

AN

AGREEMENT

BETWEEN

CORLEY MANUFACTURING COMPANY

AND

**SUCCESS LODGE NO. 56
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND
AEROSPACE WORKERS**

EFFECTIVE FROM

AUGUST 26, 2019 THROUGH AUGUST 28, 2022

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AGREEMENT

THIS AGREEMENT made and entered into on this the 26th day of August, 2019, by and between CORLEY MANUFACTURING COMPANY of Chattanooga, Tennessee, hereinafter called the Company, or its successors, and Success Lodge No. 56 INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, hereinafter called the Union, representing and acting for and on behalf of the employees within its bargaining unit as described hereinafter.

ARTICLE 1 RECOGNITION

The Company recognizes the Union as the sole collective bargaining agency for all employees within the jurisdiction of the Local Union. It is understood that the jurisdiction does not include the foremen, supervisory force, and clerical employees.

ARTICLE 2 MANAGEMENT RIGHTS

(a) The Company shall have the right to direct and control the operations of its business, including the right to hire, discipline, discharge, transfer, lay off, assign, demote, or promote its employees subject to the provisions of this Agreement. Consideration shall be given the members of the Union in employing additional help, provided the Union is able to supply qualified workers.

(b) The Company may, from time to time, make and post shop rules or revise and modify rules and regulations as it may deem necessary and proper for the conduct of its business, provided that the same are not unreasonable nor inconsistent with any of the express provisions of this Agreement.

(c) The Company may exercise the exclusive right to introduce new or improved production methods, facilities or equipment and to introduce new or improved personnel standards.

(d) In the event new production involving different operating job classifications, such as heavy duty shears or press brake are added, the Company shall determine at what level those jobs will be fitted in among existing job classifications in similar companies in the Chattanooga area employing members of Machinists Union. If the Union does not agree that the rate thus established has been reasonably arrived at as above set forth, it may be made the subject of a grievance or resolved in such other manner as parties may agree. This provision is in no way intended to include new or improved models of equipment presently being used.

ARTICLE 3 NEW EMPLOYMENT

Employment for a period of sixty (60) days actually worked shall establish the proficiency of new employees, and after that time, no employee working under the jurisdiction of this Agreement shall be discharged or penalized without just and sufficient cause.

ARTICLE 4 JURISDICTION

(a) The Machinists Union shall have jurisdiction over work consisting of making, erecting, assembling, installing, maintaining, repairing, or dismantling of all or any part thereof of all machinery, engines, motors, pumps, Diesel, and all other metal devices, either transmission, excavating, elevating, shooting, or conveying; whether driven by hand, foot, steam, electricity, gas, gasoline, naphtha, benzoil, oil, air, water, or other power, including all metal appurtenances, thereto, composed of steel or iron. Floor, bench and vise work, and operating of machines such as Planers, Lathes, Turret Lathes, Milling Machines, Slotters, Grinders, Shapers, Boring Mills, Gear Cutters, Floor Hands, Machine Adjusters, General Erectors of machinery, Jigs and Tools and Die Makers. It is agreed that the Union jurisdiction shall include employees performing autogenous welding in connection with the machinist work and stockroom workers handling material for stock, production and shipment.

(b) Anytime an Assembly Man "A" or any other bargaining unit employee is used on building maintenance work or other than routine machine maintenance work, he will be paid one dollar (\$1.00) above Machinist's "A" maximum rate. If Helper assists him in such maintenance work, he will be paid Machinist's "B" maximum rate. This provision is not intended to deprive Company of the right to contract out maintenance work.

(c) Work normally performed by employees within the bargaining unit that can be performed as economically by such employees, with available equipment and obtainable raw materials within the time required for completion of such work, will not be subcontracted at any time such employees who normally perform that work are laid off out of the plant, or are scheduled to work less than forty (40) hours per week. When Corley Manufacturing Co., Chattanooga Works, foresees the possibility of using outside contractors under the above conditions, the Company will notify the Shop Committee chairman prior to subcontracting the work. The Company, if requested, will meet with the Shop Committee chairman and a designated committee person to discuss the work possibly being subcontracted. In case of an emergency, the Shop Committee chairman will be notified the following workday.

ARTICLE 5 GRIEVANCE PROCEDURES

(a) A shop committee of three members shall be elected or appointed by the Union. It is preferred that members of the Committee be elected from different departments of the plant. The Union or the Company shall have the privilege of calling in any representative or agent, including business or international representative, to take part in disputes.

(b) All conferences and grievance meetings between the Company representatives and the Committee shall be held during regular working hours and without loss of time to the Committee or the employee involved. When a second shift employee is involved the meeting will be scheduled for 3:00 P.M., with the second shift employee attending from 3:00 P.M. to

3:30 P.M. The second shift employee will be paid at his regular rate for the time attending the meeting between 3:00 P.M. and 3:30 P.M. If a meeting is not completed by end of shift, the Committee has the option of continuing at no pay or rescheduling. The Company has the option to continue the meeting with pay to the Committee. If the meeting involves a second shift employee and continues at the request of the Company past 3:30 P.M., the shop committee will be paid for the time in attendance thereafter.

(c) In the event an employee is laid off or discharged and after investigation it is determined by the procedure provided herein that such employee has been laid off or discharged without just cause, such employee will be returned to work and, at the discretion of the arbitrator, may be paid for actual time lost at his basic hourly rate, less any money earned during discharge or lay-off, provided the complaint was filed in writing with the Shop Committee and the Company within five (5) days after his discharge or lay-off.

(d) All complaints, disputes or controversies arising between any employee, group of employees of the Union and the Company involving questions of interpretation or application of any provision of this Agreement shall be adjusted in the following manner:

- (1) **First**, between the employee and the Foreman of his department -- a shop steward shall be present if the employee requests; and if the matter cannot thus be satisfactorily adjusted within forty-eight (48) hours, excluding Saturday and Sunday; then,
- (2) **Second**, the grievance must be reduced to writing, stating the nature of the grievance, by the party aggrieved and submitted to the Shop Committee, with a copy furnished the Company official and foreman of the aggrieved employee within three (3) working days. The Company shall reply in writing within three (3) working days. The grievance must then be returned to the foreman within three (3) working days marked either

“Union accepts answer” or “Union does not accept answer.” If the matter is not settled then,

(3) **Third**, a meeting shall be held within three (3) working days between the Shop Committee, the employee and the designated Company officials or representatives. The decision reached at this meeting shall be reduced to writing within three (3) workdays and four (4) copies thereof given to the Shop Committee.

(4) **Fourth**, if a satisfactory agreement is not reached in the third step, then within five (5) workdays after written decision is delivered to Shop Committee, unless the time is for good reason mutually extended, a meeting shall be held between the Business Agent and/or the Grand Lodge representative of the Union and the duly appointed representatives of the Company and the above parties in the third step. If the grievance is not satisfactorily disposed of after these procedures, it shall go to arbitration as set forth in Article V of this Agreement, no later than ten (10) working days after the next regularly scheduled monthly meeting of the Union but in no event longer than thirty (30) workdays after fourth step meeting. Otherwise, grievance will be judged to have been dropped.

(e) If the Company or the Union fails to abide by the stated time limits, the aggrieved party may notify the offending party of the failure in writing. If the failure has not been cured within three (3) work days after the offending party’s receipt of this notice, the grievance shall be deemed settled in favor of the aggrieved party without precedent. The time limits as set forth herein may be waived or extended by mutual agreement expressed in writing.

(f) In order that grievances may be properly investigated by the Company, the written copy thereof shall be furnished the Company at least one (1) day in advance of any

conference to be held on the same. Company shall likewise be given not less than two (2) days advance notice of the employees, other than the Committee and grievant, that the Union will want to have attend any fourth step grievance meeting and arbitration hearings.

(g) Any employee or committeeman will inform his Foreman upon leaving his place of work to discuss or handle a grievance.

(h) Notwithstanding any other provision of this Article, representatives of the Company and the Union will meet periodically to discuss problems of mutual concern. To facilitate such discussion the Company will waive the time limit for filing a grievance as set forth in this Article V of the Agreement for issues which the Union notifies the Company it wants to discuss, provided such notice is given within thirty (30) calendar days of the date the Union becomes aware of the issue. In the event the discussions do not resolve the issue, the Union may initiate an appropriate grievance.

ARTICLE 6 ARBITRATION

(a) In the event that the parties are unable to reach a satisfactory settlement of the complaint, the matter may, upon mutual agreement, be referred to Federal Mediation and Conciliation Service for assistance in adjusting the dispute.

(b) If the dispute cannot be adjusted through mediation, either party may immediately request Federal Mediation and Conciliation Service to submit the names of seven (7) regular arbitrators, and the representative of the Company and the Union shall each alternately strike one name from such list until six names have been eliminated, and the remaining name shall be the arbitrator. The party who strikes first shall be determined by a coin toss.

(c) The matter in dispute shall be submitted by the aggrieved party in writing. The arbitrator shall consider such evidence and arguments as may be submitted, and his decision shall be final and binding upon the parties. Either Company or the Union may be represented by

an attorney-at-law, or representative, who shall have the right to examine and cross-examine witnesses.

(d) The expenses of the arbitrator and/or mediator shall be borne equally by the parties.

(e) This Agreement shall not be changed, altered, or added to by arbitration but the award of the arbitrator shall, in every case, be consistent with the terms of this Agreement and shall be limited to questions involving the application of performance of this Agreement.

(f) All arbitration hearings will be held without loss of pay to the Committee and the grievant provided they occur during the hours of the normal workweek.

ARTICLE 7 SENIORITY

(a) Seniority, whenever referred to in this Agreement, is defined as length of continuous service within the bargaining unit. When the seniority of more than one employee is the same, determination will be made alphabetically.

(b) In case of lay-offs, promotions and transfers, seniority will prevail provided the employee has sufficient skill, ability, efficiency and physical fitness to do the work. The Committee will be informed of any action to be taken in this regard.

(c) Seniority lists will be posted on the Bulletin Board within thirty (30) days after the signing of this Agreement and will be revised and posted upon request by the Committee. Four (4) copies of the seniority list as posted will be furnished to the Shop Committee. If no complaint is made within fifteen (15) days after posting, the list as published will be assumed to be correct.

(d) An employee's services will be terminated with the loss of his seniority status for the following reasons:

- (1) Voluntary resignation from the service of the Company, whether by formal resignation or by abandonment.
- (2) Discharge unless revoked through grievance procedure.
- (3) Absence from duty for three (3) workdays without notification to the Company unless employee can prove that communication was impossible and that notification was given as soon as communications were available. Absence shall be reported by telephone or letter to the Personnel Department, the employee's supervisor, or any member of plant supervision.
- (4) Failure to return to work from a lay-off within five (5) workdays after receipt of notification to return or after the return of such notice to Company by reason of inability of post office to deliver, provided the same was mailed to the last address left by the employee with the Company, or failure to notify the Company of his intentions within five (5) calendar days after receipt of notification to return provided that his return to work will not be later than fourteen (14) calendar days after receipt of notice. If no response is given by the seventh calendar day after mailing of certified notice, a telephone call (reaching the employee personally) witnessed by the chairman and one other shop committee member shall *serve* as proper notice. In the case of disability during a layoff due to sickness or accident, if the disability continues two (2) years following recall, the employee will be removed as an employee. A recalled employee who is disabled must so notify the Company within five (5) workdays of recall notice and submit a physician's report within fourteen (14) calendar days of recall notice. If the initial report is not from

the physician, there will be an additional thirty (30) calendar days for confirmation by the physician.

- (5) Prior to the above-referenced time limit, if any employee is determined permanently disabled by a physician and the Social Security Administration and draws Social Security disability benefits, he shall be removed from employment at that time. If a disabled employee does recover to the extent that his physician certifies he can perform the full range of normal job duties and he reapplies for employment, he will be given preference for rehiring over any equally qualified applicant.
- (6) Notices by the Company in this subsection shall be by certified or registered mail (return receipt requested) or by telephone call witnessed (and documented) by the Company and at least two (2) members of the Union's shop committee (including alternate members).

(e) In the event an employee is laid off, for an employee hired prior to January 1, 2010, seniority will cease to accumulate after a period of two (2) years in which case the employee will retain all seniority accumulated to this date. Recall rights from the date of layoff will be the length of the employee's seniority. For an employee hired on or after January 1, 2010, recall rights from the day of layoff shall extend for two (2) years. For employees hired on or after January 1, 2020, recall rights from the day of layoff shall extend for two (2) years or accumulated time of service, whichever is shorter.

(f) Recall will be by seniority to employee's highest or last job classification or to an equal or lower job classification provided the employee has sufficient skill, ability, efficiency, and physical fitness to do the job. The employee will not be permitted to seek recall into the top two (2) classifications in each department unless the employee seeking to make such a lateral move furnishes the Company with acceptable proof of qualifications or previous experience on

the type of work done in the classification into which he is seeking to be recalled. It is the responsibility of the employee to notify the Company of any experience or training received before or during the layoff period. An employee who accepts a layoff from his job classification rather than going to a lower or equal job classification may only return to his job classification.

(g) If an employee chooses not to return to work on recall to a classification other than the highest one to which he has recall rights, he will not be included in recalls to any other classification other than that highest classification.

(h) New employees will be employed on a temporary basis for the first sixty (60) days actually worked. If retained after this probationary period, they will be considered regular employees with seniority status as of the date of employment.

(i) Lay-offs of one week, or less, due to emergencies such as lack of material or machine breakdown will be considered temporary and the Company will not be required to apply the rules governing seniority rights.

(j) Employees in a higher classification who are laid off will have the right to replace employees in equal or lower rated classifications with less seniority provided such employee is competent to efficiently perform the work of the classification into which he is bumping, and further provided such lateral transfers into equal classifications will not be permitted among jobs in top two classifications in each department unless the employee seeking to make such a lateral move furnishes the Company with acceptable proof of qualifications or previous experience on the type of work done in the classification into which he is seeking to bump. He will bump the least senior employee within the classification he is bumping into and if bumping into a lower classification he will receive the maximum rate of pay for such lower classification; but if bumping into an equal classification, he will start at his current rate unless he had experience in that classification, in which instance he will start at the same amount above the minimum rate of that classification that he was being paid when he was in that classification. An employee

displacing a less senior employee in this fashion will have twenty (20) working days to demonstrate his ability to perform such work; failure to qualify within twenty (20) workdays will result in the employee being laid off in that classification. Employees laid off in this fashion will be allowed to displace the least senior employee in an equal or lower rate classification as above outlined. Such employees will be returned to the high rated or equal classification as soon as conditions permit, provided the employee did not reject an entitlement to an equal or lower classification immediately prior to layoff.

(k) It shall be the policy of the Company to promote its own employees. When a job becomes permanently vacant, or when a new job is created, the Company shall post a notice for three (3) full workdays on the bulletin board, and for the first vacancy created thereby, the Company shall post a notice for two (2) full workdays on the bulletin board, and for the second and third vacancies created thereby, the Company shall post a notice for one (1) full workday on the bulletin board. The senior bidder with sufficient skill, ability, efficiency, and physical fitness to do the work will be notified of his successful bid within ten (10) workdays after the notice of vacancy has been removed from the bulletin board. The successful bidder will be put in the new job within twenty (20) workdays (thirty (30) workdays if the posting of a notice is required to fill first vacancies created thereby) after receiving notice of his successful bid or paid the new wage rate or his present wage rate whichever is higher. Nothing in this Agreement, however, is intended to restrict the Company from not posting a vacant job if the job is not to be filled. If the job at issue is not to be filled, the Company will post a notice of that intention for three (3) full workdays. The foregoing bidding procedure need not be followed where student and co-op students are employed for school vacation periods.

(l) A bid may be submitted by an absent employee through the shop committee; provided, he has given the shop committee advance written authorization. Where advance written authorization is not possible, authorization may be made through the placement of a

telephone call to the plant superintendent during regular working hours verified by the shop committee.

(m) If the successful bidder is absent due to temporary disability due to accident or sickness, the job will be held open for thirty (30) days; provided, the Company receives from the employee's physician, written notification that the employee is expected to be released to return to work within that thirty (30) day period.

(n) The senior qualified bargaining unit employee indicating an interest may take the job being performed by a summer student if such job is higher rated than the one held by the bargaining unit employee and if such employee is not in his probationary period. Such job may be held only for the duration of the employment of the bumped student. This section does not apply to permanent vacancies.

(o) The above outlined procedure for posting job vacancies is applicable only to the initial vacancy and to first, second, third and fourth vacancies created thereby, and not to subsequent vacancies created thereby which shall be filled by offering to senior qualified employees.

(p) Employees are only eligible to bid on a job with a higher hourly rate of pay than their present job or within the same wage-rate range as their present job. No employee shall be permitted to bid on a job within a lesser wage-rate range than that occupied at the time by the bidding employee, except that an employee may bid down into a lesser wage-rate range providing he states a reason therefore and it is other than he desires an easier job. Once an employee has bid down, he may not again bid upward for six (6) months. If an employee successfully bids down into a lesser wage-rate range (and if his current rate is higher than or equal to the mid-point), he shall start at the mid-point within that range unless the employee has prior work experience in the classification. If the employee has prior work experience in the classification, he shall start at either the mid-point within the range or the point within the range

equivalent to that which he was paid when he last worked in the classification, whichever is higher. If the employee has no prior work experience in the classification and his current rate is lower than the mid-point in the range, he shall start at his current rate or the bottom of the classification, whichever is higher. "Prior work experience" shall mean having been hired into, or awarded a job through the bidding process, and having successfully completed the probationary period of sixty (60) days actually worked.

(q) An employee having exercised his seniority rights to fill a job vacancy by bidding on the same may not again rely thereon to seek to fill another job vacancy by bidding for a period of four (4) months. He may exercise his seniority for shift preference purposes not more often than four (4) months.

(r) In the event the successful bidder fails to satisfactorily perform on the new job at any time during the probationary period of sixty (60) days actually worked, he shall be reinstated in his former classification with his former rate of pay with his ability to bid on another job vacancy restricted for fourteen (14) calendar days. In the event the successful bidder voluntarily chooses to return to his former classification during the probationary period, he may not seek to fill another job vacancy by bidding for the remainder of the applicable restriction of four (4) months from the date of the bid's award.

(s) The parties agree that the Company will not require a physical examination as a condition of re-employment except as follows:

- (1) If requested by the Company, employees that have been absent from work due to illness or accident for two (2) consecutive weeks or more, shall upon returning to work provide the Company with a release by the employee's physician to return to work. If employee does not provide such a release, Company may require a physical examination at Company expense.

- (2) The Company may require a physical examination if an employee chooses to bid down for health reasons and in the event he desires to later bid upward.
- (3) The Company may require a physical examination if an employee has, for a period of six (6) months or more, been on layoff or absent due to sickness or accident if such examination is job-related and consistent with business necessity. Should the employee disagree with the required physical examination results, he may seek a second opinion from one of three physicians whose name will be supplied by the Company.
- (4) Should the examinations referenced in (3) immediately above result in the decision the employee may not return to his classification but is able to work in another classification, and should the employee possess the present skill and ability, he may utilize the procedures as outlined in paragraph (g) of this Article. In case of layoff, normal bumping procedures will be followed.

(t) If, after the effective date of this contract, any job is terminated because changes in products have eliminated need for such job, anyone actively employed in such job may first exercise his seniority and, if no job is available, will be allowed to make one transfer into a single other classification in accordance with the seniority provisions applicable to lay-offs. In the event the employee does not qualify for such new classification within sixty (60) days actually worked, he will assume lay-off status.

(u) Bargaining Unit employees that accept Foremen or Supervisor's or any other Company position shall not accrue Bargaining Unit seniority for time served outside the Bargaining Unit. In the event an employee returns to work within the jurisdiction of the

Machinists Bargaining Unit within one (1) year he shall receive his accumulated bargaining unit seniority and the rights which he had prior to his transfer from the bargaining unit.

ARTICLE 8 APPRENTICES

Apprentices may be employed and they shall be indentured in accordance with the recommendations of the Federal Committee on Apprenticeship.

ARTICLE 9 HOURS AND DAYS OF WORK

(a) All employees coming under the provisions of this Agreement shall be paid on an hourly basis. The Company will have the right to propose an incentive plan at any time to be considered by the Union. It is understood that the Union will consider the same.

(b) The work day for the first shift shall commence at, or between the hours of, 6:00 A.M. and 7:00 A.M., except that the Company may continue the Stockroom hours in accordance with past practice. The work day for the second shift shall commence at, or between the hours of 2:30 P.M. and 3:30 P.M., except where a weekend is worked, the second shift may be scheduled at an earlier starting time than usual. The workday shall consist of eight (8) consecutive hours, exclusive of lunch period, and the workweek, forty (40) hours of five (5) consecutive workdays. This shall not be construed as a guarantee of employment. All work performance in excess of eight (8) hours in any scheduled 24-hour day or 40 hours in a scheduled workweek shall be paid for at the rate of one and one-half times the base rate pay, except as noted below. Shift preference shall be by seniority within the same job classification but may not be exercised more than once every four (4) months. The Company shall provide at least ten (10) workdays' notice of any change to a workshift.

(c) All work performed on the following legal holidays: New Year's, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and Employee's Floating Holiday, shall be paid at one and

one-half times the base rate of pay. It is the express intent of the parties that no work shall be performed on Labor Day. When any holiday falls on Saturday, the preceding Friday will be observed as the holiday. When any holiday falls on Sunday, the next day following shall be observed as the holiday. If the following day, Monday, is already a holiday, the Company shall pay for both holidays but shall have the option of working on Tuesday with premium pay as specified in paragraph (f) of this Article.

(d) All work performed on Saturday, shall be paid for at the rate of one and one-half times the base rate of pay, and all work performed on Sunday or after twelve (12) hours' work on any one day shall be paid for at the rate of double the base rate of pay.

(e) Notwithstanding any other provisions of this Article, an earlier starting time of as much as one hour may be used for the purpose of working overtime on a voluntary basis. The end of the shift shall not be earlier than the end of the normal workshift. Overtime will be paid only for time worked in excess of eight (8) hours for that day.

(f) The following days shall be considered paid holidays:

New Year's Day

Good Friday

Memorial Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

Employee's Floating Holiday

(g) An employee may take one (1) floating holiday each year provided he gives the Company notice in writing no less than twenty-four (24) hours before the day he intends to take.

(h) Employees will receive eight (8) hours' pay at their regular straight-time rate for each holiday listed above, provided they actually work all time scheduled on their last scheduled shift before the holiday and worked all time scheduled on their first scheduled shift after the holiday. (Scheduled not to exceed eight (8) hours). An employee who wishes to utilize one (1) day of vacation entitlement on the workday immediately before or after the holiday shall notify the Company one (1) week before the desired vacation. Such one (1) week notification may be waived by the Company. An employee with no vacation entitlement will be allowed to utilize one (1) leave of absence day per contract year after making a timely request as set forth above. Tardiness or absence on either the last or first scheduled shift shall not disqualify an employee from holiday pay if it is reasonable or unavoidable. Further, except (1) in case of sickness covered by a doctor's statement, an employee may be absent thirty (30) days before and fifteen (15) days after a holiday, or (2) in case of layoff an employee may be absent thirty (30) days before and fifteen (15) days after a holiday, or (3) a compensable accident for which he is receiving worker's compensation an employee may be absent thirty (30) days before and fifteen (15) workdays after, provided he furnishes doctor's certificate, and (4) absence due to the death of wife, husband, daughter, son, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-brother, step-sister, grandchildren, stepchildren, stepparents or legal guardian, (5) absence due to jury duty, (6) temporary absence of two weeks plus a day before and the day after for service in the National Guard, an employee may be absent the day before and the day after a holiday.

(i) It is further understood that, in addition to the above requirements, any employee, to be eligible for paid holidays, must also have been in the employ of the Company for at least thirty (30) calendar days, excluding the floating holiday which may not be taken until after the completion of the probationary period.

(j) If any employee is working on any of the holidays named in paragraph (f) above, such employee shall be paid for eight (8) hours straight-time plus time and one-half for each hour worked. Employees shall receive eight (8) hours' pay at the rate they were receiving the day prior to the holiday.

(k) Neither Saturday nor Sunday work will be scheduled when a holiday falls on Friday or Monday. Employees may work on such Saturday or Sunday if they choose to work after being asked by Company.

(l) When weekend overtime is required, it will be posted prior to the end of the regular shift on the preceding Wednesday. Scheduled weekend overtime shall not be cancelled after the end of the shift on Thursday, except in case of emergency, including, without limitation, lack of material, equipment failure, emergency shutdowns of plant or any department, or any conditions beyond the Company's control. Any weekend overtime scheduled after Thursday noon will be on a completely voluntary basis. If requested, an employee will be excused from working a third consecutive weekend, including daily overtime on the preceding Friday.

(m) When an employee works over ten (10) hours, the Company shall pay him a meal allowance of \$7.00.

(n) Pay for the preceding week will be made at the end of the shift on Thursday. An exception will exist for a delay beyond the control of the Company and then it will be paid on Friday.

(o) In the event that the Company implements a workweek schedule of less than forty (40) hours and thereafter determines a need for non-overtime work, the Company shall assign that non-overtime work in the same manner as overtime work.

ARTICLE 10 TRANSFERS

(a) When an employee is temporarily transferred for more than fifteen (15) minutes to a job within a job classification having a higher wage range than his regular job, he shall receive the highest rate of the classification in which he is working, retroactive to the time he commenced work on the new job. Employment pursuant to a continuous transfer shall not be broken by the employee working out of the higher classification for less than four (4) continuous hours. When the employee is returned to his former job, his former wage rate applies from the time of his return. Should an employee be temporarily transferred to a lower paid job, he shall continue to receive his regular rate of pay. Temporary transfers of more than five (5) workdays' duration will be subject to bumping by seniority within the classification of the transferred employee at the end of the current pay period. Any employee on temporary transfer for more than thirty (30) continuous days actually worked shall have the right to return to his previous job at his option. When, in the discretion of the Company, production requirements permit, transfers under this Article of more than two (2) days will be made in reverse seniority order if skill, ability, efficiency, and physical fitness are sufficient to immediately perform the work.

(b) When an employee receives a permanent promotional transfer, he shall receive not less than a minimum wage applicable to the job classification to which he is promoted, or the wage which he previously received, whichever is higher.

ARTICLE 11 WAGE RATES AND JOB CLASSIFICATIONS

(a) The wage rate and job classifications for the employees covered by this Agreement are attached and recognized as part of this Agreement.

(b) The Company will establish and maintain job descriptions that do not conflict with any provision of this Agreement. Company will furnish Shop Committee with four (4) copies of all such job descriptions and each employee will be given a copy of the job description of the job to which he is assigned.

(c) The seniority list will indicate which of the four departments to which he is assigned, those departments being machine shop, weld shop, assembly or stockroom/labor.

(d) Employees in the job classifications of Machinist "B", Assemblyman "B" and Welder "B" will be automatically moved up to the job classifications of Machinist "A", Assemblyman "A" and Welder "A" respectively when they have been in such lower classification for a maximum of four (4) years and have been at the top of the scale for such classifications not less than six (6) months, provided that there are not employees in the Machinist "A", Assemblyman "A" or Welder "A" classifications on lay-off. Time that an employee is on lay-off shall not be counted toward such for (4) years. This shall not prevent earlier promotions.

(e) Welder "B" must be able to do everything done by a Welder "A" including working alone except that he does not work alone on precision weldments such as carriage frames, edger frames, husks, trimmer frames, line bar frames and the like.

(f) Stock Chaser may use hoists, motorized lifts and handpowered material trucks in the production areas in the performance of his Stock Chaser duties. Production areas shall include all manufacturing areas including the Casting Shed (with passage through alleyway) and the main plant back porch in their present locations.

(g) Employees may be required to record, by either manual or electronic means, their job process information such as work order number, item number, operation number, start time, stop time, downtime and setup time.

**ARTICLE 12
VACATIONS**

(a) Employees who are eligible for vacation and have been absent for one hundred (100) calendar days or longer due to accident and/or illness and/or layoff will not be required to take vacation but may take vacation at employee's option. This option includes the number of days to be taken. The vacation days in July and December shutdowns and the option to delay are as stated in the contract.

(b) The vacation schedule shall be as follows:

YEARS OF CONTINUOUS

SERVICES	DAYS	AMOUNT
Up to		
1 year	1/12 of 5 days per month	2% of gross earnings as hereinafter defined
1 year	5	2% of gross earnings as hereinafter defined
2 years	7	2.4% of gross earnings as hereinafter defined
3 years	10	4% of gross earnings as hereinafter defined
8 years	15	6% of gross earnings as hereinafter defined
15 years	20	8% of gross earnings as hereinafter defined
20 years	23	9.2% of gross earnings as hereinafter defined
25 years	25	10% of gross earnings as hereinafter defined

(c) Computation of gross earnings shall include the amount received for all straight-time hours worked plus overtime and shall in addition include holiday pay and vacation pay. The computations of gross earnings in all instances shall be based on the period beginning with the first Monday of the first workweek beginning after the last day (Saturday) of the last full

workweek in May of the previous year and ending with the last day (Saturday) of the last full workweek in May of the current year for which vacation pay is being computed.

(d) In addition, in the event an employee actually worked at least 1040 hours during the previous year, credit toward the computation of gross earnings will be given for each workday for which the employee would have been scheduled and for which the employee received workers' compensation and/or sickness and accident benefits at the employee's regular rate for eight (8) hours.

(e) The anniversary date for vacation shall be the last day (Saturday) of the last full week in May of any year. The employee will be given a copy of his vacation record and as vacation is taken, it will be updated. An employee off from work on account of accident, sickness or lack of work, for the purpose of eligibility for vacations, will be considered in the service of the Company. At the employee's option, vacation pay shall be paid the last Friday in June or the last payday prior to the employee's vacation. Vacation days that are to be taken other than those scheduled during the shutdown period may be scheduled from July 1 to May 31 or any nonscheduled workday in June. Vacation in excess of shutdown days need not be taken. The Company may shut down operation for the first two weeks of July and the workdays between Christmas and New Year's. The July shutdown may begin the week after the last full week of June or with the first full week of July. Notice of the July shutdown will be made not later than June 1, and notice of the December shutdown will be made not later than the Friday of the first full week of December. Eligible employees may, at their option, delay up to a combined total of eight (8) days of vacation (five (5) days in July; three (3) days in December) they are entitled to during the shutdown periods and be placed on leave without pay during that time if they choose to delay the taking of up to eight (8) days of vacation provided they give written notice of their intentions in this regard at least four (4) weeks in advance of shutdowns in July and at least two (2) weeks in advance of shutdowns in December. Those delayed days of

vacation and any additional vacation due in addition to the days provided for vacation shutdowns, the employee shall make request for at least four (4) weeks in advance of the vacation period desired. Company shall give such a request every consideration and will grant the same if it does not interfere with the efficient operation of the Company. Employee will be notified of Company's decision not later than two (2) weeks prior to the period requested.

(f) When an employee's actual anniversary date is reached during the year, he will receive additional vacation pay amounts, if any, beyond that which has already been paid which he would have been due according to the above schedule had the actual anniversary occurred on the last day (Saturday) of the last full week of the immediately preceding May. The additional vacation days associated with any additional payment made under this provision will be awarded at the time this payment is made.

(g) Each new employee who has less than one year of continuous service with the Company shall earn one twelfth (1/12) of five (5) days per month until his first anniversary date (May). This will be paid out at two (2) percent. There shall be no entitlement unless the probationary period is over. Vacation entitlement earned in one year is to be used in the subsequent year; therefore, the days earned in an employee's first year of employment constitute the entire vacation entitlement that the employee has until they reach their second anniversary date and paragraph (f) is in force.

(h) An employee leaving the services of the Company for any reason will be granted and paid all vacation earned; this includes the time before or after the vacation anniversary date.

(i) Vacation days in excess of those scheduled to be taken in July and between Christmas and New Year's or at any time as provided may be, if requested by employee, used on days absent for emergencies such as but not limited to employee's sickness, or sickness in the employee's immediate family provided the employee obtained approval of his foreman at least one day in advance of the absence.

(j) Should any bargaining unit work be scheduled during scheduled shutdown in July or December, it will be offered to (1) employee last on job, (2) by seniority to employees in classification, (3) by seniority to employees in the department who have sufficient skill and ability, (4) by seniority to employees with sufficient skill and ability outside the department. Temporary transfers will be made according to Article 10.

ARTICLE 13 BULLETIN BOARDS

(a) Company will provide a large glass-enclosed Bulletin Board. Company will also provide a bulletin board in the lunch room and near the time clock for employees to post personal notices which must not, however, be of a political or derogatory nature.

(b) Company will post on such main Bulletin Board names and locations of the Shop Committee and Safety Committee which will be kept current.

(c) Copies of all notices posted by the Company for information of the employees will be given to the Shop Committee.

ARTICLE 14 SANITATION

Sanitary drinking fountains will be provided to furnish cold water. Floors, lockers, toilets and washrooms will be kept in good repair in a clean, dry and sanitary condition, and employees will cooperate to this end. An employee who fails to cooperate in maintaining sanitary conditions after being warned concerning same, will be subject to disciplinary action. Shop locker rooms and washrooms will be lighted and heated in the standard manner consistent with present shop building facilities.

ARTICLE 15 REPORTING OR CALLED FOR WORK

(a) Employees required to report for work during scheduled hours and so reporting, but no regular work available, will be paid for a minimum of four (4) hours at straight-time rates

or appropriate overtime rates as dictated elsewhere in this Agreement and the employees will be required to do such work as called for or other work that may develop during such time. However, an employee, so called in, will not be required to do work normally done by someone temporarily laid off. This provision does not apply in case of emergency shutdowns of plant, or any department, arising out of conditions beyond the Company's control.

(b) In the event an employee is called back to work after he has completed the scheduled hours and after he has taken a bath or changed clothing in preparation to leaving the plant, he shall be paid for two (2) hours' work at double time, and shall be paid the regular overtime rate for all work after the first two hours.

ARTICLE 16 LEAVE OF ABSENCE

(a) An employee may be granted, upon application to his Foreman, a limited legitimate leave of absence for good reasons without prejudice to his seniority or any other rights. Employment elsewhere not sanctioned by the Union and the Company during such leave of absence shall automatically cancel seniority and any other rights of the employee. Leaves, if given, may be good for 25 days, after which they may be extended for a successive 25-day period, provided application therefore is made in writing. All requests for extensions must be made at least 5 days prior to the expiration of the current leave of absence.

(b) Officers and/or special representatives of the Union, not to exceed one member who is an employee of the Company and who has been selected by the Union as its representative, shall be granted upon application an indefinite leave of absence without pay to take care of the Union's business; however, the employee's pension rights will terminate after five (5) years.

(c) Employees elected to a full-time public office shall be granted an indefinite leave of absence, without pay, to fill said office; however, the employee's pension rights will terminate

after two (2) years. When the employee's elected term is over, he must report back to work within ten (10) days.

**ARTICLE 17
OVERTIME**

(a) When it becomes necessary for employees to work overtime, the Company shall assign overtime in the following manner:

- (1) To the last employee who performed the work during the regularly scheduled hours within the previous forty-eight (48) hours.
- (2) By seniority in the classification.
- (3) By seniority of all employees in the department who have sufficient skill and ability.
- (4) By seniority to employees outside the department who have sufficient skill and ability.

(b) Employees who are scheduled to work overtime and fail to report shall allow the Company to utilize the scheduled work force for up to one (1) hour on the job assignment that the employee was assigned and failed to report for. If additional time is required, another employee will be called in as outlined above with one phone call to each employee if the employee has correct phone number on file with the Company. The employee being used may continue until the call-in reports.

**ARTICLE 18
EMPLOYEE EXEMPTIONS**

(a) Foremen and supervisors may assist production workers or employees in the performance of their work or duties to avoid damages to persons, equipment, or work in process and it is the policy of the Company that foremen and supervisors limit their work in this area to the very minimum. The duties and work the foremen and supervisor did in the past in the stockroom may be continued provided this condition does not result in a stockroom employee

being permanently displaced; further, the Company policy will be to keep such work to the very minimum. Employees excluded from the bargaining unit, except those otherwise covered in this Agreement, will not be used on work being performed by employees in the bargaining unit. This shall not prevent supervisory personnel from performing necessary functions of instructions, and research and development work.

(b) No installation supervisor will work in the shop on any job covered by the jurisdiction of the Union, except in the event of plant production emergency (including, but not limited to, equipment breakdown, unavailability of employee with skill and ability to immediately perform the work, etc.). The Company will notify the Shop Committee chairman prior to commencing the work. Installation supervisors are employees who supervise for customers in the installation of equipment in the field sold by Company.

ARTICLE 19 MISCELLANEOUS PROVISIONS

(a) There shall be no solicitation of membership or other Union activities with the exception of the grievance procedure during working hours.

(b) The policy of the Company will be to give ten (10) calendar days' notice of any indefinite layoff. In the case of a reduced workweek schedule, five (5) calendar days' notice will be given. For return to a full workweek schedule, five (5) calendar days' notice will also be given.

(c) All negotiations meetings will be held without loss of pay to the Committee provided they occur during the hours of the normal workweek and that the plant is in operation.

(d) Should any provision of this Agreement be declared or be determined by any court, state or federal statute to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

**ARTICLE 20
NO STRIKE, NO LOCKOUT**

(a) The Union agrees that it will not call, participate in, or sanction any strike, walkout, work stoppage, or work interference whatsoever, and likewise the Company will not lock out the employees. It is agreed that the Company may void this Agreement if the Union violates this provision, and the Union may void this Agreement if the Company violates this provision.

(b) It is further provided, however, that it shall not be considered a violation of this Agreement or of this provision if while working off premises an employee refuses to pass through or around a lawful picket line formed by a bona fide labor organization.

**ARTICLE 21
CHECK-OFF**

(a) The Company, after having received assignments from members of the Union, shall deduct such sums as are set forth in the assignments from the weekly wages earned, and as soon as practicable remit the same to the Union. The check-off form directs the Company to deduct an amount equal to the Union dues of Success Lodge No. 56.

(b) The Unions shall indemnify and hold harmless the Company against any claims, demands, or suits that shall arise by reason of action taken by the Company in reliance upon the assignments furnished to the Company by the Union.

**ARTICLE 22
INSURANCE**

(a) Eligibility For Insurance - An employee who has completed sixty (60) actual days of employment and who is actively in the employ of the Company is eligible for its insurance.

(b) General Insurance - Effective the first of January immediately following the signing of this Agreement, the Company will provide an insurance program which provides the following benefits:

Life Insurance	\$30,000
Accident Death and Dismemberment Insurance	\$30,000
Dependent Life (for legal dependents only)	\$ 2,000
Sickness and Accident	\$ 500 per week starting on the first (1st) day in the event of accident and eight (8th) day for a sickness for a maximum of twenty-six (26) weeks, effective October 1, 2019.

Prior to the first of March following the signing of this Agreement, the existing coverages will remain in effect.

(c) Medical Insurance - The Company will provide a medical insurance plan to its eligible employees. The group medical insurance plan offered to the bargaining unit employees will be the same as that offered to all Chattanooga based officers, managers, and employees of the Company. It is understood that the plan may be amended, modified or substituted in its entirety during the life of the Agreement. With respect to group medical insurance coverage, the employee will pay, in addition to the current employee contribution, one-half (1/2) of any increased cost for those employees choosing family coverage and one-fourth (1/4) of any increased cost for those employees choosing individual coverage. Any reductions in costs will be shared in the same manner.

(d) Recalls from Lay-Off - For medical insurance, recalls from layoff will be added to insurance on the first Monday worked following return to work. For general insurance, recalls from layoff will be added to insurance at the first of the month following return to work if they return to work within six months of their initial layoff, otherwise they will have to observe the same eligibility period as new employees.

(e) Bargaining Unit's Option - The Bargaining Unit will have the option to opt out of the Company's insurance program on the first of the month following a thirty day written notice from the Union to the Company.

Effective on the first of the month following the thirty day notice the Company will contribute an amount per month for each employee who has completed sixty (60) actual days of employment and who is actively in its employ on the first day of the month for all employee group insurance to the insurance company or other recipient designated by the Union along with such sums as the Union directs the Company to deduct from the employee's paychecks for insurance coverage. The Union retains the responsibility for taking and/or changing applications of coverage. The insurance carriers, as fully insured plans, will have the responsibility for the administration and processing of all claims.

The Company contribution will be its average cost per bargaining unit employee for the month preceding its first contribution under this provision. This contribution will be increased by one-half of any percentage incurred by the Company in its premium for family coverage under its plan.

The Company agrees to make any necessary payroll deductions which are directed by the Union from the employee's paycheck for the purpose of paying any excess monthly premiums under this option so long as such authorizations are received in writing at least seven calendar days before the pay date.

The Company shall have no responsibility or liability whatsoever to its employees or to the Union other than to make the payments called for by the Collective Bargaining Agreement to the recipient designated by the Union for the duration of the Collective Bargaining Agreement. The Company will make its required payments under this article on the first Thursday of each month, or if the first Thursday is not a regularly scheduled work day the first work day following the first Thursday of each month, or seven calendar days following written direction from the Union directing these payments, whichever is later.

Contributions for recalls from layoff will recommence on the first of the month following return to work.

**ARTICLE 23
JURY DUTY**

An employee who is called for Jury Duty will be excused from work upon presentation of Court notice to his immediate supervisor. He will receive the difference between the regular hourly rate for eight (8) hour and the daily fee received for Jury duty, provided he submits evidence to the Company of the total amount received for Jury Duty. Only the number of days actually spent in Court are counted in calculating payment. No reimbursement for make-up of wages will be made for Jury Duty during non-work time such as holidays, layoffs, strike or leave of absence. Jury Duty make-up pay shall not apply when an employee voluntarily seeks Jury Duty or when an employee accepts Jury Duty more than once during any calendar year unless required to do so by law. The Company reserves the right to request deferment of Jury Duty for any employee.

**ARTICLE 24
PENSION PROGRAM**

(a) The Company shall contribute to the IAM National Pension Fund, Plan "B", a benefit of one dollar and eighty cents (\$1.80) for each hour for which employees in all job classifications covered under this Agreement are entitled to receive pay under this Agreement. However, for each day or portion thereof for which an employee receives pay, the Company shall make a contribution of not more than seventy-two dollars (\$72.00) per week for any one employee.

(b) The Company shall continue contributions based on a forty (40) hour workweek while an employee is off work due to paid vacations or paid holidays.

(c) Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment.

(d) The IAM Lodge and the Company adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the IAM National

Pension Fund and the Plan rules adopted by the Trustees of the IAM National Pension fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

(e) The parties acknowledge that the Trustees of the IAM National Pension Fund may terminate the participation of the employees and the Company in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article, other than to increase the Contribution rate or to add job classifications or categories of hours for which contributions are payable.

(f) This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provision in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the IAM National Pension Fund. No grievance procedure, settlement or arbitration decisions with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

(g) Company shall pay the International Association of Machinists Labor-Management Pension Fund, Benefit Plan "B", or any other Pension Fund set up by Company which provides comparable benefits for each employee in the bargaining unit and/or job classification covered by this Agreement in accordance with the provisions of the standard form of Participation Agreement of the IAM National Pension Fund Benefit Plan "B". The parties further agree that the Participation Agreement shall supersede any conflicting provision of the Collective Bargaining Agreement.

ARTICLE 25 FUNERAL PAY

(a) The Company will grant up to a maximum of three (3) regularly scheduled consecutive workdays for an employee to attend the funeral and/or handle the funeral arrangements upon the death of his mother, father, wife, son, daughter, brother, sister,

employee's mother-in-law or father-in-law, grandfather, grandmother, brother-in-law, sister-in-law, step-brother, step-sister, grandchildren, stepchildren, stepparents or legal guardian. Such time off may include, but not extend beyond, the day after burial if the day is a workday. The employee will be paid his straight-time hourly rate for eight (8) hours for any or all the consecutive workdays. Payment will not be allowed for non-workdays, such as Saturday, Sunday, holiday, vacation, strike, lay-off, or leave of absence.

(b) In case the death occurs while an employee is on paid vacation such employee, if eligible for Funeral Leave pay will be allowed additional vacation days, but not additional pay, at a time mutually agreeable to the Company in a number equal up to three (3) days he would have lost from work because of such death if not on vacation.

ARTICLE 26 DISCRIMINATION

The Company shall not discriminate in hiring, discharging, or in any other way against any individual with respect to his compensation, terms, conditions, or privileges of employment or limit, segregate, or classify individuals in any way which would deprive them of employment opportunities because of their race, color, religion, sex, national origin, age, or non-disqualifying disability. The Union shall neither exclude nor expel from its membership or otherwise discriminate against or limit, segregate, or classify its membership or fail to refer for membership in any way which would deprive any individual of employment opportunity or cause, or attempt to cause, the Company to discriminate against any individual because of such individual's race, color, religion, sex, national origin, age or non-disqualifying disability. Use of masculine pronoun is for ease of reading and is intended to reference both sexes.

ARTICLE 27 PAST PRACTICES

(a) Since it is necessary to provide customers with fast, efficient service - often in off hours - personnel such as those in sales and service and watchmen must prepare and make

shipment or delivery of emergency orders, this practice will continue as long as such work does not exceed more than two (2) hours.

(b) Laborers to perform work of a casual nature may continue to be secured as they have been in the past as long as employees, working as Laborers, are not on lay-off or working less than a scheduled workweek. Work of a casual nature shall be work which shall not exceed three (3) working days and would not include working on or assisting on the machines or in assembly work.

ARTICLE 28 SAFETY

(a) There shall be established a Safety Committee composed of not less than three (3) nor more than six (6) members. Three (3) of those members shall be selected by the Union. The Company shall select its representative or representatives. The Committee will meet within the first full workweek of each month to consider safety problems and make recommendations to the Company. A copy of the minutes will be given to all bargaining unit employees within five (5) working days. The union may appoint an alternate when any committee member is unable to attend.

(b) The Company will provide one (1) pair of safety glasses to each employee each year from a supplier of Company selection. When an employee requires a prescription therein, the Company will reimburse the employee for the cost of such glasses up to a maximum of one hundred, fifty dollars (\$150.00) per year.

(c) If and when the Company requires safety shoes to be worn, it will pay toward the cost thereof a maximum of one hundred, fifty dollars (\$150.00) for one pair each year.

(d) The Company will provide adequate safety equipment such as welding helmets, welding gloves, welding sleeves, respirators, safety eye shields and work gloves.

(e) When safety glasses, safety shoes or listed items of safety equipment are furnished as herein provided, they must be worn while working in the plant.

(f) Any additional items of safety equipment required by the Company will be paid for by the Company.

ARTICLE 29 DRUG AND ALCOHOL TESTING

(a) The Company and the Union are committed to providing a safe work environment and to fostering the well-being and health of the employees. That commitment is jeopardized when any employee illegally uses drugs on or off the job, comes to work under their influence, possesses, distributes or sells drugs in the workplace, or abuses alcohol on the job. Therefore, the Company has, with consultation with the Union, established the following policy pursuant to T.C.A. Section 50-9-100 et seq.:

- (1) It is a violation of this policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of the drugs on or off the job.
- (2) It is a violation of this policy for any employee to report to work under the influence of or while possessing in his or her body, blood or urine, illegal drugs in any detectable amount.
- (3) It is a violation of this policy for any employee to report to work under the influence of or impaired by alcohol.
- (4) It is a violation of this policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed. However, nothing in this policy precludes the appropriate use of legally prescribed medications.

- (5) Violations of this policy are subject to disciplinary action up to and including termination.

The Company's supervisors may counsel employees whenever they see changes in performance or behavior that suggest an employee has a drug problem. Although it is not the supervisor's job to diagnose personal problems, the supervisor may encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment, and co-workers should encourage anyone who has a drug problem to seek help.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at the Company.

The Company offers resource information on various means of employee assistance in our community, including but not limited to drug and alcohol abuse programs. Employees are encouraged to use this resource file which is located in the main office. In addition, this information may be distributed to employees for their confidential use.

GENERAL PROCEDURES

(b) Any employee reporting to work visibly impaired will be deemed unable to perform required duties and will not be allowed to work. If possible the employee's supervisor will first seek another supervisor's opinion to confirm the employee's status. Next, the supervisor will consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative – depending on the determination of the observed

impairment – and accompanied by the supervisor or another employee if necessary. A drug or alcohol test may be in order. An impaired employee will not be allowed to drive.

OPPORTUNITY TO CONTEST OR EXPLAIN TEST RESULTS

(c) Employees and job applicants who have a positive confirmed drug or alcohol test result may explain or contest the result to the medical review officer within five (5) working days after receiving written notification of the test result from the medical review officer. If an employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical officer shall report a positive test result back to the Company. A person may contest the drug test result pursuant to rules adopted by the Tennessee Department of Labor.

CONFIDENTIALITY

(d) The confidentiality of any information received by the Company through a substance abuse testing program shall be maintained, except as otherwise provided by law.

JOB APPLICANT DRUG TESTING

(e) All job applicants will undergo testing for substance abuse as a condition of employment. Any applicant with a confirmed positive test result will be denied employment.

Applicants will be required to submit voluntarily to a urinalysis test at a laboratory chosen by the Company, and by signing a consent agreement will release the Company from liability.

If the physician, official or lab personnel has reasonable suspicion to believe that the job applicant has tampered with the specimen, the applicant will not be considered for employment.

The Company will not discriminate against applicants for employment because of a past history of drug or alcohol abuse. It is the current illegal use of drugs and/or abuse of alcohol, preventing employees from performing their jobs properly, that the Company will not tolerate.

EMPLOYEE DRUG TESTING

(f) The Company has adopted testing practices to identify employees who illegally use drugs on or off the job or who abuse alcohol on the job. It shall be a condition of employment for all employees to submit to substance abuse testing under the following circumstances:

- (1) When there is reasonable suspicion to believe that an employee is illegally using drugs or abusing alcohol. "Reasonable suspicion" is based on a belief that an employee is using or has used drugs or alcohol in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following:
 - (a) Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse;
 - (b) Abnormal conduct or behavior while at work or a significant deterioration in work performance;
 - (c) A report of substance abuse provided by a reliable and credible source;
 - (d) Evidence that an individual has tampered with any substance abuse test during his or her employment with the Company;
 - (e) Information that an employee has caused or contributed to an accident while at work; or
 - (f) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the Company's

premises or while operating the Company's vehicle, machinery, or equipment.

- (2) When employees have caused or contributed to an on-the-job injury that resulted in a loss of work-time, which means any period of time during which an employee stops performing the normal duties of employment and leaves the place of employment to seek care from a licensed medical provider. The Company may send employees for a substance abuse test if they are involved in on-the-job accidents where personal injury or damage to company property occurs.
- (3) When employees have, for a period of six (6) months or more, been on layoff or absent for sickness or accident.
- (4) As part of a follow-up program to treatment for drug abuse.
- (5) Routine fitness-for-duty drug or alcohol testing. The Company must require an employee to submit to a drug or alcohol test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination where the examinations are required by law or regulation.

ALCOHOL TESTING

(g) The consumption or possession of alcoholic beverages on company premises is prohibited. (Company sponsored activities which may include the serving of alcoholic beverages are not included in this provision.) An employee whose normal faculties are impaired due to alcoholic beverages, or whose blood alcohol level tests .10% by weight for non-safety sensitive positions, or .04% for safety sensitive positions, while on duty/company business shall be guilty of misconduct, and shall be subject to discipline up to and including termination.

REFUSAL TO SUBMIT

(h) Failure to submit to a required substance abuse test also is misconduct and shall be subject to discipline up to and including termination.

IMPORTANT INFORMATION FOR JOB APPLICANTS AND EMPLOYEES

(i) When an employee or job applicant submits to a drug and/or alcohol test, they will be given a form by the specimen collector that contains a list of common medications and substances which may alter or affect the outcome of a drug or alcohol test. This form will also have a space for the donor to provide any information that he/she considers relevant to the test, including the identification of currently or recently used prescription or non-prescription medication or other relevant information. The information form should be kept by the job applicant or employee for their personal use. If the job applicant or employee has a positive confirmed test result a medical review officer will attempt to contact the individual in order to privately discuss the findings with that person. The job applicant or employee should keep the form as a "reminder" to discuss this information at that time. The medical review officer will take this information into account when interpreting any positive confirmed test results. The information provided shall be treated as confidential and will not be given to the Company. Employees and job applicants have the right to consult with a medical review officer for technical information regarding prescription and non-prescription medicine.

It is the responsibility of every employee or job applicant to notify the testing laboratory of any administrative or civil action brought pursuant to T.C.A. Section 50-9-100 et seq., Drug-Free Workplace Programs.

The provisions of this policy include the right of appeal to the applicable court.

(j) Substance abuse testing for job applicants and employees will include a urinalysis screen for the following drugs:

- Alcohol: (not required for job applicant testing) Any "Alcoholic Beverage," all liquid medications containing ethyl alcohol (ethanol). Please read the label for content. For example: Vicks Nyquil™ is 25% (50 proof) ethyl alcohol, Comtrex™ is 20% (40 proof), Contac Severe Cold Formula Night Strength™ is 25% (50 proof) and Listerine™ is 26.9% (54 proof).
- Amphetamines: "speed," "uppers," etc.
- Cannabinoids: THC, marijuana, hashish, "pot," "grass," "hash," etc.
- Cocaine: "coke," "crack," etc.
- Phencyclidine: PCP, "angel dust."
- Opiates: Narcotics, Heroin, Codeine, Morphine, "smack, dopes, etc..."

ARTICLE 30 DURATION OF AGREEMENT

This Agreement shall become effective August 26, 2019, and shall remain in effect and in full force until midnight, August 28, 2022. At the end of said period and at the end of each one (1) year period thereafter, this Agreement shall be renewed automatically for periods of one (1) year, unless either party gives written notice to the other of a desire to modify, to amend, or to terminate the Agreement. If such notice is given by either party, it shall be given at least sixty (60) days prior to the expiration date of this Agreement and negotiation in accordance with the notice shall begin prior to expiration date as soon as practicable or as mutually agreed.

This written contract contains the entire agreement between the parties.

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**
By: **SUCCESS LODGE NO. 56**

Nathan Weekly

Merrill Crumley

Jerry King

APPROVED:

Keith McFarland
Business Representative
Success Lodge No. 56

CORLEY MANUFACTURING COMPANY

BY:

A. J. "Chip" Corley
President

APPENDIX "A"

Wages

Wage Rate Schedule	8/26/2019		8/24/2020		8/23/2021	
Classification	Low	High	Low	High	Low	High
Assy A	\$19.634	\$20.521	\$20.03	\$20.93	\$20.427	\$21.350
Assy B	\$19.071	\$19.963	\$19.45	\$20.36	\$19.841	\$20.770
Assy helper	\$15.621	\$19.687	\$15.93	\$20.08	\$16.252	\$20.482
Bench	\$14.836	\$17.244	\$15.13	\$17.59	\$15.435	\$17.941
CNC Drill Operator	\$19.115	\$20.015	\$19.50	\$20.42	\$19.887	\$20.824
CNC Lathe Operator	\$19.115	\$20.015	\$19.50	\$20.42	\$19.887	\$20.824
CNC Machining Center Operator	\$19.115	\$20.015	\$19.50	\$20.42	\$19.887	\$20.824
CNC Master operator	\$19.634	\$20.521	\$20.03	\$20.93	\$20.427	\$21.350
Drill Press operator	\$18.534	\$19.407	\$18.91	\$19.79	\$19.283	\$20.191
Laborer	\$12.539	\$14.133	\$12.79	\$14.42	\$13.045	\$14.704
Lathe operator	\$18.940	\$19.847	\$19.32	\$20.24	\$19.706	\$20.649
Machinist A	\$19.634	\$20.521	\$20.03	\$20.93	\$20.427	\$21.350
Machinist B	\$19.943	\$20.148	\$20.34	\$20.55	\$20.749	\$20.962
Mill Machine operator	\$18.940	\$19.847	\$19.32	\$20.24	\$19.706	\$20.649
Painter	\$14.836	\$17.244	\$15.13	\$17.59	\$15.435	\$17.941
Radial Drill Operator	\$18.940	\$19.847	\$19.32	\$20.24	\$19.706	\$20.649
Stock Chaser	\$13.088	\$14.712	\$13.35	\$15.01	\$13.616	\$15.307
Stockroom Worker & Lift Truck Handler	\$14.836	\$17.415	\$15.13	\$17.76	\$15.435	\$18.119
Tool & Die Maker	\$21.019	\$21.287	\$21.44	\$21.71	\$21.868	\$22.147
Tool & Die Maker B	\$17.996	\$20.956	\$18.36	\$21.38	\$18.723	\$21.803
Utility Man (Machine Shop)	\$18.535	\$19.407	\$18.91	\$19.79	\$19.284	\$20.191
Welder A	\$19.634	\$20.521	\$20.03	\$20.93	\$20.427	\$21.350
Welder B	\$19.071	\$19.963	\$19.45	\$20.36	\$19.841	\$20.770
Welder Helper	\$14.836	\$17.244	\$15.13	\$17.59	\$15.435	\$17.941

- (1) A shift differential of thirty cents (\$.30) per hour shall be paid for second shifts.
- (2) Lead Men, when used, shall be paid sixty-five cents (\$.70) per hour above their regular rate.
- (3) When a new employee is hired or an existing employee is transferred upward to a new classification, the new employee shall receive an increase of twenty (\$.20) cents per hour and a transferred employee fifteen (\$.15) cents per hour after sixty (60) days actually worked in that classification, providing such increase does not bring him above the top of the range in that new classification.
- (4) All employees working during the inventory period will receive their normal rate of pay or Stockroom Workers & Lift Truck Handlers rate of pay, whichever is higher.

The rates as set forth above reflect a 2% (August 26, 2019), 2% (August 24, 2020) and 2% (August 23, 2021) increase. Any stated rates not accurately reflecting those percentages are in error and will be corrected.