

K#9904

**AGREEMENT**

**Between**

**Atlas Galvanizing, LLC**

**And**

**Metal Polishers Conference, International Brotherhood of  
Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and  
Helpers, AFL-CIO, Local Lodge M 67**

**Effective: November 1, 2016**

**Duration: October 31, 2019**

LM 027-318

## TABLE OF CONTENTS

Article	Subject	Page
	Agreement	1
I	Recognition	1
II	Union Membership	1, 2
III	No Discrimination	2
IV	Hours of Work and Overtime	2, 3
V	Wages	3
VI	Seniority	3, 4
VII	Vacations	4, 5
VIII	Holidays	5
IX	Reporting Pay	5
X	Rest Periods	6
XI	Grievance and Arbitration	6, 7
XII	Plant Management	7
XIII	Plant Rules and Regulations	8
XIV	No Strike – No Lockout	8
XV	Safety and Sanitation	8
XVI	Union Representation	8
XVII	Past Practice	9
XVIII	Industrial Injury	9
XIX	Group Insurance	9, 10
XX	Sick Leave	10
XXI	Promotion	11
XXII	Pension	11
XXIII	Duration	11,12
	Appendix "A" Wages and Classifications	13,14

## **AGREEMENT**

This Agreement, made and entered into this first day of November, 2016, by and between the ATLAS GALVANIZING, LLC, hereinafter referred to as the "Company", and the METAL POLISHERS CONFERENCE, INTERNATIONAL BROTHERHOOD of BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS and HELPERS, AFL-CIO, LOCAL LODGE M67, hereinafter referred to as the "Union".

### **ARTICLE I – RECOGNITION**

The Company recognizes the union as the sole and exclusive bargaining agency for all its production and maintenance employees, excluding truck drivers, office clerical, Watchmen, guards, professional employees and supervisors as defined in the Labor Relations Act of 1947, as amended.

### **ARTICLE II – UNION MEMBERSHIP**

**Section 1** – It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Union.

**Section 2** - It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30<sup>th</sup>) day following the beginning of such employment, become and remain members in good standing in the union.

**Section 3** – Upon presentation of a properly signed dues deduction authorization card, the Company shall deduct the initiation fee and thereafter monthly the regular dues as required by the Union from the employee's paycheck and transmit the same only to the Secretary – Treasurer of the Union, Local M67, not later than the tenth (10<sup>th</sup>) day of every calendar month.

**Section 4** – If and when an opportunity for employment with the Company occurs, the Company agrees to notify the Secretary of the Union of such a vacancy. The Union agrees in turn to try to supply the Company with qualified applicants for such jobs, and further agrees that the Company is not bound to hire any of these, if in the option of the Company, the qualifications of the applicants do not meet the needs of the position to be filled. Prior membership in the Union shall not be a requirement.

**Section 5** - The Union agrees to notify the Company seven (7) days prior to the discharge of any employee for delinquency in the payment of dues or initiation fees.

### **ARTICLE III – NO DISCRIMINATION**

The Company and the Union agree that there shall be no discrimination in the employment because of race, color, sex, religion, age, national origin or handicap. "Pronouns", whether masculine or feminine, as used throughout this agreement, shall refer to either men or women. When this contract is written in English and Spanish, the English version shall prevail.

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

**Section 1** – The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours, Monday through Friday, inclusive.

**Section 2** – Time and one-half (1 ½) shall be paid for all work performed: (a) in excess of eight (8) hours in any one (1) day; (b) in excess of forty (40) hours in any one (1) week; (c) the first five (5) hours on Saturday, and (d) employees who work on Saturday must work the following regularly scheduled work day in order to receive time and one-half (1 ½) pay for the Saturday worked. (e) Overtime does not come into effect until forty (40) hours are worked in any one (1) week. Exceptions are: (i) on vacation; (ii) absent due to work injury; or (iii) excused absence.

**Section 3** – Double (2) time shall be for all work performed: (a) in excess of ten (10) hours in any one (1) day, Monday through Friday, inclusive; (b) in excess of five (5) hours on Saturday; and (c) all work performed on Sunday.

**Section 4** – Swing shift employees shall receive *twenty cents (\$0.20)* per hour shift differential, and the graveyard employees shall receive *twenty-five cents (\$0.25)* per hour shift differential.

**Section 5** – Whereas the statutes of the Federal Government provide that the Company may require a reasonable amount, as a condition of employment, the Company agrees that ten (10) hours per day be deemed to fulfill these requirements. All overtime beyond this is strictly voluntary and is not a condition of employment. It is further agreed that if any employee should request a release from this obligation on any specific date, and his request has been granted by the Company, failure to work overtime on that date, shall not jeopardize his position.

**Section 6** – Seniority shall be the determining factor in which employees are selected to work overtime, provided the employee can perform the work which required overtime work. The Company will furnish the Union with a list showing how overtime is being distributed among employees.

**Section 7** – If an employee is temporarily transferred from a lower classification to a higher classification, for the convenience of the Company, he shall receive the pay of the higher classification. If an employee is temporarily transferred to a lower classification from a higher classification, for the convenience of the Company, he will continue to receive the higher rate of pay.

#### **ARTICLE V – WAGES**

Attached hereto and made a part thereof is Appendix "A", setting forth the rates of pay for each classification listed therein. Effective November 1, 2016, each employee, with the exception of Sub-Helpers, shall receive a *seventy-five cent (0.75) increase* per hour wage increase; Effective November 1, 2017, each employee shall receive a *seventy-five cent (0.75) per hour wage increase*; and effective November 1, 2018, each employee shall receive a *seventy-five cent (0.75) per hour wage increase*. Sub-Helpers will receive a one dollar (\$1.00) per hour wage increase effective November 1, 2016 then seventy-five (\$0.75) cents per hour increase for the final two (2) years of this agreement.

#### **ARTICLE VI – SENIORITY**

**Section 1** – The Company agrees that in case of layoff and recall, seniority shall prevail. An employee shall retain the right of recall for one (1) year from the date of layoff, if he has completed his probation period. After having completed his probationary period, the seniority rights of an employee shall revert back to the hire date.

**Section 2** – All new employees shall be on probation for the first sixty (60) calendar days of employment and may be terminated for any and all reasons during this time.

**Section 3** – An employee must report back to work within three (3) working days after having been notified by the Company at his last known address, either by telephone or telegram. Upon consultation with the Company, this time limit may be extended if mutually agreed upon by the Company and the employee.

**Section 4** – If an employee should be ordered to report back to work, and this period of employment is known to be short duration, the employee may waive his right to be recalled, if agreed upon by the Company, without endangering his seniority, if his return to work would mean the loss of the position that he is filling at the time of such temporary recall.

A waiver of such right of recall would preclude his right to bump the man who shall be hired to replace him. The employee would have the right to be recalled at the next job opportunity that becomes available with the Company. If he accepts the position offered to him at the second opportunity, his seniority, for the purpose of layoff or recall, shall be deemed to be the same as if he had returned with the Company. Failure of the employee to return at the second opportunity shall result in his termination by the Company, with a loss of all seniority rights.

**Section 5** – The most senior employee shall have the choice of shift wherever practical. Shift preference shall not be exercised more frequently than once every six (6) months, unless agreed upon by the Company.

**Section 6** – The Shop Steward shall have top seniority for his term of office.

## ARTICLE VII – VACATIONS

**Section 1** – One (1) week vacation with pay, forty (40) hours, shall be granted to all employees who have been in the employ of the Company for one (1) year. Two (2) weeks vacation with pay, eighty (80) hours, shall be granted to all employees who have been in the employ of the Company for two (2) years. Three (3) weeks vacation with pay, one hundred and twenty (120) hours, will be granted to all employees who have been in the employ of the Company for seven (7) years. Four (4) weeks vacation with pay, one hundred and sixty (160) hours, will be granted to all employees who have been in the employ of the Company for fifteen (15) years, and five (5) weeks vacation with pay, two hundred (200) hours, will be granted to all employees who have been in the employ of the Company for twenty (20) years, exception of any employees hired after December 31, 1999.

**Section 2** – New employees will not receive any vacation pay until they have been employed ~~two-one~~ (12) years. They will receive one (1) week, forty (40) hours paid vacation after ~~two-one~~ (12) years employment with the Company. (This will not affect any employees who have seniority at the present time.)

**Section 3** – All employees who may be terminated voluntarily or involuntarily after completing six (6) calendar months of service with the Company, shall receive a pro-rated share of the next vacation pay. This is to be based on one-twelfth (1/12<sup>th</sup>) of his annual vacation pay for each month of service, or major fraction thereof. Vacation shall be deemed earned and will be paid for if the employee is severed for any and all reasons.

**Section 4** – The choice of vacation time shall be given to the most senior employee, wherever practical. Employees must give the Company adequate notice of their requested days for vacation. Employees must take their allotted time off for vacations, unless agreed to by the Company. The Company cannot guarantee that every employee will be allowed vacation when desired.

**Section 5** - Vacation pay shall be paid on the payday prior to the employee's taking his vacation. Vacation pay shall be computed at the employee's hourly rate at the time he takes his vacation. Additionally, employees shall be paid their vacation payments in a stand-alone check.

**Section 6** – Employees must work two thousand eighty (2,080) hours, less vacation time, to receive a full vacation pay, otherwise, the employee’s vacation pay will be pro-rated.

**ARTICLE VIII – HOLIDAYS**

**Section 1** – The following days shall be paid holidays and will be paid as such regardless of the day of the week on which they may fall, and if worked, they shall be paid for at the rate of double (2) time, in addition to holiday pay.

New Year’s Day	Thanksgiving Day
Good Friday	The Friday after Thanksgiving Day
Memorial Day	The Day before Christmas Day
Fourth of July	Christmas Day
Labor Day	The Day before New Year’s Day

**Section 2** – If any of the above holidays should fall on a Saturday or Sunday, the Company will recognize as the holiday and pay as such, that the day which is locally and/or nationally observed in lieu of such holiday.

**Section 3** – Employees must work at least four (4) hours of the regularly scheduled workday before and after the holiday in order to receive holiday pay. Exception to these is: (a) on vacation; (b) absent due to work injury; (c) excused absence.

**Section 4** – New employees shall not be paid holiday pay until they have been in the employ of the Company for three (3) months. Employees with less than five (5) years of service with the Company, if laid off, will not receive holiday pay.

**ARTICLE IX – REPORTING PAY**

Any employee ordered to report to work shall receive a minimum of four (4) hours pay, including shift differential, if any. If an employee has not been given notice not to report to work on the following day before the end of his regular shift, he shall be considered as having been ordered to report for his next regular shift.

The above clause shall not apply in case of “power failure” or “Act of God”, which prevents the operations of the Company.

## **ARTICLE X – REST PERIODS**

The Company shall grant one (1) fifteen (15) minute rest period, to be taken in the first half of the employee's shift. The Company shall grant a floating ten (10) minute paid rest period, to be taken in the second half of the employee's shift.

## **ARTICLE XI – GRIEVANCE AND ARBITRATION**

**Section 1** – To be germane, any dispute, grievance, controversy or claim of breach of contract arising between the employee and the Company, between the Union as a whole and the Company, must be processed under the grievance and arbitration clause of this contract, within thirty (30) days from the date of occurrence, or within thirty (30) days from the date that knowledge of any alleged violation of the terms of this Agreement become know to the Union as a whole.

**Section 2** – The term "process" shall be considered to mean the initiation of the "grievance and arbitration proceeding". In case that the grievance should be processed for failure of the Company to pay wage rates as specified in the contract, the Company agrees to make an employee whole for sure financial loss as he has may have suffered for the entire period during which he has been underpaid, if such claim is verified and approved during the arbitration and grievance procedure.

**Section 3** – Any dispute, claim, grievance and/or controversy arising between any employee of the Company against the Company, and any dispute, claim, grievance and/or controversy between the Union as a whole against the Company, concerning the interpretation, application of this Agreement, and any alleged claim of breach of contract, and any dispute, claim, grievance and/or controversy that the Company may have against the Union concerning the interpretation, application, implementation of this Agreement and/or any alleged claim of breach of contract shall be taken up in the following manner:

**Step 1** – When an employee has a grievance, he shall contact his immediate supervisor with or without his Steward and endeavor to settle the dispute. If not settled within twenty-four (24) hours, excluding Saturdays, Sundays and Holidays, it shall go to:

**Step 2** – The employee and the Steward may ask for and be granted a meeting with management within forty-eight (48) hours, from the time of the request, excluding Saturdays, Sundays and Holidays. If not settled within seventy-two (72) hours, excluding Saturdays, Sundays and Holidays, it shall go to:

**Step 3** – The grievance shall be reduced to writing and the Business Representative shall be called in and together with the Steward shall take the matter up with top Management. The Company agrees to meet with the Union representative within seventy-two (72) hours, excluding Saturdays, Sundays and Holidays, after presentation of the written grievance to the Company. If a satisfactory solution to the problem is not agreed upon within forty-eight (48) hours after the beginning of the meeting between the

Union representative and the Company representative, excluding Saturdays, Sundays and Holidays, both the Union and the Company agree to stipulate to arbitrate the dispute.

**Section 4** – The Company and the Union will jointly request the Federal Mediation and Conciliation Service, Washington, D.C. to supply a panel of seven (7) arbitrators, three (3) to be stricken by each of the parties signatory hereto, beginning with the party requesting the arbitration. The one (1) remaining name shall be that of the Arbiter and his decision shall be binding upon both parties.

**Section 5** – As an alternative, any local arbiter acceptable to both parties may be chosen and his decision shall be final and binding upon both parties. The expense of the arbiter shall be borne equally by both parties.

**Section 6** – Any decision that is mutually acceptable to both parties and which was agreed upon in the preliminary Steps of this Article, precludes any further action by either of the signatory parties to this Agreement.

**Section 7** – In the interest of fair play, in order that either one or both of the parties signatory to this Agreement shall have the right to have their "Day in Court", it is mutually agreed that nothing in the Sections of this Article shall prevent any extension on time that may be mutually agreed upon in order to invoke the grievance and arbitration procedure.

**Section 8** – If the Company has a grievance against the Union, Steps 1 and 2 will be waived and the grievance procedure shall begin with Step 3.

**Section 9** – At no time shall the Company require or ask, or demand, that the Steward shall in any manner reveal to the Company how the Shop Committee individually or collectively, voted on the question on whether to settle the grievance with the Company before the Business Representative of the Union was asked to intercede.

## **ARTICLE XII – PLANT MANAGEMENT**

The right to manage its plant, including the right to hire, to transfer, to layoff, to promote, to demote, to discharge or discipline for just cause are vested solely in the Company, subject to Articles of this Agreement. If an employee has been discharged or has been given a disciplinary layoff, and he believes his discharge or layoff was unjust, he shall have the right to submit his grievance to his Steward before leaving the plant. If, upon consultation with the Union, or by reason of the finding of an Arbiter, it shall be determined that his discharge or layoff was unjust cause, the employee shall be reinstated to his job with back pay for all time lost and seniority rights unimpaired.

### ARTICLE XIII – PLANT RULES AND REGULATIONS

It is mutually agreed by both parties that the plant rules become a part of the working conditions of the contract, and that the Company will meet with the Union, if and when any changes or additions are to be made, and to formulate these changes or additions before they go into effect.

### ARTICLE XIV – NO STRIKE – NO LOCKOUT

During the life of this Agreement there shall be no lockout on the part of the Company. During the life of this Agreement there shall be no strike, suspension of work, slowdown or other interruption of production by the Union or the individual employee.

### ARTICLE XV – SAFETY AND SANITATION

**Section 1** – All toilets and work rooms shall be kept in a clean and sanitary condition and suitable quarters with heat shall be provided for the employees in which they may change their clothes.

**Section 2** – All safety appliances shall be in conformity with the California Safety and Sanitary Standards as ordered and adopted by the respective State Commissions. Failure to wear safety equipment as provided by the Company may result in immediate dismissal. All employees must exercise every effort in keeping workrooms, toilets and rest rooms clean.

**Section 3** – The Company agrees to furnish gloves and aprons to the employees at no cost to the employees, plus any other protective clothing as may be recommended by the various State Commissions. Employees will be issued gloves and other safety items on a scheduled basis, not on demand. The maintenance and security of such issue will be the employee's responsibility. Failure to have readily accessible required safety issue will result in appropriate disciplinary action. The Company will give each employee two hundred dollarstwent (\$125200.00) per year to purchase safety shoes (contract year).

**Section 4** – The Company agrees to install an electrically cooled filtered water fountain in an area convenient for all employees.

### ARTICLE XVI – UNION REPRESENTATIVE

The Business Representative of the Union shall have the right to free entrance to the plant during working hours, upon application to the Employer and authorization by management. The Union Steward and Shop Committee shall suffer no loss of pay for time lost while negotiating a contract; processing a grievance and/or while engaged in any other Union activity in administering the terms of this Agreement. The Union agrees to keep such time down to a reasonable minimum.

## ARTICLE XVII – PAST PRACTICES

**Section 1** – The Company agrees that all Company customs and practices that have been proven beneficial to the employees in the past, shall be continued for the life of this Agreement.

**Section 2 – Severance Pay** – Employees who have twenty (20) or more years of service with the company shall be entitled to a severance pay. The Maximum amount of hours to be paid will be one hundred and twenty (120) hours, with the exception of any employees hired prior to ~~1960~~1999. Severance pay shall be based on the same number of days or major fraction thereof as their earned vacation pay. Severance pay shall be computed at the employee's hourly rate at the time of his leaving. It is understood that severance pay is provided for the purpose of normal retirement. Unless an employee is incapacitated and unable to continue employment, then he will be able to receive severance pay at an earlier age than normal retirement. If an employee passes away, the employee's beneficiary will receive the severance pay.

**Section 3 – Credit Union** – The Company agrees to cooperate in selecting a Credit Union and to make deductions on behalf of those employees who sign up.

**Section 4 – Bereavement Leave** – Regarding employees' leaves because of bereavement in their family, the Company agreed to continue to grant leaves of absence, as per past practice, for this purpose, with the understanding that they may use either their vacation pay or sick leave pay for this time off.

## ARTICLE XVIII – INDUSTRIAL INJURY

Any employees, who may be injured on the job and who are sent home by reason of a doctor's order and opinion, or by the orders of management, shall receive a full day's pay for that day. If an employee, by reason of doctor's orders and opinion, is unable to resume work at his regular job for any and all of the next five (5) working days subsequent to the date of injury, then the Company agrees to pay such an employee eight (8) hours pay, including shift differential, if any, for any and all of the next five (5) working days.

## ARTICLE XIX – GROUP INSURANCE

**Section 1** – The Company agrees to provide medical coverage for each employee and their dependents, except as provided in Section 2. The employees will have Kaiser Permanente Health Plan Coverage.

**Section 2** – New Employees will not be covered by group insurance until they have been employed by the Company for three (3) months. Employees with less than five (5) years of service, will have no group insurance coverage if laid off for two (2) months or longer. Any increase in health insurance after October 31, 2007, over and above eight percent (8%) per year, non-cumulative, will be paid by the employee. However, any employee hired after October 31, 2013 shall be responsible for fifteen percent (15%) of their respective monthly premium.

**Section 3** – The Company agrees to provide each employee, without cost to them, a five thousand dollar (\$5,000) life insurance policy, and in addition, the Company agrees to provide employees' dependents, without cost to them, a one thousand dollar (\$1,000) life insurance policy for their spouse, and a five hundred dollar (\$500) life insurance policy for each child.

**Section 4** – The Company agrees to provide dental insurance for its employees and their dependents, with the Company paying the full cost of such plan. The plan shall consist of 80% of usual and customary fees based on 2004 cost for general dentistry work and 50% of usual and customary fees for gold restorations. The plan has a deductible of one hundred dollars (\$100) per calendar year, with a one thousand five hundred dollars (\$1,500) maximum per calendar year.

#### **ARTICLE XX – SICK LEAVE**

**Section 1** – Employees in their first ten (10) years of employment with the company shall be entitled to five (5) days (40-hours) paid sick leave during the ensuing year. Employees who have more than ten (10) years of service with the Company will receive seven (7) days paid sick leave per year, totaling fifty-six (56) hours.

**Section 2** – Sick leave may be accumulated from year to year, up to a maximum of ~~seven~~ fourteen (14) days. All accumulated and unused sick leave for the past or the current year, may be translated into money and shall be paid to the employee, at his option, on two different occasions during the year, by the employee giving two (2) weeks notice to the Company before such payment shall be made. One, shall be on the last payday prior to taking their annual vacation, or on the last payday prior to Christmas.

**Section 3** – One day's sick leave shall be deemed earned for each period of two (2) calendar months. If used before having been earned, and the employee is terminated, such payment of unearned sick leave will be deducted from any moneys that the employee would have due him. If an employee is terminated for any reason, he will receive all earned sick leave.

**Section 4** – If an employee claims sick leave for time off because of illness during the current year before such sick leave shall be considered earned, the company may require a doctor's certificate to substantiate claim of illness.

**ARTICLE XXI – PROMOTION**

When an opportunity for promotion within the Company arises, the Company will observe seniority, if the skill and ability and other qualifications of the employee meets the requirement of the position involved. The Company will notify the Steward of its decision in making such a promotion. If, in the opinion of the Shop Committee, an employee with more seniority was denied the opportunity of a chance for advancement, the Company will meet with and consult with the Union Shop Committee to discuss reasons why it feels its choice was justified. The Company will consider whatever evidence the Shop Committee can bring forth to justify its claims that the most senior employee was qualified to fill the position, but reserves to itself the right to make the final decision.

**ARTICLE XXII – PENSION PLAN**

Company will provide a traditional 401K plan and the company will match up to five-hundred (\$500.00) dollars a year of an employee's contribution.

**ARTICLE XXIII – DURATION**

This contract shall become effective November 1, 2016, and continue in effect until October 31, 2019, and thereafter extend itself annually from year to year, unless either party gives notice to the other not earlier than seventy-five (75) days, nor later than sixty (60) days before the expiration date of this contract, of its desire to amend, modify or terminate this Agreement, by registered or certified mail.

Metal Polishers Conference,  
International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers,  
AFL-CIO, Local Lodge M67

Jose ROSAS  
For the Union

JOSE SANDOVAL  
By [Signature]

Atlas Galvanizing, LLC.

[Signature]  
For the Company

[Signature]

**APPENDIX "A"**  
**WAGES AND CLASSIFICATIONS**

<b>Classification</b>	<b>Effective 11/01/16</b>	<b>Effective 11/01/17</b>	<b>Effective 11/01/18</b>
<b>Lead</b>	<b>\$24.49</b>	<b>\$25.24</b>	<b>\$25.99</b>
<b>Kettle</b>	<b>\$22.69</b>	<b>\$23.44</b>	<b>\$24.19</b>
<b>Pickler</b>	<b>\$23.47</b>	<b>\$24.22</b>	<b>\$24.97</b>
<b>Rope</b>	<b>\$21.81</b>	<b>\$22.56</b>	<b>\$23.31</b>
<b>Pickler Helper</b>	<b>\$22.20</b>	<b>\$22.95</b>	<b>\$23.70</b>
<b>Dryer</b>	<b>\$22.69</b>	<b>\$23.44</b>	<b>\$24.19</b>
<b>Dryer Helper</b>	<b>\$21.81</b>	<b>\$22.56</b>	<b>\$23.31</b>
<b>Muriatic Acid</b>	<b>\$22.17</b>	<b>\$22.92</b>	<b>\$23.67</b>
<b>General Helper</b>	<b>\$21.41</b>	<b>\$22.16</b>	<b>\$22.91</b>
<hr/>			
<b>Starting Rate:</b>			
<b>Sub-Helper</b>	<b>\$ 13.04</b>	<b>\$ 13.79</b>	<b>\$ 14.54</b>

The starting rate for New Employees and Sub-Helper are stated as above: After three (3) months of service, they shall receive the rate of pay for the classification under which they are working.

Employees with previous experience at the trade shall have a starting rate of \$10.50 per hour. After three (3) months of service, they shall receive the rate of pay for the classification under which they are working.

**Sub-Helper Classification:** The Company shall be allowed up to four (4) Sub-Helpers on the day shift and no Sub-Helpers on the night shift. No employee with seniority date of

January 1, and above shall be affected by this new classification. Additionally, no current employee shall be demoted to Sub-Helper in order to meet the number of employees referenced in this paragraph. However, the past practice of layoffs shall supersede the prior sentence.