

WORKING AGREEMENT
Covering Rates of Pay, Hours and Working
Conditions of the Employees of

CAIETTI'S TRUCK REPAIR

and

MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190
for and on behalf of
MACHINISTS AND MECHANICS LODGE NO. 2182 and
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

AGREEMENT

Agreement by and between **CAIETTI'S TRUCK REPAIR**, hereinafter referred to as the "Employer" and **MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190** for and on behalf of **MACHINISTS AND MECHANICS LODGE NO. 2182** and **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**, hereinafter referred to as the "Union".

WITNESSETH:

SECTION 1:

A. The Employer recognizes the Union as the sole bargaining agency for all its employees working in classifications set forth in Section 5 of this Agreement.

B. Non-productive foremen will be allowed to use the tools of the trade in connection with their supervisory duties. Parts Managers who are primarily engaged in non-productive work may at times, when the regular Partsmen are unable to handle counter business, assist at the counter. All employees using the tools of the trade on productive work must be members of the Union as outlined in Section 2-A.

C. Journeymen shall have acquired the necessary knowledge, experience and ability to perform work assigned to them in a reasonable time and in a satisfactory manner.

D. Apprentices are those who have been employed to learn a trade, they will be given full opportunity to do so.

E. One (1) Apprentice may be employed in each shop when two (2) or more Journeymen are regularly employed and one (1) additional Apprentice for each five (5) additional Journeymen. In the even the State Apprenticeship Committee changes the ratio, the new ratio shall apply.

F. Apprentices to be indentured under the California Apprenticeship Standards Act of 1939, or as amended.

G. The Employer agrees to pay into the Apprenticeship Training Fund the sum of Two Dollars and Twenty-Five Cents (\$2.25) per month per employee covered by this Agreement.

SECTION 2:

A. All employees covered by this Agreement shall make application to become and remain members of the Union. New employees shall make application to become members of the Union not later than thirty-one (31) days from date of hire or from the date of execution of this Agreement, whichever is later. Any employee refusing to become a member of the Union after thirty-one (31) days from date of hire shall be discharged upon notification from the Union.

In the event the applicant is not accepted by the Union according to its Constitution and By-laws, then the employee may be retained in service and Union membership will not be a condition of his employment.

The Employer agrees that an applicant for a job opening will be sent to the Union office to register his name, classification and shift to be worked before being placed on the job. The Union agrees that the registering of the applicant shall have no bearing upon his becoming a Union member, but is only to protect the working conditions of the Agreement.

DUES CHECKOFF: At the option of the employee, the Employer agrees to deduct monthly from wages of each employee covered by the Agreement uniform initiation fee and periodic dues owing to the Union as a result of membership therein upon the individual written authorization for such deductions. Such authorization shall comply with the provisions of Section 301 of the Labor/Management Relations Act of 1947, as amended, and shall be deposited with and held by the Employer. The Union will provide the necessary authorization forms and will secure the signatures of its members on the form and will deliver the forms to the Employer.

Deductions in equal amounts of the current monthly dues total shall be made from each of the employee's weekly paychecks of each month and the total monthly dues amount shall be remitted to the financial secretary of the Union no later than the 25th day of the month in which the deduction occurs along with a record of those employees for whom the deduction have been made and the amount deducted. Any change in dues made by the Union will be made effective in accordance with written notice by the Union.

The Union agrees to indemnify and hold harmless the Employer from any and all claims by reason of deductions made and remitted to the Union in accordance with such authorizations.

B. The Employer shall be the judge of the competency of the men. Competency being equal, seniority by classification shall prevail in the reduction of forces and re-employment of men. However, employees with qualifications to perform special work may be retained to perform such work regardless of seniority. The first ninety (90) days of employment shall be considered a probationary period during which time the employee shall not gain seniority and may be subject to discharge without recourse. After ninety (90) calendar days of employment, the employee shall gain seniority dating back to his first date of hire.

An employee shall lose his seniority for the following causes:

1. Voluntarily quitting his employment.
2. Discharge by the Employer for just cause.
3. Layoffs in excess of six (6) months.
4. Retirement.
5. Six (6) months from the date he takes employment not covered by this Agreement with the Employer.
6. Unexcused absence from work for two (2) consecutive working days without notifying the Employer of the reasons for such absence, unless notification is beyond employee's control.

C. In reducing forces, the ratio of Apprentices to Journeymen as defined in this Agreement shall be maintained.

SECTION 3: WORKDAY/WORKWEEK

A. The straight time workweek shall consist of eight (8) hours within nine (9) consecutive hours and five (5) consecutive days of forty (40) hours in any one (1) week, Monday through Friday or Tuesday through Saturday. Overtime shall be paid at the rate of time and one-half (1-1/2) times the regular straight-time rate of pay. The day shift shall start not earlier than 7:00 A.M. and end not later than 6:00 P.M. Any shift starting after the day shift hours shall be paid at the night shift rate. Sunday work shall be paid at the rate of two (2) times the regular straight time rate of pay. If a Tuesday through Saturday workweek is utilized, it will be staffed in the following manner:

1. Volunteers will first of all be requested.
2. Failure to obtain sufficient staff by volunteers then the Employer shall select employees using an inverse order of seniority.
3. When an opening on the Monday through Friday shift becomes available, requests by employees on the Tuesday through Saturday will be granted on a seniority basis before any new hire is placed in that vacancy.

B. Employees required to work on a daily schedule shall receive a minimum of four (4) hours' pay at the stipulated rate, either straight-time or overtime, regardless of time worked, if any. An employee held past four (4) hours shall receive eight (8) hours' pay at the stipulated rate, either straight-time or overtime, regardless of the time worked, if any. However, if an employee voluntarily goes home, he shall be paid only for the actual hours worked.

C. In the instance of "on-the-job" injuries where the employee is to leave the job or go to the doctor, his pay will continue to the end of the shift if he receives medical verification of his inability to return to work and for all subsequent visits to the doctor related to that specific injury not to exceed a total of four (4) hours.

D. It is agreed that a sufficient number of employees will be available one-half (1/2) hour before starting time and one-half (1/2) hour after quitting time to arrange work at straight time.

E. Night shifts may be established and shall be paid for at Fifty-Five Cents (\$.55) per hour over the regular rates of pay. Third shift shall be paid at the rate of Seventy Cents (\$.70) per hour. Employees working the graveyard shift shall be paid for lunch.

F. Straight time and overtime conditions as set forth in this Agreement shall apply to employees assigned to roadwork, including driving time. All work performed prior to the regularly scheduled shift or after the completion of a regularly scheduled shift shall be paid for at the overtime rate. An employee called away from his residence for work at the shop or for a wreck or breakdown outside of his regularly scheduled shift, shall be compensated at not less than three (3) hours at the overtime rate. This shall not apply where callout continues into the employee's regularly scheduled shift.

G. No employee shall have his hourly rate of pay reduced as a result of the signing of this Agreement. Nothing herein shall prohibit the paying of a higher rate of pay at the discretion of the Employer.

SECTION 4: HOLIDAYS AND VACATIONS

A. The following holidays when worked shall be considered as overtime and paid for at the rate of one and one-half (1-1/2) times the regular rate and holiday pay:

NEW YEAR'S DAY	THANKSGIVING DAY
PRESIDENT'S DAY	DAY AFTER THANKSGIVING
MEMORIAL DAY	DECEMBER 24th
FOURTH OF JULY	CHRISTMAS DAY
LABOR DAY	

When any of the above holidays fall on a Sunday, then the following day shall constitute a holiday and be paid as such. The employee shall receive pay for the above holidays regardless of the day of the week on which they fall.

The above holidays shall be celebrated in conformance with Federal law.

Holiday pay shall be at the employee's shift rate of pay.

When no work is performed on any of the above holidays, the employee shall receive eight (8) hours' pay at the basic straight-time rate. It is understood an employee must have been in the employ of the Employer thirty (30) days prior to the holiday and must have worked within the fifteen (15) days prior to and after the holiday and must have worked his scheduled workday immediately prior to and his scheduled workday immediately following the holiday, unless such absence is due to the express permission of the Employer, in writing, or to a bona fide illness.

If the employee is on vacation, he shall receive additional compensation for such a paid holiday occurring during his vacation period or receive an additional day off with pay, the choice to be by mutual agreement between the employee and the Employer.

B. All employees covered by this Agreement having completed one (1) year of continuous service with the Employer shall be entitled to a vacation of one (1) week and be compensated as follows:

If an employee has worked 1600 hours during the year's service, he shall receive forty (40) hours at his straight-time rate of pay; if an employee has not worked 1600 hours during the year's service, he shall receive Two Percent (2%) of his total straight-time earnings during the year's service as vacation pay. All employees having completed two (2) years or more of continuous service with the Employer shall be entitled to a vacation of two (2) weeks and be compensated as follows:

If an employee has worked 1600 hours during the year prior to taking vacation, he shall receive eighty (80) hours at his straight-time rate of pay; if an employee has not worked 1600 hours during the year prior to taking vacation, he shall receive Four Percent (4%) of his total straight-time earnings for the year prior to taking his vacation. Employees shall receive one (1) additional day of vacation with pay for each year of continuous service after five (5) years of continuous service with a maximum of three (3) weeks' total vacation and a maximum of 120 hours at his straight-time rate of pay if an employee has worked 1600 hours during the year prior to taking vacation or Six Percent (6%) of his total straight-time earnings for the year prior to taking vacation if he has not worked 1600 hours during the year prior to taking vacation as his vacation pay.

Vacation pay shall be paid to employees on the last workday prior to taking vacation, unless the employee requests otherwise. Vacation paychecks shall be arranged so that taxes are withheld as if it were a regular paycheck each week.

Any employee who is discharged, quits, or is laid off shall be entitled to additional compensation for the earned portion of his vacation to be based upon the percentage as shown above.

Preference in the matter of vacations shall be given according to their seniority of employment. Such vacation shall be so arranged so as not to inconvenience the Employer and provided further that no more than one (1) of ten (10) employees be granted vacation at the same time.

A vacation schedule shall be posted on January 1st of each year and must be completed by March 1st of the same year and must be approved by the Employer or the employee shall lose his seniority for preference of vacation.

An employee shall have the privilege of taking his vacation in one (1) week increments.

Employees entitled to three (3) weeks' vacation shall not take more than two (2) weeks at one time unless otherwise agreed to by the Employer.

JOURNEYMEN BODY, FENDER, METALMEN, AUTOMOTIVE MACHINISTS, RADIATOR REPAIRMEN, FRONT END MEN, OPERATORS OF FRAME STRAIGHTENING MACHINES, STRIPERS, COLOR MATCHERS and PAINTERS	\$29.75	\$29.75
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New Journeymen Mechanics, Bodymen, and Painters hired after July 23, 1987 may be paid on the schedule listed below. However, all classifications outlined below shall not be paid less than the wage rate or percentage listed or two times (2X) the then current minimum wage for California or the local county/city, whichever is greater.

EXCEPTION: Lube Tech, Wrecking Yard Man, Wrecking Yard Helper employees who are not required to supply basic hand tools or an apprentice properly indentured into the apprenticeship program.

1st 6 months.....80%	3rd 6 months.....90%
2nd 6 months.....85%	4th 6 months.....95%

THEREAFTER JOURNEYMAN RATE OF PAY.

SANDERS AND RUBBERS:

1st 6 months	87% of Journeyman Bodyman Rate.
2nd 6 months	89% of Journeyman Bodyman Rate.

EFFECTIVE:	<u>Current</u>	<u>2/1/19</u>
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LIGHT DUTY TRUCK MECHANIC	\$26.78	90% of Journeyman Mechanic Rate
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This classification shall apply to new employees only, Seventy-Five Percent (75%) of whose work is on autos, campers or trucks with manufacturer's GVW of 19,500 or less.

EFFECTIVE:	<u>Current</u>	<u>2/1/19</u>
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UTILITY EMPLOYEE	\$22.31	75% of Journeyman Mechanic Rate
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Utility employees shall be limited to one (1) for each six (6) Journeymen in the mechanical and body shops and shall perform the following functions: Perform routine and repetitive tasks such as rebuilding-remanufacturing sub-assemblies, paint preparation, vehicle preparation, preventive maintenance inspections, tear-downs, cleanup of parts and operation of equipment. In the event of a layoff, a Utility man shall be laid off according to seniority before any Journeymen are laid off and thereafter the layoffs shall be done in such a manner as to maintain one (1) Utility man for each eight (8) Journeyman ratio. However, a current mechanical and body shop Journeyman hired before July 1, 1984 shall not be laid off while Utility class employees are working.

LUBE TECH employees shall perform the following functions only: Lube, oil and filter services, tire services, brake adjustments and minor repairs such as fan belts, hoses, minor leaks and lights.

Effective 2/1/13: 65% of Journeyman Mechanic Rate

WRECKING YARD MAN 92% of Journeyman Parts Rate.

WRECKING YARD HELPER 60% of Journeyman Parts Rate.

LEADMEN to receive Seventy Cents (\$.70) per hour over their regular rate of pay. (Leadmen shall direct not more than eight (8) other employees.) The Employer shall have the right to re-shuffle.

FOREMEN to receive One Dollar and Forty-Five Cents (\$1.45) over the highest Journeyman rate under their supervision as set forth in this Agreement. The Foremen differential shall not apply to shift differentials.

Employees hired after July 1, 1984 in the Heavy Duty classification and later transferred to Light Duty classification will be reduced to the Light Duty pay scale.

APPRENTICES shall be paid not less than the following percentages of the Journeyman wage for their particular classifications:

1st 6 months.....55%	5th 6 months.....75%
2nd 6 months.....60%	6th 6 months.....80%
3rd 6 months.....65%	7th 6 months.....85%
4th 6 months.....70%	8th 6 months.....90%

THEREAFTER JOURNEYMAN PAY RATE.

Apprentices hired after July 17, 1987 shall be paid not less than the following percentages of the Journeyman's wage for their particular classification:

1st 6 months.....50%	5th 6 months.....70%
2nd 6 months.....55%	6th 6 months.....75%
3rd 6 months.....60%	7th 6 months.....85%
4th 6 months.....65%	8th 6 months.....95%

THEREAFTER JOURNEYMAN PAY RATE.

No employee shall have his wages reduced or lose any over-scale pay as a result of this Agreement.

B. As a result of the signing of this Agreement, the following systems of computing wages shall be eliminated from all shops: Flat rate, Piecework, Premium, Merit, Task, Contract and Bonus systems. Any Employer who pays wages based on any of the above-mentioned systems and any employee who accepts pay based on any of the above systems shall be guilty of violating this Agreement.

(EXCEPTION: An Employer may give a bonus or incentive to an employee, if such bonus or incentive is apart from his regular hourly rate of pay.)

The employee shall be paid weekly prior to the end of the shift. The Employer may hold back one (1) week's pay.

C. PART-TIME EMPLOYEES

1. No more than one (1) part-time position will be allowed and such part-time position is only allowed in the Lube Tech classification.
2. In the event of layoff or reduction in forces, the part-time position will be eliminated before any full-time employee can be laid off.
3. Any time worked over thirty-two (32) hours in any one (1) workweek will be paid at one and one-half (1-1/2) times the straight-time hourly rate.
4. Overtime (once a part-time employee has worked 40 hours) and/or overtime worked on Saturday or Sunday is to be offered by seniority to all full-time employees before being offered to the part-time employee.

SECTION 6:

A. Shop Stewards will be permitted in each establishment where the Union may deem it necessary. The Business Representative of the Union shall be allowed to enter the establishment of the Employer at any time during working hours to check employees and working conditions after first notifying the management.

B. A "Union Shop" sign will be prominently displayed in the Shop.

C. No discrimination or intimidation shall be made against any employee on account of legitimate Union activities.

D. The Employer and the Union agree not to discriminate against any employee or applicant because of race, color, creed, sex, nationality, religion, age, or disability not affecting employment.

E. It shall not be considered a violation of this Agreement for employees to refuse to cross a picket line sanctioned by the Joint Council of Teamsters No. 38 and/or Sacramento Central Labor Council.

F. It is further agreed that jurisdictional disputes between Teamsters Union Local No. 165 and the Machinists and Mechanics Lodge No. 2182 will not in any way affect the Employer who is party to this Agreement, and it is further agreed that the jurisdictional terms of this contract shall be guaranteed in accordance with historical practice.

SECTION 7:

A. No employee shall be required to take out insurance other than that required by law. The Employer shall pay the total cost of laundry and rental of clothing required by the Employer, not to exceed five (5) changes per week. The Employer shall provide foul weather gear for employees when required to work outside the shop in foul weather. In no case will an employee be required by the Employer to furnish any power tools. The Employer is to furnish dropcords, droplights, taps and dies, files, hacksaws, blades, and normal shop supplies. Broken or worn out tools must be returned for replacement. Employees using their own power tools, when broken, shall be repaired at the Employer's expense. The Employer shall have the right to inspect all power tools of new employees and to either accept or reject the tools. The Employer shall have the right to refuse non-required tools.

B. No employees covered by this Agreement may be required to attend in excess of two (2) service or service instruction meetings per month outside of the regular working hours provided for in this Agreement, not to exceed fifteen (15) per calendar year. Employees shall receive two (2) days' prior notice of all service meetings. Such meetings shall not be held on regular Union meeting nights or Fridays. Should such meetings be held outside the Sacramento Metropolitan area and attendance be required by the Employer, then the employees covered by this Agreement shall be paid straight time and reasonable and actual expenses, plus Twenty Cents (\$.20) per mile for the use of their own vehicle, or the current standard rate, whichever is higher.

C. The Employer agrees that its members will cooperate with the Union in the maintenance of Union wages and working conditions by sending work of the trade that must be performed outside its own establishments to Union shops wherever possible, where the employees are affiliates of the Union party hereto or members of the A.F.L. Union (the Union to do the policing and notify the Employer) and the Union agrees that its members shall, to the best of their ability, endeavor to patronize and to advance the interest of the Employer and will not solicit or perform work while in the employ of members of the Employer that will be in competition with the business of such Employer members, and, it is further agreed that all parties signatory hereto shall endeavor, in every legitimate way available to them, to eliminate any and all unfair competitive conditions in the trade.

SECTION 8: HEALTH AND WELFARE PLAN
(DOES NOT APPLY TO PART-TIME EMPLOYEES)

The parties agree that upon notification from the Union, each year the employees may elect to divert any portion of wage and/or wage increases outlined in Section 5 for the purpose of increasing pension contributions and/or improving or adding benefits to the health and welfare package.

HEALTH AND WELFARE BENEFITS: For the period of this Agreement, the Employer shall pay into Automotive Industries Welfare Fund the then applicable premium necessary to obtain Health and Welfare coverage for eligible employees and dependents under said Plan. "Said Plan" referenced in this Section is the Automotive Industries Welfare Fund Plan "A".

DENTAL PLAN BENEFITS: For the period of this Agreement, the Employer shall pay into Automotive Industries Welfare Fund the then applicable premium necessary to obtain Dental coverage for eligible employees and dependents under said Plan.

ADDITIONAL LIFE INSURANCE BENEFITS: Effective June 1, 1999, the Employer shall pay into Automotive Industries Welfare Fund the then applicable premium necessary to obtain \$25,000 Additional Life Insurance coverage for eligible employees and dependents under said Plan.

PRESCRIPTION DRUG BENEFITS: For the period of this Agreement, the Employer shall pay into Automotive Industries Welfare Fund the then applicable premium necessary to obtain Prescription Drug coverage for eligible employees and dependents under said Plan.

VISION CARE BENEFITS: For the period of this Agreement, the Employer shall pay into Automotive Industries Welfare Fund the then applicable premium necessary to obtain Vision Care coverage for eligible employees and dependents under said Plan.

ACCIDENT AND DISABILITY PLAN BENEFITS: For the period of this Agreement, the Employer shall pay into Automotive Industries Welfare Fund the then applicable premium necessary to obtain Accident and Disability coverage under Disability Plan "B" for eligible employees under said Plan.

Effective February 1, 2013, the Employer shall pay Eighty Percent (80%) of the health and welfare plan. Employees shall pay Twenty Percent (20%) of the health and welfare plan via payroll deduction.

The Employer shall provide a plan to the employees under Section 125 of the Internal Revenue Code for the purpose of deducting the employees' share of the health and welfare contributions from gross wages.

Monthly deduction amounts shall be evenly divided and deducted from weekly paychecks.

SECTION 9: PENSION PLAN
(DOES NOT APPLY TO PART-TIME EMPLOYEES)

The parties agree that upon notification from the Union, each year the employees may elect to divert any portion of wage and/or wage increases outlined in Section 5 for the purpose of increasing pension contributions and/or improving or adding benefits to the health and welfare package.

Effective February 1, 2013, the Employer will make contributions to the Automotive Industries Pension Fund on behalf of eligible employees in the amount of Two Hundred Dollars (\$200.00) per month per employee through the term of this Agreement. The Employer agrees to sign the necessary subscriber agreement(s) which are incorporated in this Agreement by reference thereto and further agrees from time to time to sign all or any additional subscriber agreement(s) or other papers necessary to carry out the terms of this Section.

The parties recognize that there is a possibility that the Employer may be required to remit additional contributions to the Automotive Industries Pension Trust Fund on behalf of its employees as a result of a Rehabilitation Plan as required by the Pension Protection Act (PPA). In the event that the Employer is required to increased its contributions to the Automotive Industries Pension Trust Fund, any such increase shall be borne by the Employer in accordance with the current subscriber agreement referenced above.

An eligible employee as referred to in this Section means an employee who is on the payroll of the Employer on the first of the month for which contributions is being made.

SECTION 10: TOOL INSURANCE

The Employer will provide insurance on replacement value of employee's tools against loss by fire or burglary where there is evidence of forced entry into the shop building (but not for loss by mysterious disappearance) provided the employee furnishes his Employer a list of his tools on an inventory form and notifies his Employer when he removes his tools from his Employer's premises. Inventory forms shall be completed annually and shall be up-dated as new equipment is acquired.

SECTION 11: OCCUPATIONAL SAFETY HEALTH ACT (OSHA)

The Employer, the Union, and the employees covered by this Agreement agree that Occupational Safety Health Act regulations under the law must be complied with, and that failure to so comply on the part of an employee may be grounds for termination.

SECTION 12: GRIEVANCE PROCEDURES

Both parties agreed that in the event of a dispute concerning the meaning and/or interpretation of this Agreement, a Board of Adjustment shall be appointed consisting of two (2) members appointed by the Employer and two (2) members appointed by the Union. Appointees shall not be the Employer who is party to the grievance and the Union appointees shall not be Business Representatives or Officers of the Union. This Board shall meet for consideration of all matters submitted to it, in writing, within six (6) days subsequent to receipt of same.

If within six (6) days, this Board cannot agree on the question referred to it, the parties shall choose an Arbitrator who shall have no connection with either party. A majority decision by the Board of Adjustment or the Arbitrator shall be final and binding upon all parties concerned. Any expense incurred through choosing an Arbitrator will be divided equally between the parties signatory hereto.

There shall be no strikes or stoppages of work by the Union or lockouts by the Employer pending settlement of any dispute. The right to arbitrate any dispute shall be waived in the event the aggrieved party does not give written notice to the other party to the dispute within thirty (30) calendar days of the occurrence of the event in dispute.

SECTION 13: WARNING NOTICE-SUSPENSION-DISCHARGE

A. The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least two (2) warning notices of the complaint against such employee to the employee, in writing, and a copy of the same to the Local Union for the following violations:

1. Violation of posted Employer/Governmental Safety rules.
2. Violation of Employer's posted Work Rules.
3. Incompetence.
4. Fighting while on duty.
5. Willful negligence.
6. Failure to perform the work required.
7. Talking to customers or other employees in a derogatory and malicious manner about the Employer or his business.
8. Repeated or habitual tardiness or absenteeism.

B. No warning notice need be given to any employee before he is discharged or suspended if the cause of such discharge is for the following:

1. Consuming any kind of intoxicant while on duty.
2. Use or possession of drugs which would affect mental capacity without having a physician's prescription for such drugs.
3. Intoxicated while on duty.
4. Gross insubordination.
5. Recklessness or carelessness resulting in serious accident or injury.
6. Proven dishonesty.
7. Proven theft.
8. Conviction of a felony.
9. Moonlighting, an industry in competition with the Employer.

C. The warning notice as herein provided shall not remain in effect for purposes of disciplinary action for more than twelve (12) calendar months from the date of said warning notice. The Employer will not discharge or suspend any employee without first having given at least two (2) warning notices of the complaint against such employee, except as outlined in (B) above. Warning notices shall be in writing with a copy to the affected employee and a copy sent to the Local Union. Warning notices to be considered valid must be issued within ten (10) calendar days from the date of the occurrence or ten (10) calendar days from the time the alleged violation becomes known.

In cases where dishonesty or theft is involved, the discharge must be within a reasonable time after the discovery of the alleged dishonesty or theft.

D. An employee may appeal a discharge or suspension or warning notice; however, such appeal must be taken within ten (10) calendar days by written notice to the Employer. Failure to appeal within such ten (10) day period shall mean the appeal is waived.

SECTION 14: TERM OF AGREEMENT

This Agreement shall remain in full force and effect from February 1, 2019 to January 31, 2020, and from year to year thereafter; however, either party signatory hereto may sixty (60) days prior to January 31, 2020 give notice in writing of a desire to alter, amend or terminate; in such case, negotiations shall be entered into within fifteen (15) days after date of notification, unless otherwise mutually agreed to.

IN WITNESS WHEREOF the parties hereto witness their hands and seals by their respective officers duly authorized to do so this 15th day of February, 2019.

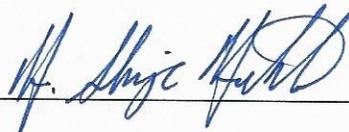
FOR THE EMPLOYER:

FOR THE UNION:

CAIETTI'S TRUCK REPAIR

MACHINISTS AUTOMOTIVE TRADES
DISTRICT LODGE NO. 190 for and on
behalf of MACHINISTS AND
MECHANICS LODGE NO. 2182,
I.A.M. & A.W.

BY:  _____

BY:  _____