A supplemental list including names of employees who have completed their probationary periods will be provided for the Union by the Company.

**Section 4. Additional Assessments**

The Company shall, in like manner, after being notified by the International Secretary/Treasurer of the Union, also deduct such assessments as may be specified in the United Steelworkers International Constitution.

**Section 5. Forwarding of Deductions to International**

The Company shall forward deductions made each month to the International Secretary/Treasurer of the Union at the address which he authorized in the form of a check made payable to his name.

**Section 6. Monthly Membership Reports**

For the purpose of maintaining local Union records, the Company shall furnish to the Financial Secretary of the local Union and to the local office of the International Union, a monthly report showing the membership total, new employees hired in the preceding month, and the name of members for whom no deductions were made and the reasons therefore.

**Section 7. USW Political Action Fund**

The Company agrees that it will check off and transmit to the Secretary/Treasurer of the United Steelworkers Political Action Committee (USW PAC) voluntary contributions to the USW Political Action Fund from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW PAC. The amount and timing of such check off deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statute.

The signing of such USW PAC check off form and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Company.

The United Steelworkers Political Action Committee supports various candidates for federal and other elective office, is connected with the United Steelworkers, a labor organization and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own fundraising efforts and in joint fundraising efforts with the AFL-CIO and its Committee on Political Education.

**Section 8. Indemnification**

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company to comply with any of the provisions of this Article, other than those attributable to the Company's own negligence.

**ARTICLE IV – WAGES**

**Section 1. Wage Guarantee**

During the term of this Agreement, each employee shall be guaranteed and shall receive for each day's work an amount not less than the applicable hourly rate for his job as set forth in Exhibit A multiplied by the number of hours worked except as otherwise described in this agreement.

**Section 2. Establishment of Labor Grades**

The applicable hourly rates set forth in Exhibit A shall be applied to the existing job classifications in accordance with the labor grades established by the CWS Job Evaluation Program. Newly hired employees will start at \$4 per hour below the normal rate for their classification with a \$2 per hour increase on their first and second anniversary dates.

The applicable hourly rates set forth in Exhibit A shall be applied to the existing job classifications in accordance with the labor grades established by the CWS Job Evaluation Program. For employees with greater than two (2) years seniority, the minimum guarantee for all hours worked shall be the base rate of the classification and labor grade. Newly hired employees will be paid as follows:

Hiring until 1 <sup>st</sup> anniversary date:	\$4/hour lower than base rate for any classification held.
1 <sup>st</sup> anniversary through 2 <sup>nd</sup> anniversary	\$2/hour lower than base rate for any classification held.
2 <sup>nd</sup> anniversary	Regular rate as provided elsewhere in the Agreement.

**Section 3. New or Changed Jobs**

New or changed jobs shall be paid at the applicable hourly rate appropriate for the labor grade developed and established in accordance with the CWS Job Evaluation Program.

**Section 4. Minimum Rate Guarantee**

The minimum guarantee for all hours worked shall be the base rate of the classification and labor grade. Newly hired employees will start at \$4 per hour below the normal rate for their classification with a \$2 per hour increase on their first and second anniversary.

The company shall have the right to pay rates higher than those listed in Exhibit A. The company will notify the union at least fourteen (14) days before paying. In this event, the same base rate shall apply for all employees in the same labor grade and classification with the same level of training and qualifications.

In the event that the Company intends to pay a rate for an open position that is above the applicable rate listed in Exhibit A, the Company will post the position at the higher rate under Article XVII, Section 7.

**Section 5. Evaluation/Classification of Jobs**

- a) The CWS Job Evaluation Program and the provisions of the CWS Manual will continue in effect. The CWS Committee will consist of two (2) members from the grievance committee, CWS Steward, a human resources representative, a member of manufacturing management, and the plant manager.
- b) When the Company establishes a new job or changes an existing job, such job will be evaluated and classified in accordance with the provisions of the CWS Manual.
- c) The Company shall submit copies of job descriptions and factor sheets for all new or changed jobs to the Chairman of the CWS Committee and the Chairman of the Grievance Committee not later than the end of the week in which such jobs are installed and

operating. The Union will submit its evaluation within ten (10) working days of the date of receipt of such job descriptions and factor sheets. Failure to observe time limits in the evaluation of new or changed jobs will resolve the evaluation in the favor of the other party unless time limits are extended by mutual agreement.

- d) In the event the Parties cannot agree that a job description as submitted accurately describes the job, or are unable to agree on the classification, the differences shall be stipulated, setting forth any factors or factor codings in dispute. Such stipulated differences shall be submitted to the grievance procedure beginning at the Third Step.
- e) Any disputed classifications will be installed at the classification submitted by the Company. Any wage adjustments made necessary as a result of the final resolution of the grievance will be retroactive to the effective date of the installation or change.
- f) Whenever the primary functions of the jobs as described under the existing job descriptions and CWS Manual have been combined, the grade for the combined job shall be determined by the use of selective factoring and the job reclassified according to the point total of the combined job with such factoring.

#### **Section 6. Labor Grade Inequity Grievances**

No basis shall exist for an employee to allege that a labor grade inequity exists and no grievance on behalf of an employee alleging a labor grade inequity shall be filed or processed during the term of this Agreement for any job that has been classified by the Joint Job Evaluation Committee or has otherwise been classified in accordance with the procedures established for classifying new or changed jobs under the CWS Manual.

#### **Section 7. General Wage Increases**

In lieu of general wage increases during the term of this Agreement, employees who are employed on the effective date of this agreement will receive the following:

- Year 1 - \$2,000 lump sum, less applicable withholding, with the second full pay period that begins in January 2016.
- Year 2 - \$1,750 lump sum, less applicable withholdings, with the second full pay period that begins in January 2017.
- Year 3 - \$1,750 lump sum, less applicable withholding, with the second full pay period that begins in January 2018.

Employees must be in active status at the time the above payments and contributions are made to be eligible for payment. Employees who are in active status for only part of a year will only be entitled to a pro rata share of such payments. Employees hired after the effective date of this Agreement shall not be entitled to the annual payments described above.

#### **Section 8. Cost-of-Living Adjustments**

- a) A cost-of-living adjustment (COLA) shall be made to the applicable hourly rates. The amount of the COLA shall be determined and redetermined in accordance with changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers. All items, published by the Bureau of Labor Statistics, United States Department of Labor (1982-84 equals 100) herein referred to as the BLS Consumer Price Index.

- b) Effective September 21, 2015, the allowance shall be one (1) cent for each .5 point increase above a five (5) percent annual increase in the BLS Consumer Price Index, using the August 2014 index as a base.
- c) Effective September 20, 2016, the allowance shall be one (1) cent for each .5 point increase above a five (5) percent annual increase in the BLS Consumer Price Index, using the August 2015 index as a base.
- d) Effective September 19, 2017, the allowance shall be one (1) cent for each .5 point increase above a five (5) percent annual increase in the BLS Consumer Price Index, using the August 2016 index as a base.
- e) The cost-of-living allowance will be computed on the basis of hours worked multiplied by the amount allowable by the change in the Index.
- f) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for the base months referred to above.

**Section 9. Average Hourly Rate**

The average hourly rate based on a calculation one (1) month prior to the month of the occurrence is used for time for the Grievance Committee and Unit President, holiday pay and Company Convenience transfers.

In the case of an extended absence, the calculation will be based upon the last full month worked prior to the employee's absence.

**ARTICLE V – SHIFT PREMIUMS**

**Section 1. Shift Time Designations**

For the purpose of this Article:

- a) All shifts beginning between 5:00 a.m. and 9:00 a.m., inclusive, shall be considered day shifts.
- b) All shifts beginning between 1:00 p.m. and 5:00 p.m., inclusive, shall be considered middle shifts.
- c) All shifts beginning between 9:00 p.m. and 1:00 a.m., inclusive, shall be considered as night shifts.

Where operations are required to support major operations of a group, individuals may be assigned an earlier or later starting time without being transferred to another shift.

**Section 2. Shift Premiums**

Each employee scheduled to work on the middle shift or night shift shall be paid a shift premium of fifty (\$.50) per hour.

**Section 3. Shift Changes**

If work is available, employees, with advance notice of at least one (1) day where possible, may perform such work on a shift other than their regular shift, without penalty of additional

overtime premium to the Company. Such shift change requests will be limited to three (3) per contract year. Employees at Step 2 or above in the disciplinary system will not be eligible for shift change requests. Shift changes are only allowed within the same pay week. Employees will acknowledge the granting of this variation by signing an appropriate waiver slip, a copy of which shall be made available to the appropriate general grievance committee person.

Two employees may switch shifts upon mutual agreement for predetermined time periods, in increments of one full work week, provided both employees are qualified to perform the other person's job. A temporary job bid will be posted to select the second employee who will switch shifts.

## **ARTICLE VI – HOURS OF WORK AND OVERTIME**

### **Section 1. Normal Daily Working Hours**

The normal work day shall consist of eight (8) consecutive hours of work, exclusive of unpaid lunch periods, and shall begin at the starting time of the employee's shift. The normal hours for all day shift employees are 7:00 a.m. to 3:00 p.m. The normal hours for all middle shift employees are 3:00 p.m. to 11:00 p.m. The normal hours for all night shift employees are 11:00 p.m. to 7:00 a.m. Employees who refuse the daily overtime schedule shall work the otherwise normal schedule. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day. Any employee who is not going to report to work must report his absence in the designated manner no less than thirty (30) minutes prior to the start of his shift.

Any report off less than thirty (30) minutes before the start of a shift, other than an absence for which an employee uses an Emergency Day under Article XIII, Section 3, will result in one (1) occurrence under the Conduct category of the Behavior Improvement Program and one (1) occurrence (if applicable) under the Absence category of the Behavior Improvement Program. Failure to report off before or during the shift will result in a step of discipline in the Conduct category of the Behavior Improvement Program. Once a call off is reported, the reason/category of report off can only be changed by the end of the employee's shift when they return to work. Employees who change the category of the report off from sick day or personal day to a vacation day will be charged with one (1) occurrence under the Behavior Discipline system of Article IX, Section 4 of this agreement.

Individual hardship cases may be brought to the attention of the Company by the Union. If an employee is absent due to personal health reasons, the employee is required to report his absence in the designated manner until such time as his absence is medically certified. If the employee continues to be absent beyond the certification period, the employee is required to report off in the designated manner prior to the shift until recertified.

### **Section 2. Normal Work Week**

The normal work week shall be five (5) consecutive work days beginning at 12:01 a.m. Monday or at the shift changing hour nearest that time. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per week or of days of work per week.

### **Section 3. Eligibility for Time and One-Half Premium**

One and one-half times the applicable hourly rate shall be paid for the following conditions:

- a) All time worked in excess of forty (40) straight time hours within the work week ("weekly overtime").
- b) All time worked in excess of eight (8) hours within a twenty-four (24) hour period beginning with the time the employee commences work but not extending beyond the work week ("daily overtime").
- c) All work performed on any holidays designated in Article VII, Section 1.

### **Section 4. Eligibility for Double Time Premium**

Two (2) times the applicable hourly rate shall be paid for the following conditions:

- a) All work performed in excess of twelve (12) hours within a twenty-four (24) hour period, beginning with the time the employee commences work, but not extending beyond the work week. However, the Company shall have the right to request a waiver from employees of the double-time premium for hours over twelve (12) in a twenty-four (24) hour period, and to condition the assignment of such hours on an employee's willingness to sign such waiver.
- b) Employees who work their full schedule Monday through Friday and work or volunteer for their scheduled hours on Saturday will be paid double time for hours worked on Sunday.

If the employee is scheduled to work on Sunday but not Saturday, all hours worked on Sunday shall be paid at double time. If an employee is scheduled to work Saturday and Sunday and pre-schedules a vacation day on Saturday, he will be paid for Sunday's hours at one and one half times the hourly rate.

### **Section 5. Hours Counted As "Time Worked"**

Time worked shall include only actual hours worked for purposes of determining the eligibility of an employee for daily overtime pay. For purposes of determining the eligibility of an employee for weekly overtime pay, absences due to the following reasons will be considered as days worked:

1. Jury Duty.
2. Leave for active military duty.
3. Occupational injury or illness suffered within the plant including follow-up visits to Workers Compensation physicians approved in advance by the Company.
4. Absences covered by Funeral Pay (See Article XVI, Section 8. Funeral Pay).
5. Union time.
6. Pre-approved paid vacation days, pre-approved paid personal days and Company holidays.
7. Emergencies causing the plant to be closed such as lack of power, gas, water, fire, Acts of God, or other emergencies.

No other time off shall be counted as time worked for purposes of weekly overtime pay. It is understood that reasonable proof, in the form of physicians' certificates, legal documents, letters on formal stationery, newspaper reports or other mutually agreeable items, must be presented to the Company in the event of such absences.

Individual hardship cases not provided for above may be brought to the attention of the Company by the Union. Decisions regarding hardship cases will be made on a timely basis.

#### **Section 6. Non-Duplication of Overtime Payments**

Overtime payments shall not be duplicated for the same hours worked under any of the terms of this Agreement and, to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

#### **Section 7. Work Offer During Overtime**

- a) If the Company has none of his regular work for an employee during an available overtime period, it may offer the employee work in other capacities where he is able to perform such. The employee will receive the applicable rate of pay for the job performed.
- b) In the event the Company elects to fill an overtime vacancy by a Work Offer, the Company shall offer the work to the most senior interested employee who can perform the available work without training.
- c) Employees must declare their interest to accept such overtime on the sign-up sheet posted for this purpose.

#### **Section 8. Miscellaneous Provisions**

- a) An employee who reports for work, not having previously been notified not to report, and who, for reasons solely attributable to the Company, is sent home without being put to work, shall receive four (4) hours pay at his applicable hourly rate.
- b) If the Company has none of his regular work for him, it may use the employee's services in other capacities where he is able to perform such for four (4) hours or longer, and he shall receive his applicable hourly rate of pay or the rate of pay for the job performed, whichever is higher. In the event the Company has none of his regular work for him, such employee may elect to decline an assignment to another classification for up to four (4) hours or longer. It is expressly understood that such refusal would relieve the Company of any obligation for reporting pay.
- c) Notification of employees who are not to report to work shall be made in inverse seniority order. In the event the Company cannot notify all employees affected and the chain of seniority is broken, such employees will be identified to appropriate Union representatives. Upon reporting such employees will not be allowed to work and will not receive report-in pay. Failure to attempt to contact all employees causing the chain of seniority to be broken will result in the remaining employees to be allowed to work or receive report-in pay as provided in (a) and (b) of this Section.

#### **Section 9. Conditions Beyond Company Control**

The provisions of Section 8 shall not apply if an employee is prevented from starting after reporting, or is prevented from continuing to work after starting because of conditions beyond the control of the Company. In such cases, each employee shall be paid at his applicable hourly rate for all time actually worked or one (1) hour, whichever is greater.

## **Section 10. Overtime**

It is the intention of the Parties to establish herein, as far as is practical, the basic principles for equitable rotation within job classifications, shifts and departments of such overtime work as may be required. To this end, the following rules are agreed to and shall prevail:

### **a) Posting and Sign-Up for Scheduled Overtime**

1. Daily overtime, whether scheduled or unscheduled, will be filled by coverage overtime. Whenever possible, the Company will post for daily scheduled overtime (*i.e.*, overtime offered between 3:00 am on Monday and 11:00 pm on Friday) in advance by at least 24 hrs. However, overtime work on Friday from 7:00 pm to 11:00 pm shall be considered third shift's daily overtime. Overtime from 11:00 pm on Sunday to 3:00 am on Monday shall be considered second shift's overtime.
2. The Company will separately post a roster for weekend overtime volunteers at the beginning of the work week (third shift Sunday night), which will remain posted until two and one half (2 ½) hours following the beginning of the third (3<sup>rd</sup>) day of the work week. By the end of the fourth (4<sup>th</sup>) day of the work week, employees needed to fill overtime requirements will be notified. If additional openings remain, employees may volunteer by the end of the shift on fifth (5<sup>th</sup>) day of the work week, by notifying their supervisor and signing the overtime sign-up sheet. Such employees will be placed in available openings by management subject to the selection process set forth below.
3. Employees must personally sign all overtime sign-up sheets or contact their supervisor if away from the facility. Other employees are prohibited from signing the sheet on another person's behalf.
4. Signup sheets shall be available upon request to each department steward and general grievance committeeman for seventy-two hours following the close of the relevant signup period.

### **b) Assignment of Overtime**

1. Available overtime, whether scheduled or unscheduled, will be offered in rotation. The rotation list shall be maintained in seniority order. The parties recognize, however, that the unpredictable nature of unscheduled overtime may occasionally require exceptions in the regular rotation.
2. Overtime will be offered in order to those employees on the rotation list who have signed up for overtime on that date. Employees will be offered overtime in accordance with any preferences they have listed in terms of pre- or post-shift, provided the honoring of such preferences does not result in an empty overtime slot following exhaustion of the steps listed below.
3. Employees who do not sign up to indicate their availability for overtime on that date shall be skipped in the rotation, and the available overtime will be offered to the next employee in the rotation.
4. Employees who decline an offer of overtime on a date for which they signed up shall be skipped in the rotation, and the available overtime will be offered to the next employee in the rotation.

5. Overtime requirements not filled by scheduled employees on that shift will be offered to other employees who signed up to be available for overtime but not able to work in their own job class on the same shift (or, in the case of weekend overtime, on a different shift).
  6. If overtime requirements still are not filled, the Company may require, schedule and rotate weekend overtime work beginning in inverse order of seniority for such employees to meet minimum coverage requirements. The Company shall not, however, mandate more than four (4) hours of daily overtime from an employee in a single workday.
  7. It is the responsibility of the employee to request training in all areas of their job classification. If an employee is not trained in an area, he/she will be skipped in the overtime rotation. However, if an employee has requested training and is awaiting training, he/she shall be eligible for overtime in that area if:
    - i. The Company determines that it is operationally feasible to offer an overtime assignment in which the employee will only be required to perform work within his work area for which he is qualified;
    - ii. The Company determines that it is operationally feasible to allow the employee to work with a qualified co-worker during the overtime assignment.
- c) When it becomes necessary to fill an open position for a minimum of one week, the company will, in lieu of offering overtime in accordance with the above process, fill the opening with the most senior employee with recall rights to that position in accordance with Article XVII, Section 5(f) or 5(g), whichever applies. If no employee is available the company may elect to fill the open position by coverage overtime and/or with a Company convenience transfer offered to the most senior qualified employee who is interested in the transfer. Whenever possible, the Company will cover open positions in an equitable manner, *i.e.* first half of shift and second half of shift.
- d) The Company may designate in certain job classifications where operations are continuous, that 0.3 hours of daily overtime be required. For the purpose of this paragraph (b) only, a continuous operation is defined as any plastic molding machine operation which works for two (2) or more consecutive eight (8) hour shifts within a twenty-four (24) hour period. For the purpose of overtime equalization, overtime that is generated as a result of the mandatory overlap for continuity of molding operations in the job classification 0692, Department 357, will not be counted.
- e) Company may on a rotating basis elect to limit the number of overtime hours scheduled per job class and shift. The Company shall not be obligated to insure cross-shift equalization of overtime in any respect.
- f) Employees who accept and/or who are scheduled for overtime assignments under this Article shall be obligated to work them. Failure to work mandatory overtime will be considered a step of discipline for the purpose of Article IX, Section 2. Failure to work voluntary weekend overtime will result in the charging of an occurrence. Failure to work daily overtime will result in the charging of half of an occurrence.
- g) Employees shall not be permitted to switch daily overtime, and shall only be permitted to give away daily overtime to the unscheduled, next-in-rotation employee. Employees shall not be permitted to switch or give away weekend overtime after four (4) hours into their last

- g) Employees shall not be permitted to switch daily overtime, and shall only be permitted to give away daily overtime to the unscheduled, next-in-rotation employee. Employees shall not be permitted to switch or give away weekend overtime after four (4) hours into their last day in their normal workweek. However, employees on mandatory overtime may be allowed to find a qualified replacement up to the end of their shift on the last day in their normal workweek.

**Section 11. Provision of Overtime Rosters**

Overtime rosters pertaining to the equal rotation of overtime will be made available to each department steward and general grievance committeeman.

**ARTICLE VII – HOLIDAYS**

**Section 1. Holiday Designations**

- a) The following days are recognized as paid holidays:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- December 24<sup>th</sup>
- Christmas Day
- December 31<sup>st</sup>
- Paid Personal Days (3)

- b) Employees may call in Paid Personal Days on the call off system, subject to the provisions of Article VI, Section 5 (requiring at least thirty (30) minutes notice of any report off) and Article VII, Section 5.
- c) Employees in their probationary period will be paid for company designated holidays provided they meet the eligibility requirements described in section 5 of this article.
- d) Employees shall receive their allotment of personal days on January 1<sup>st</sup> of each calendar year. Employees hired after March 31<sup>st</sup> will receive two (2) personal days for that calendar year. Employees hired after June 30<sup>th</sup> will receive one (1) personal day for that calendar year. Employees hired after September 30<sup>th</sup> will not receive personal days until the following January 1<sup>st</sup>.

**Section 2. Rate of Holiday Pay**

Eligible employees shall be paid eight (8) times their average hourly rate for each of the holidays mentioned above. Such rate will be calculated based on the available average from the month prior.

**Section 3. Holiday Hours**

Each of the aforementioned holidays shall begin at 12:01 a.m. or the shift changing time nearest thereto and shall continue for twenty-four (24) hours thereafter. The parties may mutually

agree to observe any one of the aforementioned holidays on a date or at a time other than that designated.

The Good Friday holiday for the third shift shall be observed in the following manner. The third shift work week preceding the holiday will end at 7 o'clock on the morning of Good Friday. The third shift will begin the following work week at 11 o'clock on the evening of the Monday which follows the holiday.

#### **Section 4. Saturday/Sunday Holidays**

Any of the above designated holidays occurring on Saturday shall be celebrated on the previous Friday. In the event that Friday is also a holiday, the previous Thursday shall be considered a holiday.

Any of the above designated holidays occurring on Sunday shall be celebrated on the following Monday. In the event that Monday is also a holiday, the following Tuesday shall be considered a holiday.

#### **Section 5. Holiday Pay Eligibility**

In order to be eligible for holiday pay, an employee must have worked the scheduled work day immediately before and after the holiday in question. The following reasons are acceptable for absence during the week in which the holiday occurs and on qualifying days:

1. Jury Duty.
2. Meeting requirements of the Selective Service System.
3. Occupational injury or illness suffered within the plant (this excludes employees who are being compensated through Workers Compensation insurance covering the same holiday).
4. Death in the employee's immediate family provided he is eligible for and receives Funeral Pay. (See Article XVI, Section 8.)
5. Layoff due to lack of work provided the employee works the week immediately preceding the week in which the holiday occurs. Layoff due to lack of work provided the employee is recalled and reports to work on the first work day immediately following the holiday. If the recalled employee is bumped before starting to work, the employee who bumps onto the job and begins working on the first day immediately following the holiday, will receive the holiday pay.
6. Subpoenaed as a witness.
7. Emergencies such as lack of power, gas, water, fire, Acts of God, or other emergencies causing the plant to be closed.
8. Approved leave of absence, i.e., emergency leaves and personal leaves. This excludes employees who are already being compensated for time out that encompasses the holiday under Sickness & Accident benefits or Workers Compensation insurance.
9. Any granted weather amnesty.
10. Pre-Approved Vacation Days and Pre-Approved Paid Personal Days;
11. Paid Sick Days, provided an employee is below Step 1 under Article IX, Section 2, below Step 2 under Article IX, Section 4, and provides a valid doctor's note certifying that he/she was treated by the doctor and unable to work due to illness on the date in question.

It is understood that reasonable proof in the form of physicians' certificates, legal documents, letters on formal stationery, newspaper reports, or other mutually agreeable items, must be presented to the Company in the event of such absences.

Individual hardship cases not provided for above may be brought to the attention of the Company by the Union.

**Section 6. Work on a Holiday**

If an eligible employee is scheduled to work on any such holiday, but fails to perform his assigned work, he shall not be paid for the unworked holiday, unless he has failed to perform such work because of sickness, or similar good cause.

An employee is also ineligible for holiday pay if he fails to properly report such absence according to the provisions of Article VI, Section 1. of the Agreement and the Company's Employee Responsibilities Policy.

**Section 7. Holidays Falling During Vacations**

When a holiday falls during an employee's vacation scheduled on a weekly basis, such employee may:

- a) receive in addition to his vacation period, an additional day off either the Friday immediately before or the Monday immediately after his vacation; or
- b) elect to waive an additional day off and receive pay in lieu of such day off.

**ARTICLE VIII – VACATIONS**

**Section 1. Vacation Schedule**

Employees who complete one (1) or more years of continuous service on January 1 of each year shall be entitled to vacation pay in accordance with the following schedule: Employees whose years of continuous service will transition into a new vacation allotment during the calendar year will receive the increased vacation allotment January 1 of that year.

<u>Years of Continuous Service</u>	<u>Vacation</u>
1 to 3 years	8 days
3 to 8 years	13 days
8 to 18 years	20 days
18 to 23 years	26 days
23 to 30 years	29 days
30 to 35 years	30 days
35 years and over	1 additional day for each additional 5 years of service

**Section 2. Vacation Pay**

Vacation pay shall be paid to each employee on the regular pay day immediately prior to the start of his weekly vacation, provided he/she gives the company 2 weeks' notice prior to payment.

Vacation pay shall be paid to each employee taking daily vacation on the regular pay day for all work performed in the week in which the vacation days are taken.

Vacation days scheduled and paid in advance cannot be cancelled, cannot be taken at a later time without pay, or cancelled in order to use a Company benefit e.g. Funeral pay, FMLA, S&A benefits, jury pay or subpoenaed as a witness pay.

### **Section 3. Shut-Down**

It is expressly understood that the Company reserves the right to close the plant for purposes of scheduling simultaneous vacations. Such shut-down period for vacation purposes shall not exceed five (5) consecutive working days. The shutdown dates will be announced by January 1 of the same year.

Employees who are scheduled to work during shutdown must work the entire scheduled period. If a bona fide emergency occurs, the parties will meet to discuss the situation.

Employees will not be required to hold vacation for shutdown, as long as they agree to work on the clean-up crew during shutdown.

The company reserves the right to close the plant for Holiday Shutdown. The Shutdown dates will be announced by December 1<sup>st</sup> of the same year.

### **Section 4. Allocation of Vacation**

It is expressly understood that the final allocation of vacation is reserved exclusively by the Company in order to preserve the orderly operation of the plant. The vacation to which each employee is entitled will be awarded on January 1 and must be taken between January 1 and December 31 of each calendar year.

### **Section 5. Distribution of Vacation Entitlement**

Employees having more than one (1) week of vacation entitlement shall be permitted to take such additional vacation time on a weekly or daily basis.

Vacation taken on a weekly basis must be requested and approved by the Company at least one (1) month in advance. Vacation taken on a daily basis must be requested and approved by the Company.

Vacation taken on a half-day basis must be requested and approved by the Company. A half-day of vacation may be taken at any point throughout the employee's regular work shift, provided it is previously approved by the Company.

It is understood that same day report offs for vacation will not be permitted by any employee who is scheduled to work on Saturday or Sunday.

### **Section 6. Pay in Lieu of Time**

Except for those days necessary to cover the annual shutdown week, employees who do not use their full vacation entitlement may elect to receive pay in lieu of vacation not taken. Such employees will receive pay for unused vacation days within two (2) weeks of the date the election is made.

### **Section 7. Vacation Pay Computation**

Vacation pays shall be computed at the employee's base hourly rate at the time vacation is taken times their average hours worked from the previous calendar year or 40 hours per week, whichever is greater. Average hours worked will include only those hours that count as "time worked" as defined in Article VI, Section 5.

### **Section 8. Vacation Pay and Separation**

Eligible employees who for any reason separate themselves from the Company after attainment of their vacation shall receive the vacation pay to which attainment of such date

entitles them or any balance of such vacation pay which they have not received prior to separation. In addition, they shall receive one-twelfth (1/12) of their earned vacation pay for each month completed after attainment of their vacation and prior to their separation date.

### **Section 9. Veteran Service and Vacation Entitlement**

Returning veterans, who were employed by the Company at the time they entered the Service, shall be considered to have been continuously employed by the employer for their entire length of such service for the purpose of determining vacation entitlement.

## **ARTICLE IX – BEHAVIOR IMPROVEMENT**

### **Section 1. Absence**

The Parties affirm their commitment to the philosophy of constructive discipline in which the goal is to bring about a change in behavior for the better. Recognizing that the majority of our employees are positively motivated, this Article encompasses both the procedure to be followed by the Parties and employees to achieve positive behavior change as well as the consequences for failure.

- For each calendar year employees will be eligible for three (3) paid sick days (at base hourly rate). Employees hired after March 31<sup>st</sup> will be eligible for two (2) paid sick days for that calendar year. Employees hired after June 30<sup>th</sup> will be eligible for one (1) paid sick day for that calendar year. Employees hired after September 30<sup>th</sup> will not be eligible for paid sick days until the following January 1<sup>st</sup>.
- \*Employees will be permitted to use paid sick days to cover an absence only where the employee provides notice that he/she will be absent as soon as possible, and in any event no later than thirty (30) minutes prior to the commencement of the shift.
- Beyond paid sick days, each day of absence will be considered an occurrence.
- Any combination of two (2) latenesses or early departures within a six (6) month rolling period (defined as working four (4) hours or more, but less than the full shift) will be considered an occurrence.
- Any approved FMLA absence will not count as an occurrence.
- Excessive absence is defined as any combination of three (3) occurrences in a six (6) month rolling period and will generate a step of discipline.

### **Section 2. Absence Discipline**

The following steps will be followed in the case of absence problems including absence without report, absence without a reasonable cause, falsifying the reason for absence, and chronic or pattern absence.

**STEP 1.** The supervisor will discuss the incident with the employee on the job within fifteen (15) working days of the incident date. Such discussion will be directed toward an explanation of why the incident is a problem and developing with the employee a constructive plan to prevent the incident or other incidents from occurring again.

**STEP 2.** Should the same or other incidents related to absence occur, the supervisor will again bring the matter to the employee's attention on the job, with his steward, for a serious discussion of the matter within fifteen (15) working days of the incident date. In addition to the steward and the supervisor, the appropriate Manufacturing Manager or the Human Resources Manager or his designee, and the employee's Grievance Committee person shall participate in the

discussion. The intent of the discussion will be to identify changes the employee should consider in order to bring about improvement in attendance and punctuality. The major points of the meeting will be confirmed in a letter to the employee.

**STEP 3.** If further incidents occur, the procedure outlined in Step 2 will be repeated, within twenty (20) working days of the incident date with the participation of the Human Resources Manager or his designee, and the employee's Grievance Committeeperson. The intent of this discussion at this Step will be to identify changes the employee should consider to bring about an improvement in attendance and punctuality, to review the employee's absence history and to make the employee aware of the gravity of his position in the behavior improvement procedure. To emphasize the seriousness, the employee will be suspended without pay for the remainder of the shift during which time he should consider seriously whether he intends to abide by the Company's standards. He will also be informed that another incident will result in termination.

**STEP 4.** In the event of another incident, the employee will be discharged.

### **Section 3. Absence Discipline Record**

If no further incidents related to absence occur within 180 days of Step 1, 360 days of Step 2, or 360 days of Step 3, such Step will be cleared from the employee's record. Leave of absences (including all days out on a leave) will not be counted toward clearing the employee's record.

### **Section 4. Behavior Discipline**

- a) In the case of unsatisfactory work performance, such as carelessness in handling machinery or materials, unsafe work practices, insufficient attention to work, or a breach of discipline, such as failure to carry out a supervisor's instructions, improper handling of time reporting procedures or parking violations or disregard for the Arrow Code of Conduct, the following steps will be followed:

**STEP 1.** The supervisor will discuss the incident with the employee on the job within ten (10) working days of the incident. Such discussion will be directed toward an explanation of why the incident is a problem and developing with the employee a constructive plan to prevent the incident or other incidents from occurring again.

**STEP 2.** Should the same or other incidents occur related to behavior in and about the workplace, the supervisor will again bring the matter to the employee's attention on the job, along with his steward for a serious discussion of the matter within fifteen (15) working days of the incident date. In addition to the steward and the supervisor, the appropriate Manufacturing Manager or the Human Resources Manager or his designee and the employees' Grievance Committeeperson shall participate in the discussion. The intent of this discussion will be to

resolve the employee's difficulty in abiding by normal standards of performance and discipline. The major points of the meeting will be confirmed in a letter to the employee.

**STEP 3.** If further incidents occur, the procedure outlined in STEP 2 will be repeated within twenty (20) working days of the incident date with the participation of the Human Resources Manager or his designee and the employee's Grievance Committeeperson. The employee will be suspended without pay for the remainder of the shift during which time he should consider seriously whether he intends to abide by the Company's standards. He will also be informed that another incident will result in termination.

**STEP 4.** In the event of another incident, the employee will be discharged. For the purpose of this Section 4, any combination of three (3) occurrences of late report offs or failure to swipe in or out at the beginning or end of the shift will also be considered as just cause for discipline.

- a) Must give written notice if discipline of more than one step within the first ten (10) days
- b) The parties may mutually agree to modify these steps based on the facts involved in particular cases.

#### **Section 5. Behavior Discipline Record**

If no further incidents related to behavior in and about the workplace occur within ninety (90) calendar days of Step 1, one hundred eighty (180) calendar days of Step 2, and three hundred sixty (360) calendar days of Step 3, such Step will be cleared from the employee's record. Leaves of Absence (including all days out on a leave) will not be counted toward clearing the employee's record.

#### **Section 6. Serious Offenses**

In the case of criminal behavior, the use of, or possession of alcoholic beverages or drugs on the Company property, or unauthorized work stoppages, termination is immediate without recourse to the Steps outlined in Sections 2. and 4.

Any serious offense as listed in the Company's "Employee Responsibilities" policy will also subject the employee to immediate disciplinary action up to and including suspension and/or discharge.

The company will periodically conduct background checks with the United States Office of the Inspector General (the "OIG"). In the event that the Company receives a report of an OIG exclusion for an employee, that employee shall be discharged. Notwithstanding any other provision of this Agreement, an employee discharged for an OIG exclusion shall have the right to challenge through arbitration the accuracy of the report, but not the penalty. However, nothing herein shall preclude or limit an employee's right to appeal the exclusion through the OIG administrative process.

#### **Section 7. Scrap**

In the case of insufficient attention to work resulting in scrap being made, the ten (10) working day time limit will commence at the time it came to the supervisor's attention.

#### **Section 8. Disputes on Discipline**

Any difference or dispute concerning a disciplinary action shall be adjusted in accordance with the grievance and arbitration procedures herein set forth.

#### **Section 9. Disputes on Discharge**

Any difference or dispute concerning a discharge shall be submitted to the Third Step of the Grievance Procedure within five (5) working days following such discharge. Such time limit may be extended by mutual agreement of the Parties.

#### **Section 10. Time Limits**

Should the Company fail to observe the time limits as outlined in Sections 2. and 4. of this Article, the immediate incident will be dropped from the employee's record. Such time limits may be extended by mutual agreement of the Parties.

## **ARTICLE X – MANAGEMENT’S RIGHTS**

The Union recognizes that the Company retains the exclusive right to direct the working force and to manage its business in a safe, economical, and effective manner except as such right is limited by the terms of this Agreement.

Among the rights and responsibilities which shall continue to be vested in the Company, which is not intended as a wholly inclusive list shall be: to introduce new and improved production methods and facilities; to decide the number and location of its plants, including the number of its employees, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing; to increase or change production equipment; to regulate the quality or quantity of work; to hire, discipline, suspend or discharge for just cause; to promote, transfer and relieve employees from duty because of lack of work or other legitimate reasons; to subcontract, transfer or assign any or all of the Company's operations; and to take such other actions as the efficient operation of the plant and the necessities of the business shall require, provided, however, that such rights shall not be used so as to discriminate against any employee because of membership in the Union or in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE XI – SAFETY AND HEALTH**

### **Section 1. Dedication to OSHA Standards**

The Company will make every reasonable effort to provide safe and healthful conditions of work for employees at the plants. Such provisions will be maintained within the framework of the regulations of the Commonwealth of Pennsylvania, Department of Labor and Industry, Harrisburg and the Federal Occupational Safety and Health Act.

### **Section 2. Provision of Protective Devices**

The Company's present practice of providing protective devices necessary for the safety and health of its employees will be continued during the period of this Agreement.

### **Section 3. Joint Safety Committee**

The Joint Safety Committee will be responsible for reviewing unsafe conditions, conducting safety audits and implementing solutions. Such committee will be composed of ten (10) members: five (5) members appointed by the Company; five (5) members appointed by the Union.

Meetings will be conducted during the third (3rd) week of each month to review committee functions and make recommendations to the Company.

### **Section 4. Inspection Tours**

Department inspection tours will be conducted monthly. The members of the Joint Safety Committee along with the department supervisor and steward will participate in the tour. Copies of all reports relating to such inspection tours will be given to all personnel on the Joint Safety Committee.

### **Section 5. Accident Investigation**

In the event of a serious accident the Human Resources Department will notify the designated Union member of the Joint Safety Committee in order to make a joint accident investigation. The parties agree to implement a joint accident investigation team as soon as practical. The team will be responsible for joint investigation of all lost time accidents.

Reports of such investigations shall have joint approval and copies of such reports will be given to the appropriate members of the Joint Safety Committee.

#### **Section 6. Rate of Pay When Injured**

When an employee who is injured while working in the plant is taken to a physician or hospital and returns to his job during the shift, he will be paid at his applicable hourly rate for the period of his absence for medical attention.

If, following an accident, the attending physician substantiates that the employee involved is unable to return to work on the date of the initial visit, he will be paid for the balance of his shift, including scheduled overtime, provided the accident was reported to management on the day it happened and the initial visit is within one week of the accident, in accordance with the above.

#### **Section 7. Rest Periods**

- a) A thirty (30) minute lunch period will be scheduled during the midpoint of each shift. Two (2) ten (10) minute breaks will be allowed (two and six hours into the shift) unless agreed in advance with the supervisor. Management may assign a different break schedule as deemed appropriate by specific operational needs, which will amount to the same total break time.
- b) It is understood that the above schedule applies to an eight (8) hour day. If an employee works two (2) hours after having worked the regular eight (8) hour shift, he will be allowed a ten (10) minute rest period before the end of the eight (8) hour shift. If an employee works four (4) hours after having worked the regular eight (8) hour shift, he will be allowed a ten (10) minute rest period before the end of the eight (8) hour shift, and an additional ten (10) minute rest period two hours later. Management may assign a different break schedule as deemed appropriate by specific operational needs, which will amount to the same total break time.

#### **Section 8. Non-Abuse of Privileges**

The Union agrees that the employees shall not abuse these privileges. Such abuses will be brought to the Union's attention through the provisions of Article XVIII, Section 3(h).

#### **Section 9. First Aid Team**

The Company agrees to continue the First Aid Team.

#### **Section 10. Use of Illegal Drugs and Alcohol**

The Parties recognize that the use of illegal drugs and alcohol poses a serious threat to both the Company and its employees. Moreover, the Company and its employees have the responsibility to maintain a safe, healthful and efficient working environment. To meet these objectives, the Parties agree to the following procedure:

1. Any employee who is guilty of possession, use or sale of alcohol or illegal drugs on Company property will be terminated without recourse to the procedure outlined in Article IX, Behavior Improvement.
2. Any employee who exhibits unusual behavior such as excessive absence, being disruptive, abusing other employees or exhibiting work habits other than those normally exhibited, or is involved in a workplace accident or injury (the nature of which involves offsite treatment) will be subject to alcohol and drug screening by an independent laboratory designated by the Company. Such laboratory must be properly certified by the

- U. S. Department of Health and Human Services and use accepted scientific methods of testing and meet all pertinent proficiency standards
3. Specimens obtained for drug and alcohol screening will be retained for thirty (30) days in the event further analysis is deemed necessary. During retention of such specimens as well as during all phases of the specimen gathering and screening process, specimen security will be maintained so that tampering cannot occur.
  4. In the event such screening produces positive results, the employee will be immediately suspended for thirty (30) days and must submit to counseling and rehabilitation therapy as approved by the Employee Assistance Program (EAP), provided it is the employee's first positive screening. In such cases, the employee will not be permitted to return to work until he tests negative after the thirty (30) days suspension. The rehabilitation program will be approved by the Company and the employee must complete the prescribed program. An employee who refuses testing, or as a result of a positive test refuses to cooperate with the EAP, refuses treatment or continued aftercare, or engages in specimen tampering will be subject to discharge.
  5. An employee who tests positive will also be subject to random testing three (3) times for a period of one (1) year from the date the employee returns to work. Any positive result from random testing will be grounds for discharge. This testing will be performed during regularly scheduled working hours.
  6. Any employee who becomes involved in a second incident resulting in a positive drug or alcohol test shall be subject to discharge.

## **ARTICLE XII – ACCESS TO PLANTS**

The duly authorized International Representative of the Union shall be permitted to visit the plants during working hours for the purpose of adjusting complaints or ascertaining whether this Agreement is being complied with. Such visits to the plants are to be conducted so as to avoid interference with the operation of the plants and shall be made only after notification to a member of the Human Resources staff.

Union Representatives and the Unit President will be allowed entrance to the plants to serve their members on all shifts provided they notify the supervisor of their presence when practical.

When a Union Representative or the Unit President is going to leave his assigned plant to conduct Union business, he shall notify his supervisor of his planned departure and of his return when practical.

## **ARTICLE XIII – LEAVES OF ABSENCE**

### **Section 1. Family and Medical Leave Act (FMLA)**

Leaves of Absence will be granted to employees for those reasons which are consistent with the requirements of the Family and Medical Leave Act (FMLA). In conjunction with the FMLA, a "serious health condition" is defined by the existing regulations as set forth by the Department of Labor. Employees who take FMLA leave for any reason other than their own serious health condition will be required to use vacation and personal days concurrently with the FMLA leave until they return to work or exhaust their paid leave allotment, whichever is sooner. Employees who take FMLA leave for their own serious health condition will be required to use vacation and/or personal days in the following manner:

1. During their eighth week of FMLA leave, employees will be required to use five (5) days of paid leave.
2. During every fourth week thereafter (including any period of leave in addition to their FMLA leave), employees will be required to use another five days of paid leave until they return to work or exhaust their paid leave allotment, whichever is sooner.

An employee who utilizes all available vacation within a calendar year for reasons which are attributable to FMLA may be granted an unpaid Leave of Absence for up to five (5) working days for vacation purposes. In the event that the FMLA law is dissolved, the parties will meet to negotiate language for the Leave of Absence policy.

## **Section 2. Preapproved Leaves of Absence**

Leaves of Absence for compelling personal reasons may be granted for one full day or more by the Company.

Application must be made in writing by the end of the employee's shift prior to the absence, and the employee must have used all his remaining vacation/personal days.

In considering requests for Leaves of Absence the Company will give consideration to the reason for the Leave, the length of the Leave requested, the effects of the lost time on production requirements, the employee's disciplinary record and length of service.

Approved Leaves of Absence shall be reduced to writing and copies of such Leaves shall be given to the employee and appropriate Union officials.

All paid personal days and vacation entitlement except that which must be applied to the vacation shutdown period must have been used before a Leave of Absence will be considered for approval.

## **Section 3. Emergency Leave Days**

Employees who are not in Step 2 or above in the disciplinary procedure will be eligible for two (2) emergency leave days within each calendar year.

An Emergency Leave must be for a legitimate and unforeseen emergency situation which prevents the employee from coming to work. It is understood and agreed that the Company reserves the right to require reasonable evidence for the Emergency Leave.

An Emergency Leave may be granted after the employee has begun working for the day provided reasonable evidence to support the emergency is supplied to the Company upon request. If the employee leaves work after the commencement of the shift, the employee is charged with a full day of Emergency Leave. An Emergency Leave will not be granted for an employee's personal illness unless it involves an emergency condition for which medical certification can be provided. An Emergency Leave may be granted without having used available vacation or personal days.

An Emergency Leave must be requested no later than 24 hours after returning to work.

## **Section 4. Employment While on Leave of Absence**

No employee shall engage in any form of employment including self employment while on such Leave of Absence.

**Section 5. Leave of Absence for Union Business**

A Leave of Absence for Union business, not to exceed three (3) years, shall be granted to any employee who is elected to or appointed to a position within the Union (or the AFL-CIO) upon receipt of a written request from the District Director. Such Leave shall be without pay or other economic benefits provided by this Agreement.

A Leave of Absence shall be granted to any employee who is elected or appointed to a public office. Such Leave shall not exceed one (1) term in office and shall be without pay or other economic benefits provided by this Agreement.

Approved Leaves of Absence shall be reduced to writing and copies of such Leaves shall be furnished to the employee and the Union.

**Section 6. Establishment of Seniority**

Employees returning from an approved Leave of Absence shall be restored to full seniority.

**Section 7. Disputes Regarding Disapproval of Leave**

Disputes regarding the disapproval of a Leave of Absence shall become the subject of a grievance at the second step of the grievance procedure. The sole issue to be addressed in regard to such grievances shall be whether the Company acted arbitrarily in denying the leave.

**ARTICLE XIV – MILITARY SERVICE**

An employee who enters the Military Service of the United States shall retain his seniority and his right to reemployment or reinstatement on the basis of such seniority in accordance with existing law. In addition, an employee will receive pay for up to two (2) weeks per year while on military leave. They will be paid upon their return from leave at a rate equal to the difference in their base rate and the pay received from the military.

**ARTICLE XV – STRIKES OR LOCKOUTS**

There shall be no slowdowns, strikes, work stoppages, or other interference with or limitations of production by the Union or the employees.

In the event that the foregoing provision is violated, the Company reserves the right to take such disciplinary action, including discharge, as it deems necessary.

There shall be no lockouts by the Company during the term of this Agreement.

**ARTICLE XVI – MISCELLANEOUS PROVISIONS**

**Section 1. Posting Notices**

The Company agrees to permit the Union to post notices on the Company's bulletin boards. Such notices may be on sections of boards or complete boards depending on the volume of notices. Before notices are posted they must first be submitted to the Company, be signed by an Officer of the Union and deal with Union meetings, elections, appointment of committees or other non-controversial matters concerning affairs of the Union.

**Section 2. Non-Coercion of Union Members**

The Company will not interfere with, restrain, or coerce any member of the Union because of his membership in the Union or activity on behalf of the Union. The Union agrees that neither it nor its members shall transact any Union business on the Company's time except such matters as are specifically authorized by the terms of this Agreement.

The Company agrees not to deny any Officer, Steward, or Grievance Committee member any job because of lost time for Union business. Any employee who has been authorized by the Unit President and gives sufficient advance notice to the Company shall be granted leave for legitimate Union activities, except where it causes undue hardship to the Company.

**Section 3. Fair Employment Practices**

The Company and the Union recognize that they are bound by the statutes of the Commonwealth of Pennsylvania and the United States relating to fair employment practices.

**Section 4. Emergency Plant Shut-Down Notification**

In the event the Company cannot operate the plant due to emergencies beyond its control such as snow storms, fire, flood, etc., it will attempt to notify all employees not to report for work due to the emergency through the facilities of WEEU-AM, WRAW-AM, WIOV-AM, and WRFY-FM, Reading, WIOV-FM, Ephrata; and WPPA-AM/FM, Pottsville, PA.

**Section 5. Promotions Outside of Bargaining Unit**

Employees who may be promoted to positions outside the bargaining unit shall, as a condition of employment, be reinstated into the Union immediately upon returning to the bargaining unit. Such employee's seniority will not continue to accrue for the purposes of the provisions of Article XVII, Seniority, only during his absence from the bargaining unit. Such employee's seniority accrued prior to said transfer will be reinstated providing he does not spend a period of thirty (30) days outside of the bargaining unit. Such transfers shall also be limited to one (1) per lifetime for each employee so promoted.

**Section 6. Definition of "Working Days"**

The term "working days" as used in the various Articles in this Agreement is defined to be Monday through Friday.

**Section 7. Jury Pay and Subpoenaed as a Witness**

An employee who is summoned and reports for jury duty or is subpoenaed as a witness, as prescribed by applicable law, on a normal work day shall be paid by the Company an amount equal to the difference between the amount of the pay for eight (8) hours at base hourly rate and the daily fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he reports for or performs as a juror or witness. Third shift employees may choose the jury service day or the following day to be excused and if he cannot return to work on time, shall be entitled to an unpaid Leave of Absence for the subsequent shift.

The Company's obligation to pay an employee for these benefits shall be the length of time serving as a juror or witness.

In order to receive payment, an employee must give the Company prior notice that he has been summoned as a juror or subpoenaed as a witness and must furnish satisfactory evidence that he reported for or performed on the days for which he claims such payment. The provisions of this Section are not applicable to an employee who, without being summoned or subpoenaed, volunteers as a juror or witness.

**Section 8. Funeral Pay**

- a) An employee shall be eligible to receive Funeral Pay for death in his immediate family, including the family of the deceased spouse, i.e. spouse, parent, or step-parent; parent or step-parent of current spouse; grandparent or step-grandparent, child or step-child, brother, step-brother, son-in-law, daughter-in-law, grandchildren, half-brother, sister, step-sister, half -sister, brother-in-law, sister-in-law, great grandparents and domestic partner, grandparent or step-grandparent of the current spouse, and the current spouse of the employee's brother-in-law and sister-in-law. The employee will be excused for any three (3) normally scheduled working days (excluding Saturday, Sunday and Holidays) during the period commencing with the date of death and ending ten (10) working days thereafter. In the event of unusual circumstances causing a funeral/memorial service to be conducted beyond the ten (10) working day limit, the Parties agree to meet jointly with the effected employee to discuss making an accommodation to the employee's situation. An employee excused from work under this Section shall receive not more than twenty-four (24) hours of pay at their base hourly rate.
- b) It is the responsibility of the employee to furnish the Human Resources Department with adequate proof substantiating his absence because of a funeral.
- c) Common law marriages will be recognized in the same fashion and with the same requirements as the benefits program.
- d) Domestic partner and children of the domestic partner (who are not also your children) will receive Funeral Pay if they meet the requirements for domestic partner eligibility under Teleflex Domestic Partner Benefits.
- e) In the event that the death of a relative occurs during the time an employee is absent from work on preapprove Vacation Days, up to three (3) days of Funeral Pay will be substituted for Vacation Days Proof of the relative's date of death and the employee's attendance at the funeral shall be provided to the Company.

**Section 9. Office Space**

The Company will provide office space for Union records and business relating to the Company for use during regular working hours. Maintenance of the office is the Company's responsibility.

**ARTICLE XVII – SENIORITY**

**Section 1. Basis of Seniority**

- a) Plant Seniority is defined as the length of continuous service with the Company and shall continue until terminated for reasons as set forth under paragraph (b) of this Section. The Company will maintain seniority records by department and will make them available to appropriate Union officials upon reasonable request.
- b) Plant Seniority shall be terminated for the following reasons:
  - 1. Voluntary quitting.
  - 2. Discharge for just cause.
  - 3. Being absent due to layoff or disability for a continuous period of more than two (2) years, except that absence due entirely to compensable injury received in the

course of any employee's employment by the Company shall not, to the extent of the period for which statutory compensation is payable, be included in the computation of said two (2) year period. Such two (2) year period may be extended provided that the employee notifies the Company by letter annually of his current address and of his desire to continue as an employee of the Company. In no case can an employee be granted an extension of more than three (3) years or a period equal to his consecutive service, whichever is smaller. Eligibility for such extensions is limited to employees who have fifteen (15) years or more of seniority.

4. Failure to return to work within five (5) working days after delivery date of certified letter notifying him of primary or secondary recall. Failure to return to work after recall or failure to exercise his bumping rights after being bumped or laid off due to lack of work.
  5. Three (3) consecutive working days unreported absence.
  6. Absence in excess of leave. The Company will give consideration in Items 4, 5, and 6 where employee's failure is due to extenuating circumstances.
  7. Engaging in any form of employment including self employment while on an approved leave of absence.
- c) In recalling employees the Company will rely on the last address shown on the employees' records. Employees who do not receive a certified letter of recall due to failure to advise the Company of their last address shall be considered as voluntarily quitting the employ of the Company.
- d) New employees shall be required to serve a probationary period of sixty (60) calendar days. During this time the Company shall judge the fitness of such employees and will be free to discharge or layoff such employees without regard to date of hire.

After completion of the probationary period, the employees' plant seniority shall start from the original date of hire. Additionally, employees will become eligible for enrollment in the Company provided health and welfare benefits.

## **Section 2. Reducing Work Forces**

When it becomes necessary to reduce the work force, employees to be laid off shall be notified by the Company as far in advance as practicable, but not later than four (4) hours before the end of the shift on the day of layoff (except in case of equipment failure) and the following procedures and conditions will apply:

- a) The Company will determine the manning requirements by plant department, shift, and classification. All layoffs will become effective at the end of the workweek.
- b) Probationary employees in the affected department, classification, and shift shall be the first to be laid off.
- c) If additional layoffs are necessary, the least senior employees involved in the affected department, shift and classification will be laid off and the remaining employees will perform the available work.
- d) When reducing the forces in a department, a general grievance committee person will be provided with a current seniority listing in order that the accuracy of the listing can be checked. In the event an error is detected and called to the attention of the Company, immediate correction shall be made. The Company will not be liable in the event such

general grievance committee person fails to protest within a seventy-two (72) hour period following the end of the shift on which the seniority listing was provided, excluding unscheduled working days.

### **Section 3. Bumping**

- a) The Company will announce permanent layoffs of employees by Thursday of the workweek preceding the date of the layoff. When the Company announces a permanent layoff, the following bumping process shall be followed:
1. Employees will be able to volunteer to be bumped from their current position during the announced layoff by signing a designated volunteer sheet to be maintained by Human Resources. Any employee who signs the volunteer sheet will not be permitted to cancel their decision for purposes of that layoff.
  2. An employee who is permanently laid off or bumped may bump a less senior employee in a different job classification and/or shift.
    - i. If a less senior employee in that job classification and/or shift has volunteered to be bumped, the laid off/bumped employee will bump into that employee's position. If more than one employee in the desired job classification and shift has volunteered, the laid off/bumped employee will bump into the position held by the most senior volunteer who has less seniority than the laid off/bumped employee;
    - ii. If there are no volunteers in the desired job classification and shift, the laid off/bumped employee will bump the least senior employee in the classification on that shift.
  3. Employees who volunteer but are not bumped will remain in their current position.

An employee exercising his bumping rights, after having notified management of his intentions as to department, shift, job class, and the employee being bumped, may not make any change in his election after signing the appropriate request form. In the event that the employee disqualifies himself in accordance with the provisions of Article XVII, Section 13, the disqualification will be made part of the employee's permanent record and the employee will not be allowed to bump into that job classification in the future.

The Company has the right to temporarily retain a bumped employee for training purposes only up to a maximum of 20 days worked.

- b) All employees exercising their seniority to bump less senior employees must meet the requirements of the jobs to which they bump according to the following provisions:
1. If training is not allowed, such requirements must be met within ten (10) days worked.
  2. If training is allowed:
    - i. such requirements must be met within twenty (20) days worked unless the Company and Union have agreed upon an extension. Once the extension is agreed upon the employee has equal time to disqualify himself.
    - ii. bumping employees will be taught or shown everything possible about the job during the twenty (20) days worked.
    - iii. the bumping period must be equal to or exceed twenty (20) days worked.
    - iv. bumping employees must accept such training on shifts and by employees most convenient to the Company.

3. Training will be allowed for all bumps into job classifications graded 4-9 by the CWS job evaluation program. Training may or may not be permitted for bumps into job classifications graded 10-20 by the CWS job evaluation program. The decision regarding the allowance of training will be made by the Company on the basis of a review of personnel records.
- c) Meeting the requirements of the job on non-incentive operations is defined as achieving the minimum level of performance of those permanently assigned to the job.
  - d) Failure to meet the requirements of the job or a self-disqualification as defined in (c) above will result in the employee being required to bump a second time into a job classification for which he is qualified. All employees affected by the first bump shall be returned to the status they held prior to the first bump.
  - e) An employee who, upon being placed in layoff status, cannot immediately make the transition to a different shift shall be afforded an opportunity to make the transition at a later date without penalty. The length of time needed by the employee to make the transition shall be discussed and agreed upon by the parties, but in no event will exceed 20 working days. At the end of 20 working days, the employee's seniority will be terminated.
  - f) The Union will be given copies of Company records maintained for the above purposes.

#### **Section 4. Bumping Procedure**

Application to replace another employee must be made immediately upon notification of layoff due to bumping or lack of work. Such application must be made to the Human Resources Department. The Union will be given copies of all such movements.

#### **Section 5. Recall in Working Forces**

- a) When necessary to increase the working forces, the most senior employee in layoff status from the department, job classification and shift affected shall be first to be recalled. All employee recalls will begin on the first work day of the work week.
- b) Remaining vacancies shall be filled by the procedure outlined in Section 7 of this Article.
- c) In case of recall to their original job classifications and shifts, employees shall be notified by certified mail and failure to return to work within five (5) working days from the delivery date of certified mail, shall cause them to be deemed a voluntary quit.
- d) When changes occur in the work force, appropriate Union representatives will be provided with weekly listings concerning additions, separations, disqualifications and transfers of employees giving names and other pertinent information. The Company will not be liable where a general grievance committeeman has received such notice and no protest has been filed within a seventy-two (72) hour period from the end of the shift on which the listings were received excluding unscheduled work days.
- e) In recalling employees, the Company shall rely on the last address shown on the employee's personnel record. Employees will use the form Employee Record Reports, available in the departments to notify the Company of changes of address or personal status. A weekly list of all such changes shall be furnished to the Union Unit President. Employees who do not receive certified mail notifying them of recall as a result of failure to

advise the Company of last address shall be considered as voluntarily quitting the employ of the Company.

- f) When an employee is to be recalled on a temporary basis (twenty (20) working days or less), the following conditions will apply:
1. If the employee is working on the same shift to which he has recall, he shall return to his department and job classification at the rate of pay of his job or the job on which he is working, whichever is higher.
  2. If the employee is on layoff or working on a shift other than the shift to which he has recall, he shall have the option of accepting or rejecting such temporary recall. The rate of pay shall be the rate of the job to which recalled.
  3. At the completion of the temporary recall, the employee shall be returned to the status he held prior to the temporary recall.
  4. In instances where such temporary recall is for one (1) shift or less, the Company may elect to fill the vacancy by temporary transfer.
  5. The appropriate grievance committee person will be informed of all temporary recalls and the disposition of such recalls.
- g) In the event an employee is placed on a medical leave of absence, an employee who holds recall rights to that job, shift and classification, shall be temporarily recalled to that job to cover for the duration of the other employee's medical leave. Employees recalled in this fashion shall have an opportunity after completion of the first eight (8) weeks (and every eight (8) weeks thereafter) to return to their prior job, shift and classification. Employees who would be recalled under the above, may refuse the recall provided that they are currently on another shift.
- h) In the event a temporary vacancy occurs in a department, job classification, and shift to which no employee has recall rights, such temporary vacancy shall be offered to laid off employees not working for the Company who have recall rights to the department, and job classification, but to shifts other than that on which the temporary vacancy has occurred.

#### **Section 6. Temporary Lack of Work**

If unforeseen business conditions result in the creation of a temporary lack of work situation, any combination of the following actions may be followed wherever practical:

- a) Any employee in the affected department, classification and shift may be transferred under the provisions of Section 10(d) of this Article. It is understood that senior employees who express a desire to do the work shall be limited to the affected classification. These transfers will not exceed five (5) consecutive working days and will be limited to seventy-five (75) per plant per contract year. In the event such temporary transfer is to a shift other than his regular shift, the affected employee may request and receive a layoff for a period of time equal to the duration of the lack of work situation.
- b) The affected job classification within the department, classification and shift may be scheduled for not less than four (4) days per week and not more than four (4) weeks. It is understood that such schedules include no guarantee of hours per day or week.
- c) The affected employees may be temporarily laid off according to the following procedure:

1. The Company has the right to retain the particular skills necessary to produce the available work or man particular equipment.
  2. Layoffs will be made within the job classification, so that employees with the least seniority shall be affected first.
  3. Layoffs will be made for a period not to exceed five (5) consecutive days and rotated among the employees for like periods for the duration of the temporary lack of work.
  4. In the event an employee is laid off temporarily who does not have recall rights to such job, he shall have the option to return to the subject job at the conclusion of the temporary lack of work.
- d) Short work weeks shall be effective for a period of not more than twenty (20) working days within a six (6) month period except by mutual agreement of the Parties. Temporary layoffs shall not exceed fifteen (15) working days within a six (6) month period.
- e) An employee who is scheduled to work according to (b) shall have the opportunity to displace any less senior employee in his job classification, department, and shift for the duration of the temporary lack of work situation.
- f) Employees who have been affected by temporary actions outlined in (b) or (c) above shall have the right to displace any less senior employee who is currently:
1. A probationary employee.
  2. Working on a temporary job offer.
  3. Working on a Company convenience transfer.
- g) An employee who displaces another employee as in (f) 2. or 3. above, shall return to the department, job classification, and shift which was affected following the completion of the original temporary lack of work condition. In no case shall such displacement exceed the time remaining on the original temporary job offer or transfer. Such displacement can be made in any department and on any shift provided the displacing employee can perform the work without training. The provision of Section 16, Paragraph (c) of this Article will apply.
- h) The bumping provisions of this Article shall not apply.
- i) The Parties will as a result of changing conditions meet to discuss selection of an alternate course of action prior to the expiration of the specified period.

#### **Section 7. Job Posting and Bidding**

- a) In the event a new job is opened or a vacancy occurs in an existing job, the available jobs shall be posted within both Berks County facilities for two (2) working days and bids must be entered within said posting period. Openings will be filled from this bidder list for twenty-five (25) working days unless the vacancy must be filled with a new hire in which case, the opening will be filled within sixty-five (65) calendar days. The notice must contain the following information:
1. Date of posting of notice
  2. Plant location
  3. Number of vacancies
  4. Department

5. Shift
6. Job classification
7. Rate of pay
8. Place to file bid
9. Date and hour of posting notice
10. Shift where training will be conducted, if other than the shift of the posted vacancy.

If the most senior bidder is already assigned to the posted vacancy, the Company will also assign the next most senior qualified bidder.

- b) The general grievance committee person(s) will receive a copy of the notice when it is posted. The successful bidders will be notified to sign the bid within five (5) working days. The Company may request an extension of this notification period. Such extensions will not be arbitrarily or unreasonably denied.
- c) The employee bidding on the job with the most Seniority shall be given preference provided he is potentially qualified and is physically capable of performing the work involved. Employees on medical leave who have a certification for return to work within seven (7) days will be allowed to bid on a job. Employees on personal leaves of absence who are scheduled to return to work within seven (7) days will be permitted to bid on a job. Otherwise, employees on a leave of absence will not be permitted to bid on a job.

When an employee is prevented from bidding for any reason for six (6) months, he shall be eligible to bid on a posted job prior to the Company filling the vacancy from outside the bargaining unit.

- d) An employee who bids and accepts the job shall not be permitted to bid again for a period of six (6) months from the date he signs the bid. An employee who bids on a job, from which he is subsequently displaced prior to the expiration of the six (6) month period by reasons of reduction in force or medical bump, may bid again.
- e) An employee who bids and accepts the job, but withdraws his bid before being transferred to the job, on which he bid, shall not be permitted to bid again for a period of twelve (12) months from the date of withdrawal.
- f) An employee who is accepted shall be transferred to the posted job within twenty (20) working days and shall be paid the rate of pay of the job. In the event the Company fails to release the bidder within the twenty (20) working day period, beginning with the twenty-first (21<sup>st</sup>) working day, he shall be paid at his average hourly rate or the rate of the job, whichever is higher. If an employee fails to perform satisfactorily after having worked on the posted job for ten (10) days he shall be returned to his former job. The trial period may be extended by mutual agreement between the Company and the General Grievance Committee. It is understood that the employee may request and shall be returned to his former job during any trial period. An employee who requests to return to his former job within the trial period or who fails to perform satisfactorily and is returned to his former job by the Company will not be permitted to bid for a period of six (6) months from the date he returns to the job from which he bid. An employee who bids and accepts a job classification which he held previously, but requests to return to his former job classification, will not be permitted to bid again for a period of twelve (12) months from the date he returns to the job classification from which he bid. An employee who requests to return to his former job for a second time in a one (1) year period will not be permitted to

bid for a period of twelve (12) months. An employee who requests to return to his former job more than two (2) times in an eighteen (18) month period will not be permitted to bid for a period of twenty-four (24) months. An employee, who wins the bid for a job and refuses the bid more than three (3) times within a twelve (12) month period, will be restricted from bidding for twelve (12) months. The restriction begins on the employee's last date of refusal.

- g) In cases where it becomes apparent prior to the expiration of the ten (10) days trial period that the employee is not qualified the Company may return the employee to his former job prior to the expiration of the ten (10) days period. Such employee will not be permitted to bid for a period of six (6) months from the date he is returned to the job from which he bid.
- h) If an employee fails to qualify on the job which has been posted, or requests that he be returned to his former job, the Company shall not be required to post the job again, but may fill the job opening in the following order of preference provided 25 working days have not elapsed from the time the bidding period ended:
  - 1. From the original bidders' list.
  - 2. From the sources outside of the bargaining unit.
- i) In the event the Company cannot fill a job vacancy with a qualified employee from within the bargaining unit, or a qualified individual from outside the bargaining unit, it may elect to fill such a vacancy with the most senior bidder although such employee may not be fully qualified to fill the posted job.
- j) In the event the Company elects to fill a vacancy in the manner set forth in (i), it will provide normal on-the-job training and instruction to assist the employee to qualify for the vacancy.
- k) An employee who cannot fully satisfy the requirements of the job vacancy will maintain his original labor grade but not less than three (3) grades below the posted job. Such employee will be advanced one (1) labor grade according to the following training schedule:

<b>Labor Grade</b>	<b>Training Period for Advancement</b>
10	60 days worked
11 and 12	90 days worked
13 to 15	120 days worked

- l) An employee who is accepted under the provisions of (i) through (k) and who fails to perform satisfactorily during any training and instruction period shall be returned to his former job. It is understood that the employee may request and shall be returned to his former job during such period. An employee who requests to return to his former job during any training and instruction period or who fails to perform satisfactorily and is returned to his former job by the Company will not be permitted to bid into any job involving training for a period of twelve (12) months from the date he returns to the job from which he bid. Such period will be reduced to six (6) months for any job for which he qualifies.
- m) In cases where it becomes apparent prior to the completion of any training and instruction period that the employee cannot achieve the expected progress, the Company may return the employee to his former job prior to the completion of the training and instruction period.

Such employee will not be permitted to bid into any job involving training for a period of twelve (12) months from the date he is returned to the job from which he bid. Such period will be reduced to six (6) months for any job for which he qualifies.

- n) Any employee who bids on a job and is transferred to such job will receive the necessary information required to perform the job.
- o) The Company will make available to the Union copies of bid slips and disposition of bids.
- p) The Company will refrain from posting jobs during the scheduled vacation periods except in extreme emergencies.

### **Section 8. Formality Bidding**

- a) In the event a permanent job is changed by the Company so as to affect the method of pay, department, classification, plant, or otherwise affect the status of employees assigned to such jobs, the affected employees will be given an opportunity to exercise a formality bid to the new or changed job, except if the parties agree that the change is minor and will not significantly affect the employees, the provisions of this Section will not apply. In cases where a mutual agreement cannot be reached, a formality bid must be implemented. The most senior employees exercising formality bids will be given preference.
- b) The provisions of Section 7 of this Article will not apply for formality bids.
- c) In the event that all positions within a classification are eliminated by a change, employees electing not to exercise a formality bid will be considered to be in layoff status.
- d) If an employee fails to perform satisfactorily after having worked on the job for ten (10) days he shall be returned to his former job. The trial period may be extended by mutual agreement between Company and General Grievance Committee. It is understood that the employee may request and shall be returned to his former job during any trial period.
- e) Employees who sign and accept a formality bid but have insufficient seniority to move into the new position will not have the right to bump other employees unless their present position is eliminated. These employees will remain in their present job classification and will retain recall rights to the formality bid.

It is understood that an employee who has bumped into the affected classification shall retain recall rights to his permanent job. It is also understood that any employee accepting a formality bid must move into this position within six (6) months from signing the bid. If this timeframe is exceeded, the formality bid will be cancelled and no recalls will be charged.

### **Section 9. Job Offers**

- a) A job offer is a vacancy which results from a plant-wide posting for which there are no requests and no successful bidders and for which posting notices have been sent to all employees on layoff.
- b) In the event the Company elects to fill the vacancy by a job offer, the Company shall offer the job to the most senior interested employee who can perform the available work without training.

- c) If the Company decides to train a laid off employee due to the unavailability of an employee as described in (b) above, the Parties shall meet to discuss the selection of the employee to be trained.
- d) An employee who accepts a job offer and is subsequently bumped or laid off will assume the status he had prior to accepting the job offer.

**Section 10. Company Convenience Transfers**

- a) A temporary vacancy is defined as a vacancy existing for fifty (50) days worked or less. Pending the filling of a temporary or permanent vacancy, the Company shall have the right to fill such vacancy by a temporary transfer. Temporary vacancies caused by routine absences such as illness, leaves of absence, vacations, etc. will not be counted toward the fifty (50) day transfer limit.
- b) Such transfers shall involve any qualified employees unless more senior qualified employees are available and have expressed desires to do the work. In the event there are no qualified employees available, there shall be mutual agreement of the Parties as to the selection of the employee to be transferred.
- c) No employee shall be permitted to accept such transfers for more than fifty (50) days worked in a calendar year. The Parties will review the status of the transfer after twenty-five (25) days worked. If a determination is made that a permanent vacancy exists, the permanent vacancy will be posted in accordance with the provisions of Article XVII, Section 7.
- d) Employees transferred under the foregoing provisions shall be paid the greater of their earnings on the job to which transferred or their prior average hourly rate based on the month preceding the month in which the transfer occurs.
- e) Employees transferred under the foregoing provision shall receive in addition to their average hourly rate, any general wage increase on the date such increase becomes effective.
- f) Whenever an employee is involved in the development of a new or revised manufacturing process under the guidance of an engineering group, such employee shall be paid his regular hourly rate for all hours spent in the development of such process.
- g) The fifty (50) day limit in (a) and (c) above may be extended by mutual agreement of the parties.

**Section 11. Temporary Job Offers**

- a) In the event the Company elects to fill a temporary vacancy by a temporary job offer, the most senior interested employee on layoff who can perform the job without training shall be offered the vacancy.
- b) If the Company decides to train a laid off employee due to the unavailability of an employee as described in (a) above, the Parties shall meet to discuss the selection of the employee to be trained.
- c) An employee who accepts a temporary job offer and is subsequently bumped or laid off will assume the status he had prior to accepting the temporary job offer.

## **Section 12. Disqualifications for Incapacitation and Ability Limitations**

- a) Any employee who disqualifies himself from any portion of a job classification for medical reasons must leave the classification and shall be placed by the Company into another job classification where he can work with his medical limitations. Such job assignment shall be to the employee's current shift, unless prevented by the medical restriction. The employee shall not be permitted to bid for one year. After one year the medical disqualification may be reviewed by the employee's and the Company's doctor.

Any employee who disqualifies himself from any portion of any job classification for limitations of ability shall not be afforded an opportunity to bump under the provisions of Section 3. Such employee shall be placed by the Company into another job.

- b) In the event such disqualification is for medical reasons, the disability must be certified by a physician of the employee's choice in writing on the appropriate form available in the Human Resources Office and verified by a physician of the Company's choice. In the event of conflicting opinions, a third physician, recommended by the employee's and Company's physicians, will render an opinion which will supersede all other opinions.
- c) An employee who is placed under this Section will establish recall rights to the department, job classification, and shift to which he is placed.

If the Company, in an effort to comply with the requirements of the Americans with Disabilities Act in making reasonable accommodations to a qualified employee, would affect the contractual rights of other bargaining unit employees, they shall first meet with the Union to negotiate a mutual agreement in order to minimize those effects.

Should the parties fail to agree as to the reasonableness of the Company's action, the dispute shall be subject to the grievance procedure in the third step.

## **Section 13. Temporary Medical Accommodations**

In the event an employee has a temporary medical restriction, every effort will be made to accommodate the employee for up to 90 days within his regularly assigned job classification or into another job classification within the Bargaining Unit provided no other employee has recall rights to such job. If an employee cannot be accommodated within the bargaining unit, the Company will attempt to accommodate the employee outside of the bargaining unit. If the employee is temporarily assigned to a non-bargaining unit position, he will be paid at the rate of his currently assigned bargaining unit position.

## **Section 14. Temporary Job Posting**

- a) In the event an employee is absent due to an illness, accident, leave of absence, grand jury duty, vacations, or other agreed upon reasons for an extended period, the Company may elect to fill such vacancy by posting as provided for in Section 7. An employee who bids and is accepted to fill such vacancy will do so for the duration of the extended absence of the permanent employee only. Upon the return of the permanent employee, the temporary employee will return to the department, job classification, and shift from which he bid.

Temporary bidders are also subject to the following:

1. Temporary bidders have recall rights to their temporary job for the duration of their temporary job only, at which time they must be recalled to their former (incumbent) job.
  2. Temporary bidders must return to their former (incumbent) jobs if laid off from their temporary job.
  3. In the event that recalls are necessary, employees with permanent recall rights are recalled in seniority order before temporary employees. In the event of layoffs, temporary bidders are laid off before permanent employees.
  4. The acceptance of a temporary bid cannot be withdrawn.
  5. Bidding rights for temporary bidders are frozen for the duration of the temporary bid or for six (6) months, whichever is shorter.
- b) The jobs of employees who bid on temporary vacancies may also be posted on a temporary basis.
- c) In the event a permanent vacancy occurs within this classification, the vacancy shall be posted. If the successful temporary bidder is still working in the classification he shall be permitted to bid on the permanent posting.
- d) There is no intent on the part of either of the Parties to impose temporary job posting as the primary or exclusive procedure for filling jobs of incapacitated employees. Such decision is the exclusive right of the Company.

#### **Section 15. Exceptions**

- a) In determining the status of two (2) or more employees who have equal seniority, a one-time drawing of lots shall be the determining factor. This drawing shall take place in the Plant in the presence of a Human Resources representative and a Grievance Committee person on the date of hire.
- b) In case of an emergency such as lack of power, gas, water, fire, acts of God, or other emergency conditions, the Company will be granted an exception to the seniority provisions of this Agreement for the duration of the emergency.
- c)
1. The Grievance Committee members shall have seniority over all employees.
  2. The Unit President and Shop Stewards shall have seniority over all other employees.
  3. It is agreed that in the application of the above, seniority provisions, Union officials shall retain their regular shift.
  4. It is also agreed that the application of the above seniority provisions are contingent upon the Union officials being able to perform the requirements of the job.
- d) In the event a Shop Steward serves more than one (1) department he shall have seniority only in the department to which he is permanently assigned.

## **Section 16. Miscellaneous Seniority Provisions**

- a) In the matter of layoffs, recalls, or bumping: a general grievance committee person will be called to the department involved for the purpose of discussing employee movements. If disagreement occurs, such disagreement will become the subject of a grievance at the Second Step. However, if after an agreement has been reached on the basis of seniority records being correct, they are found to be in error, causing a mistake to be made, the mistake will be corrected and the Company will be liable for retroactive pay.
- b) It is understood that when the status of an employee is changed, such as shift or job, due to the application of seniority as a result of layoff within a department, such employees must be returned to their original status and the provisions of Article VI shall not apply.
- c) All employees must follow the official policies and procedures in conformance with the Berks county facilities' Facilities Quality System and the U.S. Food and Drug Administration's Good Manufacturing Practice for Medical Devices (21CFR820).
- d) The Company will provide the Union with copies of temporary transfers.
- e) Job offers for non-production work will be rotated by seniority.

## **Section 17. Secondary Recall**

- a) Any employee who is laid off due to lack of work or who is bumped by another employee may be recalled to any job classification on any shift where such job opening has been posted and has not been filled by a potentially qualified bidder.
- b) Such recall may be effective not sooner than five (5) working days following the date of layoff or bump.
- c) Recall to the original department, job classification and shift supersedes all other recalls.
- d) In the event an employee is recalled on a secondary basis to a shift which creates an individual hardship, such hardship may be brought to the attention of the Company by the Union.
- e) An employee who refuses a secondary recall, or does not exercise his right to bump within five (5) working days after receiving a certified letter notifying him of a secondary recall, will have his seniority terminated in accordance with the provisions of Section 1(b)4 of this Article.
- f) The Company will provide to the Union copies of all secondary recall job postings and the names of the affected employees.

## **Section 18. Home Bases**

The Company has the right to establish or discontinue home bases in a department and job classification. Home bases are specific job assignments in a department and job classification to which employees are assigned on a continuing basis.

# **ARTICLE XVIII – GRIEVANCE PROCEDURE**

## **Section 1. Statement of Intent**

The practice of discussion between employee and supervisor concerning operational problems arising in the plant will continue.

## **Section 2. Determination of Steps**

Should any difference arise between the Parties as to the meaning and application of any of the provisions of this Agreement relating to rates of pay, wages, hours, and other conditions of employment for employees bound by this Agreement, there shall be no suspension of work or interference with production because of such differences but an earnest effort shall be made to settle such differences immediately in the following manner:

**STEP 1.** The aggrieved employee, with his Union Representative, shall within five (5) working days from the day he knew or could have known of the occurrence of the problem to present his grievance to his supervisor in writing and receive an answer in writing to said grievance not later than five (5) working days following the end of the shift during which the grievance was presented.

**STEP 2.** Grievances not disposed of under Step 1 shall be reduced to writing and appealed to Step 2 within ten (10) working days of the receipt of the Step 1 response. The Second Step meeting shall be held within ten (10) working days of the request for such meeting and shall be between the Chairperson of the Grievance Committee and such other members of the bargaining unit as he may deem necessary, and representatives of the Company who have authority to make final decisions on grievances. It is required that the Company furnish a written answer under this Step within ten (10) working days after the date of the Second Step Meeting. The Union must within ten (10) working days after receipt of the Company's answer notify the Company in writing whether or not the grievance will be processed to Step 3.

**STEP 3.** The Third Step Meeting shall be between an International Union Representative, the Chairperson of the Grievance Committee and such other members of the bargaining unit as they may deem necessary and representatives of the Company who have authority to make final decisions on grievances. This meeting shall be held within ten (10) working days after the date the Company is notified of the Union's intention to proceed to Step 3 or is extended by mutual agreement.

The Company is required to furnish a written answer under this Step within ten (10) working days after the date of the meeting.

The Union must then, within ten (10) working days from receipt of the Company's answer, notify the Company in writing whether or not the grievance will be processed through Arbitration.

**STEP 4.** Any difference, disputes, claims or grievance cases arising out of or relating to this Agreement which have not been satisfactorily settled in accordance with the foregoing procedure shall be submitted to Arbitration.

The Parties shall attempt to select a mutually satisfactory Arbitrator. If unable to do so, the Arbitrator shall be selected by the Parties from a list submitted by the American Arbitration Association in accordance with its rules; provided that, in any case involving an industrial engineering question, or similar technical differences, the list submitted by the American Arbitration Association shall be limited to qualified industrial engineers or qualified technical personnel.

The salary and expenses incidental to the services of the Arbitrator shall be divided between the Parties.

The Arbitrator shall not have jurisdiction or authority to add to or to detract from or alter in any way the provisions of this Agreement or any written amendments thereto.

The award of the Arbitrator on any matter which shall have been submitted in accordance with the provisions of this Agreement shall be final and binding upon the Company and the Union.

When the awards are made on any matter submitted, the Party against whom the award is rendered shall furnish to the other Party within fifteen (15) working days after the award has been made, proof of its intention to comply.

### **Section 3. Stewards and General Grievance Committeepersons**

- a) Stewards shall be designated by the Union Unit. The total number shall not exceed one (1) steward per fifty (50) actively employed bargaining unit members. The steward employee ratio will be reviewed quarterly and adjusted and reapportioned within one (1) month thereafter in accordance with the ratio herein above set forth.
- b) The Union will designate five (5) general grievance committeepersons including one (1) grievance committee chairperson.
- c) All stewards and general grievance committeepersons will be permitted such time off from their jobs as required to perform appropriate Union activities. Stewards and general grievance committeepersons must notify their supervisors when leaving their jobs when engaged in Union business both within and without the department.
- d) The Company shall pay all departmental stewards and the CWS Job Evaluation Chairperson up to ten (10) hours per month for time lost in the performance of appropriate Union activities. The Company shall pay the Unit Secretary up to five (5) hours per month for lost time in the performance of appropriate Union activities.
- e) The Company shall pay one (1) safety steward up to five (5) hours per month for time lost in the performance of safety and health related activities.
- f) The Company shall pay the President, the Chairperson of the Grievance Committee, and four (4) General Grievance Committeepersons up to fifty (50) individual hours each per month at their individual average hourly rate for time lost

from their jobs in the performance of appropriate Union activities. If an eligible individual does not exhaust his/her Union time allowed under this paragraph in any month during the term of this Agreement, the remaining time will be available for use during that month for time lost in the performance of appropriate Union activities by other individuals eligible for Union time under this paragraph (f). The Company agrees that all unused monthly Union time hours during the term of this Agreement may be accumulated and applied to the 2015 negotiations. Such accumulation of hours will be reviewed by the Parties from time to time to ensure agreement on the total to be applied. The parties acknowledge that the Company shall not be required to compensate employees for any Union time other than that which is required under this Section 3 of the Agreement.

- g) The Union shall notify the Company of its respective officers and stewards.
- h) The procedure under this Article is available to the International Union and the Company for the presentation and settlement of grievances arising under the terms of this Agreement. Such cases shall be presented under Step 3 of the grievance procedure.
- i) In the event two (2) or more employees are involved in a single difference or dispute, a Union Representative may file a grievance on behalf of such employees.
- j) Failure to observe time limits in the handling of a grievance will resolve the grievance in favor of the other party unless such time limits are extended by mutual agreement.

## **ARTICLE XIX – WORK BY PERSONS OUTSIDE OF THE BARGAINING UNIT**

Persons who are employees of the Company and whose regular jobs are not in the bargaining unit will not work on any jobs covered by the provisions of this Agreement except:

- a) For purposes of instruction.
- b) Performing experimental work of a duration necessary for developing products and/or processes for release to production of a significant volume. Such duration shall not exceed ninety (90) days. This time limit may be extended by mutual agreement of the Parties. The Company agrees to provide upon request updates to the Union on the status of active developmental programs.
- c) In emergencies when regular employees are not available.
- d) Correcting situations that are beyond the capabilities of employees in the unit such as operating and processing problems, quality problems, correcting malfunctions, and the like.
- e) After making conscientious efforts to replace absent employees with employees from the bargaining unit in accordance with the transfer provisions of this Agreement, performing the work of such absent employees.

## ARTICLE XX – GROUP INSURANCE BENEFITS

Except as set forth herein, the Company will make group insurance coverages available to bargaining unit employees on the same terms (including benefits, deductibles, co-pays and contributions toward monthly premiums) as are available to the Company's non-bargaining unit employees at its facilities in Berks County, Pennsylvania. The terms applicable to such coverages shall be set forth in and governed by the plan documents as they may be amended from time to time by the Company. Any dispute relating to a denial of benefits or coverage shall be resolved in accordance with the terms and processes set forth in the applicable plan documents, and shall not be subject to the grievance and arbitration procedure established in this Agreement. Enrollment in such coverages will be at the election of the employee.

Insurance benefits in 2017 and 2018 will be subject to the terms of Article XX, and the following:

Coverage will be offered at the following tiers:

- Employee
- Employee + Spouse
- Employee + Children
- Employee + Family

For each of these tiers, if there is no plan available that would provide less than an \$11 per week increase in the employee premium share compared to plans offered at that tier during the prior year, the Union will have the right to reopen this Agreement for the purpose of negotiating over the cost increase for that tier.

Employees who were employed as of December 31, 2012 may be eligible for those pension benefits outlined in Exhibit C. Such eligibility will be determined in accordance with Exhibit C and the terms of the applicable plan documents for the Teleflex Incorporated Retirement Income Plan.

## ARTICLE XXI – TERM OF AGREEMENT

This Agreement shall be effective as of September 21, 2015. This Agreement shall continue in full force and effect from the date of its execution to September 23, 2018, thereafter from year to year unless prior to the expiration of the original term, or any subsequent yearly term, sixty (60) days written notice is given by one party to the other of a desire to modify or amend, or cancel the same.

If neither party gives notice of a desire to terminate this Agreement, but either party gives notice of an intention to modify or change the terms of this Agreement, this Agreement shall remain in full force and effect during the negotiation of such changes or until terminated.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper representatives thereunto duly authorized, the day and year first written above.

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC

Leo W. Gerard, International President  
Stan Johnson, International Secretary/Treasurer  
Thomas M. Conway, International Vice President, Administration  
Fred Redmond, International Vice President, Human Affairs  
Bobby (Mac) McAuliffe, Director USW District 10  
Jack R. Costa, USW Staff Representative, District 10  
Joseph W. Roskoski, President, Local 6996-21  
Troy A. Henne, Chairperson, Grievance Committee  
Lawrence J. McFadden, Co-chairperson, Grievance Committee  
Carol A. Price, Grievance Committee person  
Glen Haldeman, Grievance Committee person  
Randall L. Johnson, Grievance Committee person

#### TELEFLEX INCORPORATED

Scott Etlinger, Vice President, Strategic Manufacturing  
James Doney, Plant Manager  
Michael J. Knowles, Manufacturing Manager  
Deanna Glose, Director, Human Resources-Operations  
Kathryn Maydosz, Human Resources Manager

#### LETTERS OF INTENT

- I. In deciding to sub-contract work normally and traditionally done by employees within the bargaining unit, it is the intention of the Company to give due consideration to available skills, available equipment and tooling, schedules and cost of performance.
- II. The standards of apprenticeship for each trade incorporated in the Company's Apprentice Training Program shall be considered a part of this Agreement and subject to all the provisions thereof.
- III. The Company and Union agree that it is in their mutual interest to insure that only employees with the demonstrated potential be selected for key mechanical positions. Accordingly, it is the intent of the Parties to develop a testing approach which will be used to determine an applicant's/employee's mechanical aptitude and consequently potential for success in key mechanical positions. Both job bidders and employees bumping into any set-up, apprentice or skilled trades position who have not had previous experience in the mechanical position they are bidding or bumping into which can be verified or documented by the Company's records will be tested. The qualified most senior bidder or bumping employee will be offered the position. Existing set-up persons, apprentices, etc. will be exempt from testing for their present positions or for the purpose of bidding or bumping into similar job classifications. Incumbents may volunteer to be tested in order to determine "baseline data" which will be used in establishing minimum acceptable scores. All tests will be validated through professional job analysis to insure that each test is job specific and relates to objective job performance expectations for each position.

IV. Employees who work in classifications that are split between the plants shall have the right to request a posted vacancy within their department, shift, and classification in the other plant. The remaining vacancy shall be filled by the senior bidder.

The affected classifications are:

- 2012 – Tool and Die, Dept. 312
- 0940 – Material Handler, Shipping & Receiving, Dept. 369
- 1081 – Final Inspector, Medical Products, Dept. 388
- 2018 – Electro-Mechanical, Maintenance, Dept. 326
- 2016 – Electrician, Dept. 326
- 0917 – Maintenance Utility, Dept. 326

V. Training & Reassignment Opportunities

The Parties recognize that it is in the long term interest of the Company to provide employees with opportunities to be trained on their job functions to the fullest extent that is consistent with the needs of the business and the efficiency of the operation. In view of that interest the Parties have reached the following understandings:

1) In each of these job classifications the Company has designated the following jobs to be available for training and reassignment opportunities:

DEPT.	JOB TITLE	JOB CLASS
357	Component Parts Maker & Assembler	0692
357	Helper – Extruder Machines	0740
357	Utility Person & Component Parts Washer	0792
357	Setup and Operate Medical Devices	1392
357	Setup and Operate Extruder	1440
357	Lead Extruder	1640
369	Material Handler, Shipping & Receiving	0940
388	Final Inspector, Medical Products	1081

2) The following job classifications will be excluded from training and reassignment opportunities:

DEPT.	JOB TITLE	JOB CLASS
312	All job classes and job titles	
326	All job classes and job titles	
326	Company Store	1288
326	Tool Crib / Tool & Die Maker	2019
326	Machinist	2019

Training and reassignment opportunities as described in (1) above will be subject to the following conditions:

- a) In order to be eligible, an employee must have a minimum of six (6) months service.
- b) All requests will be limited to employee's current job class.

- c) All requests for training and reassignment must be submitted in writing on a form supplied by the Company.
- d) An employee can request a reassignment/training opportunity once every six (6) months.
- e) The Company will reassign or begin training the employee as soon as practical.
- f) An employee will be required to remain in new job duties until reassigned by the supervisor. Nothing in this understanding should be construed as restricting the supervisor's right of assignment.
- g) The Company reserves the right to move an employee out of a new assignment at any time. If this happens, the employee will be permitted to apply for another assignment within the same six (6) month period.

(3) This Letter of Intent will be renewed effective September 21, 2015 and will be considered as an addendum to the existing Collective Bargaining Agreement which expires on September 23, 2018.

(4) In those cases where more than one (1) employee is working on the same assignment within the same job class, seniority will be given consideration in determining which employee will be moved out of that assignment.

VI. Class III Medical Device Manufacturing If during the term of this Agreement the Company decides to engage in Class III medical device manufacturing at either or both of the Berks county facilities, the parties agree to meet and negotiate the requirements for these positions.

VII. Payroll Errors Whenever a payroll error results in an employee being underpaid by an amount of fifty dollars (\$50.00) or greater, the Company will give the employee the owed monies in the form of a check on the day that the adjustment checks are produced.

#### VIII. Pay for Performance

During the course of this contract, it is the expectation that the company and the union will move towards pay for performance based upon meeting clearly defined and achievable goals that have been agreed by both parties.

The company believes that it is in the best interest of the union and the company to partner with the employees in implementing new work methods, processes and means of manufacturing. It is also believed that positive reinforcement of behaviors is most effective.

In an effort to recognize such performance, the company and the union will work together to structure a "pay for performance" system. The system is divided into 2 sections – individual and group performance. In this manner, personnel that are performing additional duties will receive a premium on their hourly rate during the times that they are performing those duties.

## INDIVIDUAL PERFORMANCE RECOGNITION PROGRAM

The following tasks are considered areas where individuals will be compensated at the stated premium above their base rate. If there is a dispute over who should receive the premium, the senior most qualified employee will be chosen.

- Shift Trainers –
  - ◊ \$0.50/hr above base rate for time spent supporting training of other employees – either for new or transferred employees or for review of process changes
- Participation in key projects (such as lean initiatives) focused on continuous improvement
  - ◊ \$0.25/hr above base rate for time spent on lean training, \$0.50/hr above base rate for participation in improvement teams and Kaizen events and training of other employees on team activities.
- Participation in development activities –
  - ◊ Teaming with engineering in new product introductions and working with other plants on process activities. \$1.00 per hour above base rate will be paid for hours in which personnel are helping in the development of new products or manufacturing processes. This premium is based upon input from the engineering personnel as to the support provided by the employee. This is not intended to be paid for time running experimental orders unless the employee is helping in determining process parameters. Also, in the event that a product is in the process of being transferred to another facility, or another facility is having a problem with a similar process, any time spent in support of these tasks will be recognized.

## EXHIBIT A - APPLICABLE HOURLY RATES (EXCLUDING COLA)

### APPLICABLE HOURLY RATES (EXCLUDING COLA)

Labor Grade	9/21/15
1	19.62
2	19.78
3	19.93
4	20.08
5	20.24
6	20.40
7	20.54
8	20.70
9	20.86
10	21.02
11	21.22
12	21.43
13	21.64

14	21.93
15	22.21
16	22.50
17	22.79
18	23.07
19	23.36
20	23.64

## **APPRENTICE HOURLY RATES**

	<u>New Hires</u>	<u>Transfers</u>
Start	17.34	19.62
1,000 Hours	17.81	19.93
2,000 Hours	18.29	20.24
3,000 Hours	18.76	20.54
4,000 Hours	19.24	20.86
5,000 Hours	19.77	21.22
6,000 Hours	20.36	21.64
7,000 Hours	21.55	22.21
8,000 Hours	23.05	23.07
10,000 Hours	23.62	23.64

## **EXHIBIT B**

### **ITEM 1. LIFE INSURANCE**

The Company will provide life insurance to bargaining unit employees subject to the following terms:

- a) Life insurance for each employee on a non-contributory shall be defined as 1 and one half (1 ½) times the yearly base pay (up to a maximum of \$100,000) at the time of their death.
- b) AD&D insurance for each employee on a non-contributory basis with a maximum death benefit defined as 1 and one-half (1 ½) times the yearly base pay (up to a maximum of \$100,000 at the time of their death.
- c) An individual on Disability Retirement may draw from his life insurance an amount not to exceed two hundred fifty dollars (\$250.00) per month to a maximum of ten thousand dollars (\$10,000.00) with the balance left as a death benefit.
- d) Life insurance benefits will be reduced by 50% at the time of the employee's retirement. This reduced amount will remain in force for the employee's lifetime.
- e) It is expressly understood that the Company reserves the right to select the carrier (s) to provide the above benefits.

## **ITEM 2. OTHER INSURANCE BENEFITS**

As set forth in Article XX, the Company will make group insurance coverages available to bargaining unit employees on the same terms (including benefits, deductibles, co-pays and contributions toward monthly premiums) as are available to the Company's non-bargaining unit employees at its facilities in **Berks County Pennsylvania**, as such coverage may be amended from time to time by the Company. Without limiting the Company's right to modify such coverages and benefits, and acknowledging that all such benefits will be governed solely by the applicable plan documents, the following is a list of the benefits presently provided to non-bargaining unit employees:

### 1. Short-Term Disability

Elimination Period – Injury 6<sup>th</sup> business day (Benefits retro to 1<sup>st</sup> day)

Elimination Period – Sickness 6<sup>th</sup> business day (Benefits retro to 1<sup>st</sup> day)

Percent of Earnings Paid During Disability - 100% first 4 weeks; 66 2/3% remaining weeks

Maximum Benefit Duration – Injury 26 weeks

Maximum benefit Duration – Sickness 26 weeks

### 2. Long- Term Disability

Elimination Period - 180 days

Percent of Earnings Paid During Disability - 60% with max of \$20k per month

Maximum Benefit Duration - 18 months

### 3. Health Coverage

The Company presently offers the Vitality 600 and Vitality HSA health insurance plans. The specifics of these plans are explained in the applicable plan documents.

### 4. Dental Coverage

The Company presently offers the Vitality Plus dental plan. The specifics of this plan are explained in the applicable plan documents.

### 5. Vision Coverage

The Company presently offers the Davis Vision Plan. The specifics of this plan are explained in the applicable plan documents.

### 6. Eligible Dependent Coverage.

The Company agrees to provide coverage for the Employee's lawful spouse and unmarried children in accordance with federal law.

### ITEM 3. SEVERANCE

In the event that the Company announces its intention to permanently close the Reading manufacturing facility, the following will apply:

- a) Article XVII, Section 1 concerning recall rights will immediately cease application, both in regard to active and laid off employees.
- b) Article VIII, Section 8 of this Agreement will immediately cease application, and no payments will be required under that provision following the announcement.
- c) Eligible employees who are actively working at the time of the announcement, who are separated from the Company due to the closure and remain with the Company until released, shall receive one week of severance pay for each complete year of service, up to a maximum of twenty (20) weeks. Such severance pay will be conditioned upon execution of a full release of claims in a form to be determined by the Company.
- d) Eligible employees who are six (6) months or less from their next anniversary date will have their completed years of service rounded up to the next year.
- e) Eligible employees shall be paid forty (40) times their regular, straight-time hourly rate for each week of severance.
- f) Eligible employees will continue to receive the health, vision and dental coverage that they have in effect at the time of their permanent layoff (subject to all applicable contributions, deductibles, co-pays and other terms and conditions) for the term of their severance pay, through the end of the month in which their severance pay ends.
- g) For purposes of this Section, employees on short or long-term disability will be considered "actively working."
- h) Employees on lay off at the time of the announcement will receive severance under (c) above, only if they still have recall rights on the date that the plant actually closes. Such employees will not receive extended health, vision, and dental coverage under (f).

### ITEM 4. RETIRED EMPLOYEES

**Medicare** – The Company will pay twenty-three dollars (\$23.00) per month (paid quarterly) of the retiree's contribution to Medicare Part B. When hospitalized the Company will pay seventy-five dollars (\$75.00) towards the Medicare Part A deductible.

**Medical Expense Benefits for Early Retirees** – Employees who retire early may carry medical expense coverage for themselves or their eligible dependents on a contributory basis.

**Medical Insurance for Retirees Age 65 and Above** – The Company will arrange for a third party insurer to offer retirees the option to purchase Medicare supplemental insurance for themselves and eligible dependents.

### EXHIBIT C **PENSION AGREEMENT**

The Parties agree that all future benefit accruals for bargaining unit employees under the Teleflex Incorporated Retirement Income Plan (the "Pension Plan") shall cease at the close of business on December 31, 2012.

*Newly  
Negotiated*

1. Retirement Allowance. Effective September 1, 2006, \$36.00 per month for each year of continuous service. Years of continuous service will not increase after close of business on December 31, 2012. Employees with ten (10) or more years of service may retire at the age of sixty (60) or older without incurring an actuarial reduction to their pension and may receive an \$850.00 monthly supplement with a floating 24 month period beginning no earlier than age 60 and continuing no later than attainment of 80% social security benefits.
2. The Pension Plan will be amended when necessary to comply with the provisions of the Employee Retirement Income and Security Act of 1974.
3. Actuarial Table for Early Retirement. The Actuarial Table for determining early retirement benefits is as follows:

<u>Age at Start of Pension</u>	<u>Actuarial Table</u>
65	100.0%
64	100.0%
63	100.0%
62	100.0%
61	100.0%
60	100.0%
59	85.0%
58	82.0%
57	79.0%
56	75.0%
55	71.0%

If any difference shall arise between the Company and any participant's right to a pension or the amount of such pension, the dispute shall be subject to the provisions of Article XVIII, Grievance Procedure, beginning with Step 2.

If any difference shall arise between the Company and any person who shall be or claim to be a co-pensioner or a surviving spouse, as to such person's right to a benefit under this Agreement or the amount of such benefit, such dispute shall be subject to the provisions of Article XVIII, Grievance Procedure, beginning with Step 2.

The Company will supply each employee with a Summary Plan Description of the pension benefits within ninety (90) days of the signing of the Agreement.

The Company will supply an annual actuary report to the Staff Representative and a copy to the Local Union along with a list of the employees who have retired, the type of benefit and the amount of the benefit.

**THE FOLLOWING IS NOT A PART OF THE NEGOTIATED AGREEMENT BUT HAS BEEN INCLUDED IN THIS BOOKLET FOR INFORMATION PURPOSES:**

### **EMPLOYEE RESPONSIBILITIES**

**Teleflex Incorporated**

The interests of the Company and its employees are best served by teamwork and mutual understanding. These responsibilities are issued to clearly set forth the conduct expected of all employees and are subject to change from time to time by the Company. Employees are expected to conduct themselves in accordance with these responsibilities.

## **PERFORMANCE RESPONSIBILITIES**

- A. Behavior  
You are expected to:
  - Act in a responsible manner at all times.
  - Treat people and property with respect.
  
- B. Quality  
You are expected to:
  - Do the job right the first time.
  - Communicate concerns affecting quality.
  - Complete all paperwork in an accurate and timely manner.
  
- C. On the Job  
You are expected to:
  - Utilize time to promote maximum quality and productivity.
  - Perform in a spirit of cooperation, teamwork, and continuous improvement.
  - Report time and labor accurately.
  - Communicate with co-workers and supervisors on job-related issues.
  - Follow all other Company standards relating to such matters as attendance, good manufacturing practices, safe work practices, good housekeeping, smoking, etc.

Conduct not in conformance with the aforementioned responsibilities can result in discipline. The purpose of such discipline is to correct unacceptable conduct and in most cases this discipline will be progressive in nature.

## **SERIOUS OFFENSES**

The following conduct is totally unacceptable in the workplace and will subject the employee to immediate suspension and/or discharge.

- a) Physically or verbally threatening, intimidating, or abusing a customer, co-worker, supervisor, or visitor.
- b) Intentional damage to property belonging to the Company, its employees, customers, or visitors.
- c) Theft or misappropriation of property belonging to the Company or its employees, customers or visitors.
- d) Violation of the Company's Substance Abuse Policy.
- e) Insubordination, which is defined as refusal to obey a supervisor's instructions or willful disobedience when directed to perform work, unless the assignment is illegal or would endanger your safety or the safety of others.
- f) Possession of weapons on Company property.
- g) Flagrant disregard for safety, environment or security.
- h) Sleeping on the job.
- i) Falsification of any pay, time, business expense, or employment record.

- j) Encouraging, engaging in, or assisting others to engage in a work stoppage or slowdown.
- k) Leaving Company plant or premises during the work shift without prior permission or failure to return to work after an approved departure without an acceptable excuse.
- l) Unreported absences for three consecutive days or more.
- m) Tampering with, removing or otherwise by-passing machine safety guards without prior approval of supervision.

## ATTENDANCE RESPONSIBILITIES

In order to maintain the efficient operation of the plants, employees are expected to be regular and punctual in their attendance. Excessive absenteeism and tardiness will not be tolerated and corrective action will be taken when either are evident as determined by the Company.

- a) Unexcused absenteeism shall be defined as missing a scheduled day of work. – Working less than four (4) hours within an eight (8) hour shift. – Any other full day absence which is not specifically excused in (c) or (d) below.
- b) Tardiness shall be defined as working more than four (4) hours but less than an eight (8) hour shift.
- c) The following will be considered excused absences:
  1. Occupational injury or illness suffered within the plant.
  2. Illness or injury defined as a serious health condition under the Family & Medical Leave Act.
  3. Vacation days (requested in advance whenever possible).
- d) The following will also be considered excused absences when reasonable proof in the form of legal documents, letters on formal stationery, newspaper reports or similar documents is provided to the Company.
  1. Jury Duty
  2. Serving as a subpoenaed witness except where the employee is the defendant and found guilty of criminal charges, or the plaintiff in a civil court proceeding.
  3. Meeting the requirements of the Selective Service System.
  4. Death in the employee's family as defined in the Collective Bargaining Agreement.
  5. Any other excused time off that is provided for in the terms of the Collective Bargaining Agreement.
- e) Absences occurring on days of inclement weather will not normally be excused unless the Company grants amnesty for the shift and/or day.
- f) The following violations of attendance responsibilities will result in discipline:
  1. Failure to properly report an absence. When you are scheduled but unable to work you are required to report your absence prior to the start of your shift. You have this obligation on regular working days and on overtime days. The procedure for reporting your absence is to call the special number for this purpose which will be provided by the company. Instructions for the call off system will be provided by the company to all bargaining unit employees.

Failure to report your absence is a serious offense and can have the following consequences:

- a. Discipline for each day your absence is not reported, or
  - b. Termination of your seniority in the event your absence is unreported for three consecutive working days. This is a provision of Article XVII, Section 1, paragraph (b) Reason 5. of the Collective Bargaining Agreement.
2. Excessive Absence Excessive absence is defined as three occurrences within a six month rolling period. An occurrence is any of the following:

**Refer to Article IX, Behavior Improvement, Section 1 – Absenteeism**

3. Disciplinary *Action* Most disciplinary action will be progressive in nature. The steps of discipline are:

- Step 1 – Written Warning
- Step 2 – Written Warning
- Step 3 – Suspension without Pay
- Step 4 – Termination

**SAFETY AND HEALTH RESPONSIBILITIES**

Maintaining "Safety Awareness" requires that each employee act in a responsible manner. The safety responsibilities outlined below are written to insure that safety awareness is observed in every facet of the work environment and to protect each employee from injury.

1. Any employee who sustains a work-related injury is expected to report that injury immediately to the department supervisor. Employees in need of medical attention beyond our first-aid team members' capabilities due to a work-related injury are obligated to seek treatment with one of the designated health care providers set forth in our Health Care Provider Listing, for a period of ninety (90) days from the date of first treatment.

Reasonable efforts and accommodations will be made to return an employee to temporary modified duty in the event medical restrictions prohibit the employee from returning to his/her full job assignment.

2. Employees are expected to report any unsafe condition or hazard to a department supervisor.
3. Employees who fail to adhere to the following safety responsibilities and common safe work practices shall be subject to disciplinary actions as set forth in the unsafe work practice policy. Visitors who refuse to adhere to these practices shall be removed from the plant.
- Safety Eyewear – The Company has established a practice that requires the use of approved safety eyewear for employees and visitors in manufacturing related areas.
  - Hearing Protection – The Company has established a practice that requires the use of hearing protective devices for employees and visitors in designated high noise areas.
  - Other Specific Protective Devices – The Company has established practices that require other specific protective devices or work methods for unique worker exposures not listed. These practices will be thoroughly communicated to all affected employees and visitors prior to working and visiting in these areas.
4. Machine safety guards and devices are installed for the protection of employees and shall not be tampered with, removed or otherwise bypassed without proper authorization or approval from supervision. Never reach into a moving machine or part.
5. Never use defective tools or equipment – if they don't look right to you, call them to the immediate attention of your supervisor.
6. Horseplay or practical jokes of any kind shall not be tolerated and is strictly prohibited.

7. Neckties are not permitted to be worn in plant areas near operating machinery. Employees who wear ties as part of their normal dress are required to remove the tie, tuck it in, or wear a shop coat when working in these areas.
8. Dangling necklaces and dangling earrings, loose bracelets, and loose wristwatches are not permitted to be worn by employees assigned to work with or around moving machinery.
9. In the interest of safety, it is recommended that no rings be worn.

### **MISCELLANEOUS RESPONSIBILITIES**

1. The Company must be kept informed of the employee's current address and telephone number.
2. Employee use of an in-plant telephone must be with permission. Personal telephone calls to employees are prohibited. In case of emergency, calls shall be accepted by the Human Resources Department and relayed to the employee.
3. The Company reserves the right to examine packages, lunch boxes or containers as employees enter or leave the plant as well as to examine lockers.
4. Tools, gloves, or any other items charged out against an employee must be accounted for by the employee upon being so requested by the Company. Missing articles or mutilated tools shall be replaced and the employee so charged.
5. In-plant medical emergencies will be handled by trained personnel. Employees are to stay away from any area in which a medical emergency is taking place to allow authorized personnel to deal efficiently with the problem.
6. An employee must receive authorization from management to remove any Company property or equipment from Company premises.

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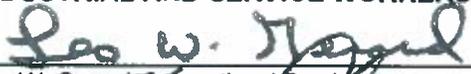
**ARTICLE XXI - TERM OF AGREEMENT**

This Agreement shall be effective as of September 21, 2015. This Agreement shall continue in full force and effect from the date of its execution to September 23, 2018, thereafter from year to year unless prior to the expiration of the original term, or any subsequent yearly term, sixty (60) days written notice is given by one party to the other of a desire to modify or amend, or cancel the same.

If neither party gives notice of a desire to terminate this Agreement, but either party gives notice of an intention to modify or change the terms of this Agreement, this Agreement shall remain in full force and effect during the negotiation of such changes or until terminated.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper representatives thereunto duly authorized, the day and year first written above.

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC**

  
\_\_\_\_\_  
Leo W. Corrado, International President

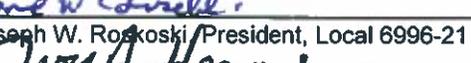
  
\_\_\_\_\_  
Stan Johnson, International Secretary/Treasurer

  
\_\_\_\_\_  
Thomas M. Schmitt, International Vice President, Administration

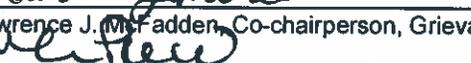
  
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Fred Redmond, International Vice President, Human Affairs

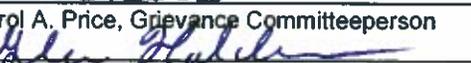
  
\_\_\_\_\_  
Bobby (Mac) McAuliffe, Director USW District 10

  
\_\_\_\_\_  
Jack R. Costa, USW Staff Representative, District 10

  
\_\_\_\_\_  
Joseph W. Rozkoski, President, Local 6996-21

  
\_\_\_\_\_  
Troy A. Henne, Chairperson, Grievance Committee

  
\_\_\_\_\_  
Lawrence J. McFadden, Co-chairperson, Grievance Committee

  
\_\_\_\_\_  
Carol A. Price, Grievance Committeeperson

  
\_\_\_\_\_  
Glen Haldeman, Grievance Committeeperson

  
\_\_\_\_\_  
Randall L. Johnson, Grievance Committeeperson

**TELEFLEX INCORPORATED**

  
\_\_\_\_\_  
Scott Etlinger, Vice President, Strategic Manufacturing

  
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James Doney, Plant Manager

  
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Michael J. Knowles, Manufacturing Manager

  
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Deanna Glose, Director, Human Resources-Operations

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