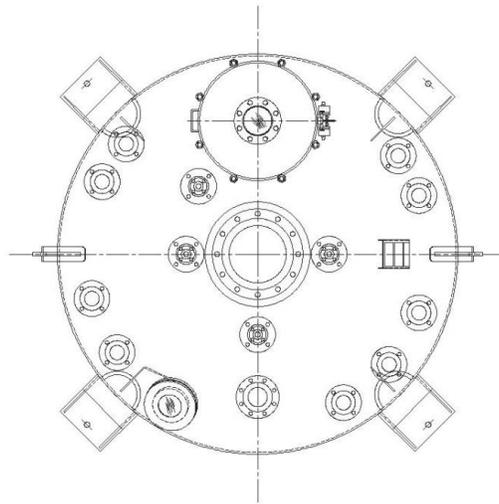


# ***FOURINOX***

## **UNION CONTRACT**

**EFFECTIVE**

**AUGUST 15, 2016 - AUGUST 14, 2020**



**UNION CONTRACT AGREEMENT**  
**Between**  
**Fourinox Inc. and Boilermakers Local Lodge 177**

This Agreement shall become effective August 15, 2016, and shall continue in full force and effect until August 14, 2020.

This Agreement shall continue from year to year thereafter unless notice of desire to terminate is given in writing by the party requesting termination at least sixty (60) days prior to August 14, 2020, or any subsequent expiration date.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal.

**FOURINOX**

By  \_\_\_\_\_ 12/21/16  
Ben Meeuwsen Date

**LOCAL LODGE NO. 177** of the International, Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers, AFL-CIO

By  \_\_\_\_\_ 12/21/16  
Jerome Brunette, Shop Steward Date

By  \_\_\_\_\_ 12/21/16  
Mitch Rudolph, Committee Member Date

By  \_\_\_\_\_ 12-21-16  
Chris Tohak, Committee Member Date

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## **UNION CONTRACT**

THIS AGREEMENT, dated the 15<sup>th</sup> day of August, 2016 is by and between FOURINOX, INC., 1015 Centennial Drive, Green Bay, Wisconsin, or its successor or assigns, hereinafter referred to as the "Employer" or "Company", and LOCAL LODGE NO. 177, of THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, hereinafter referred to as the "Union", and this Agreement embodies the sole agreement between the aforementioned parties.

### **WITNESSETH:**

**WHEREAS**, the Company and the Union have engaged in collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment on behalf of those employees who constitute the bargaining unit as hereafter set forth:

**NOW, THEREFORE**, it is hereby mutually agreed between the Company and the Union as follows:

## **ARTICLE 1 GENERAL PROVISIONS**

1.1 Purpose. It is the intent and purpose of the parties hereto to set forth herein the entire agreement covering rates of pay, wages, and hours of employment, to be observed in good faith between the parties hereto, and to provide procedure for the prompt peaceful settlement of all differences, alleged grievances, and disputes which may arise between the Company and its employees or the Union, to the end that there shall be no interruption or impeding of the production process, work stoppages, strikes or other interferences with production during the life of this Agreement.

### 1.2 Union Recognition and Security.

1.2.1 Recognition. The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment, for all of the Company's hourly paid production and maintenance employees employed at the Company's plant at 1015 Centennial Street, Green Bay, Wisconsin, but excluding office and plant clerical employees, professional employees, guards, foremen, supervisory employees, technical employees, research and development employees and engineering employees, as defined in the National Labor Relations Act, as amended.

1.2.2 Union Membership. All existing and newly hired employees (hired after the ratification date of this Agreement) may, during the continuance of this agreement or any extension thereof, voluntarily become members of the Union in good standing immediately following the one hundred twenty (120) days worked from the date of their hiring. Employees who wish to opt out of the Union may, upon thirty (30) days' written notice to the Company and the International Brotherhood of Boilermakers. In the event the current Wisconsin Right to Work law is ruled to be invalid, the Union and the Company will meet within sixty (60) days and confer regarding the impact of the ruling on this provision and the wording of the voluntary authorization.

1.2.3 The Company agrees, upon written voluntary authorization of any Union member to deduct from the first paycheck of each month initiation fees, dues, and such other uniform obligations owed to the Union as may be legally deducted, except that initiation fees so authorized shall be deducted from the first paycheck following the completion of one hundred twenty (120) worked days. Deductions made in accordance with the forgoing shall be marked for deposit only and remitted to the Union officer designated by the Union.

1.2.4 The Union shall, initially, notify the Company as to the monthly sums to be deducted in accordance with the foregoing. Any subsequent change in amounts shall be certified to the Company in written form over the signatures of duly authorized officers of the Union, and shall take effect on the first paycheck following fifteen (15) days after such notification is given as may be authorized by the dues authorization.

1.2.5 The Company shall notify the Union, through the Local Financial Secretary, of all new employees who have completed one hundred twenty (120) worked days with the Company.

1.2.6 Voluntary authorization forms shall be furnished by the Union to the employees.

1.2.7 If an employee who has signed a voluntary dues authorization does not have sufficient earnings to pay his uniform obligation to the union from his first paycheck of the month as outlined above, then this amount will be deducted from the first paycheck when he has sufficient funds to pay same.

1.2.8 Indemnification. The Union agrees to indemnify and hold the Company harmless against any and all claims, suits, orders, or judgments brought or issued against the Company as a result of any action taken or not taken by the Company pursuant to any written or oral communication from the Union under the provisions of this Article.

1.3 Non-Discrimination. Neither the Company nor the Union will discriminate against any employee in the administration of this Collective Bargaining Agreement because of the employee's race, color, creed, sex, age, national origin or marital status, or Union or lack of Union affiliation.

1.4 Management. All rights not abridged by the terms of this Agreement shall remain the sole rights of management including, but not limited to, the right to determine the size and make-up of the work force, hire, discipline and discharge for good cause, to transfer and to relieve employees from duty due to lack of work or for other legitimate reasons, to prescribe rules of conduct not inconsistent with this Agreement, to subcontract, and to change methods of operation or design of product. It is understood by both parties that the rights of management which are not abridged by the Agreement are not subject to grievance or arbitration. Such management rights shall not be used for the purposes of discriminating against any employee, nor shall they be applied in any manner inconsistent with any of the terms of this Agreement.

1.5 Separability. Should any portion of this Agreement conflict with Federal, State or Municipal Law or any directives issued by the President of the United States or any

authorized governmental agency, such portion of the Agreement shall be inoperative to the extent and for the period necessary to conform to the law or directive without prejudice to any other portion of the Agreement.

## **ARTICLE 2 SENIORITY**

2.1 Seniority. Seniority shall be computed from the employee's last date of hire. Seniority is an employee's length of continuous service with the Company in days, months and years.

2.2 Orientation Period. New employees hired by the Company after the date of ratification, shall be classified as orientation employees for a period of one hundred twenty (120) days worked from the date of employment, and during such orientation period seniority rights shall not apply, and such new employees may be laid off or discharged by the Company for any reason without recourse. When the orientation period has passed, seniority shall date from an employee's last date of hire or rehire.

2.3 Lay-off and Recall.

2.3.1 In the event of a reduction in the work force, the following procedure shall be followed:

- (1) Temporary and part-time employees shall be laid-off first.
- (2) All orientation employees shall be laid-off after temporary and part-time employees.
- (3) When it becomes necessary to lay-off employees, the lay-off shall be on the basis of plant-wide seniority in inverse order within the same job classification and skill level and on recall, the employees with the most seniority will be recalled.

2.3.2 It is the responsibility of the employee to keep the Company informed of his correct home address and telephone number, and the Company shall be entitled to rely on the last address and telephone number for an employee as furnished by him to the Company.

2.3.3 Seniority will continue to accrue for three (3) years for employees who had five (5) or more years of seniority prior to the layoff. For employees with less than five (5) years of seniority prior to the layoff, their seniority will accrue for two (2) years during a layoff.

2.3.4 In cases of emergency repair or urgent work, if the senior qualified employee cannot be contacted or is unable to report in sufficient time, the next senior qualified employee may be called in for the job.

2.4 Break in Seniority. All seniority and other rights of an employee shall terminate if:

- (a) He is discharged for just cause.
- (b) He voluntarily quits.
- (c) He is absent from three (3) consecutive working days without having given notice to the Company before the close of such three-day period, unless the employee is mentally or physically incapable of giving such notice or arranging to have such notice given for him due to illness or injury, or unless the employee has no access to a telephone, telegraph or mail due to circumstances beyond his control.
- (d) After being laid off, he fails to return to work within three (3) days after notice from the Company by telephone notification to him personally and by certified mail to the employee's last known address appearing on the Company's records, requesting him to return to work.
- (e) He overstays a leave of absence, except extenuating circumstances that prohibit his/her return which have been agreed to by the Company, however the employee must call the employer within twenty four (24) hours of the initial return date stating the extenuating circumstances and the expected return date, or engages in gainful employment except when special provisions shall have been made therefore in the employee's behalf by agreement between the Company and the Bargaining Committee.
- (f) He is absent from work for three (3) consecutive workdays without good reason.
- (g) He is absent continuously for any reason, unless due to a shop injury or illness, for two (2) years if he/she had two (2) or more years of seniority with the Company prior to their absence. If the employee had less than two (2) years of seniority with the Company prior to his/her absence then the break in seniority will occur after a period of time equal to their length of service prior to the absence for any reason, unless due to a shop injury or illness.

2.5 Supervisory Positions Out of the Bargaining Unit.

2.5.1 An employee within the bargaining unit may take a supervisory position in the Company. If such employee remains in the supervisory position for more than six (6) months, he/she shall forfeit all seniority in the bargaining unit for job rights. The bargaining unit seniority for such employee shall continue to accrue until forfeiture.

2.5.2 If the employee relinquishes the job of supervisor within the six (6) month period, the right to re-enter his previously held classification shall be offered. (This does not mean the employee has a right to the particular job he left.)

2.6 Seniority Lists. The Union will be advised in writing upon request, but no less than every six months, of new hires, part time employees, separations and temporary employees with their start dates. Seniority lists, including classification, and department will be submitted to the Union upon request. The Union Steward can request a wage list of Union employees through the Shop Superintendent on December 31 and June 30 of each year.

2.7 Shift Preference - Job Preference.

2.7.1 Once every three (3) months, employees will be allowed to exercise shift preference within their classification on the basis of plant wide seniority. It is understood, however, that such preference will be granted subject to the necessity of maintaining a balanced work force of qualified employees and Union committeemen and stewards on all shifts.

2.7.2 Any employee who is denied shift preference due to the "balanced work force" provision will be transferred within six (6) months. This provision cannot be exercised until after your one (1) year anniversary date.

2.7.3 Probation or training candidates will not be bumped before their second (6) month review, provided they are in training. This section may be waived at the discretion of the Company.

## **ARTICLE 3 GRIEVANCE AND ARBITRATION**

3.1 General.

3.1.1 It is the intent of the parties to this Agreement that all disputes as to interpretation of or questions of interpretation of the existing terms of this Agreement be disposed of as provided herein.

3.1.2 The Union shall select a Grievance Committee consisting of not more than three (3) members. The Company shall recognize this Committee for the purpose of disposing of grievances.

3.1.3 Any employee or group of employees subject to this Agreement having any complaint that any of the provisions of this Agreement have been violated shall have the right to invoke the grievance procedures.

3.1.4 Saturday, Sunday and any paid holidays shall not be counted as regular working days in any steps in the grievance and arbitration procedure.

3.1.5 Any time limits provided in the grievance procedure and arbitration may be extended by mutual consent of the Company and the Union.

3.1.6 The parties involved at any stage of Grievance Procedure(s) may mutually agree to forgo any step of this grievance procedure section.

3.2 Steps to Resolution of a Grievance. If any such grievance or dispute should arise, it shall be settled in the following manner:

**Step 1** - Any employee with a grievance shall contact his Union Steward and the Union Steward shall contact the proper Shop Supervisor and advise him of such grievance orally within three (3) regular working days from the time of the occurrence causing such grievance. The Union Steward may invite the grievant to accompany him if the Union Steward deems it necessary. The Shop Supervisor shall give his decision to the Union Steward within three (3) regular working days after being so contacted by the Union Steward.

**Step 2** - If the grievance is not settled at Step 1, the Union Steward shall reduce the grievance to writing and shall present the written grievance to the Shop Superintendent within three (3) regular working days after receiving the Shop Supervisor's decision. The Shop Superintendent shall meet with the Union Steward within three (3) regular working days after receipt of the written grievance. The Union Steward may invite the grievant to accompany him if the Union Steward deems it necessary. The Shop Superintendent shall give his written decision to the Union Steward within three (3) regular working days after the meeting.

In the absence of a Shop Superintendent, the President of the Company or such person as may be designated by him, shall replace the Shop Superintendent for the purpose of this Paragraph.

**Step 3** - If the grievance is not settled at Step 2, the Union shall present the grievance in writing to a Company officer to be designated by the Company within five (5) regular working days after the Shop Superintendent has advised the Union Steward of his decision. Within six (6) regular working days thereafter, at a time and place to be mutually agreed upon, the Union Grievance Committee, consisting of not more than three (3) members, and a Company committee, consisting of not more than three (3) members, shall meet to attempt to settle the grievance. The Shop Superintendent shall furnish a signed copy of his decision to the Company, and the Company shall furnish one (1) copy of his decision to each member of the committee before the committees meet.

If the two committees reach an agreement on the grievance, they will reduce their decision to writing and sign it, and give a copy to the employee, the President of the Local Union, and an officer of the Company, within four (4) regular working days after the meeting. This decision shall be final.

If the two committees do not reach an agreement on the grievance, the Company shall give its written decision to the employee and the President of the Local Union within four (4) regular working days after the meeting.

**Step 4** - If the grievance is not settled at Step 3, and the Union desires to proceed to Step 4 of the grievance procedure, the Union shall so notify

the Company in writing within four (4) regular working days after receipt of the Company's written decision, and the Union and the Company shall have the right to utilize representatives to assist in arriving at a mutual agreement. This meeting shall be held within fifteen (15) regular working days after receipt of this notice at a time to be agreed upon by the Company and the Union.

If an agreement on the grievance is reached at this meeting, the Company and the Union will reduce their decision to writing and sign it and give a copy to the employee, the President of the Local Union and an officer of the Company within three (3) regular working days after the meeting. This decision shall be final and binding on the employee, the Union and the Company and the employee, the Union and the Company, shall have no further redress.

If an agreement on the grievance is not reached at this meeting, the Company shall render its decision in writing to the employee and the Union within five (5) regular working days after the meeting.

**Step 5** - If the grievance is not settled in Step 4, and the Union desires arbitration, the Union shall notify the Company in writing within five (5) regular working days after the Union's first monthly meeting following receipt of the Company's written decision. If the Union and the Company cannot agree upon an arbitrator within five (5) regular working days after receipt of notice by the Company that the Union desires arbitration, the Company and the Union, or either of them, shall promptly request a panel of seven (7) names from the Federal Mediation and Conciliation Service. The Company and the Union shall take successive turns striking a name from the panel until each has struck three; the remaining name shall be the arbitrator. The order of striking shall be determined by a coin flip. The arbitrator shall schedule a hearing as soon as possible.

The decision of the arbitrator shall be rendered in writing and shall be final and binding on all parties, including the employee, the Union and the Company.

### 3.3 Decisions of an Arbitrator.

3.3.1 If the arbitrator finds that the discharge or suspension of an employee was not justified, the arbitrator shall have authority to order the reinstatement of the employee without loss of any rights. He may also order that the employee be compensated for any loss of income sustained during the period of which the discharge or suspension was effective, less any income (but, excluding income from a part-time job held at the time of termination or suspension) which the employee earned or any unemployment compensation benefits which are received during the period of such discharge or suspension. However, the arbitrator shall also have the further authority, if he finds that the discharge or suspension was not justified, to order reinstatement with such loss of rights and without compensation for loss of income sustained or with such partial compensation for loss of income sustained as he deems just under the circumstances.

3.3.2 The arbitrator shall have authority only to interpret and apply the provisions of this agreement and to decide the particular grievance(s) submitted to him. He shall not have authority to add to, delete from, or in any way modify, alter, or amend, any provisions of this Agreement. If the arbitrator is willing, he may, at the request of both parties, issue a bench decision.

#### 3.4 Additional Points Regarding Grievances and Arbitrations.

3.4.1 If the Company does not answer an appeal of a grievance within the specified time limits, the employee or the Union may elect to treat the grievance denied at the step and immediately appeal the grievance to the next step, including arbitration.

3.4.2 Failure of the employee or Union to comply with the time elements set forth in the grievance and arbitration procedure for reporting a grievance and taking appeals, shall result in waiver of the rights of the employee or Union to proceed further. All steps under the grievance procedure must be exhausted before proceeding to arbitration, unless the parties mutually agree otherwise.

3.4.3 The Union shall identify the specific contract provisions alleged to have been violated in all grievances and grievance steps.

3.4.4 It is agreed that the Company may utilize the machinery of the grievance procedure.

3.4.5 It is agreed that the Union will notify the Company as to the identity of the Chief Steward and the members of the Union Grievance Committee within five (5) days after their selection in writing.

3.4.6 The jurisdiction of the arbitrator shall be limited to those matters concerning the meaning and application of this contract and its amendments. It is recognized that the arbitrator shall have no power to alter or amend this Agreement.

3.4.7 Expenses incident to the arbitration, including the fee and expenses of the arbitrator, shall be shared equally by the Company and the Union. The expenses of the reporter and transcript, if any, shall be shared equally by the Company and the Union.

3.5 International Representation. The Union committee shall have the right to have present and/or be represented by a Representative of the International Union in handling any matters with representatives of the Company.

## **ARTICLE 4 HEALTH AND SAFETY**

4.1 The Company agrees to provide a place of employment which shall be safe for the employees therein and shall furnish and use safety devices and safeguards, and shall adopt and use methods and processes adequate to render such places of employment safe. The Company shall repair and maintain every place of employment as to render it safe. The term "Safe" or "Safety" as applied to employment or place of employment shall include conditions and methods of sanitation and hygiene necessary for the protection of life, health and safety of the employees.

4.2 The Company agrees that all machinery, equipment and facilities the Company furnishes shall meet with all required legal standards of safety and sanitation.

4.3 Accident records shall be kept and maintained by the Company and shall be made available on request to the Health and Safety committee.

4.4 The Company agrees to maintain a Joint Labor Management Health and Safety Committee. One member of the Safety Committee may, upon request of the employee, be able to sit in on any safety investigation when any employee is questioned and shall:

- (1) Meet at least once every month.
- (2) One representative of the Company and one representative of the Union shall make inspections of the plant at least once every month.
- (3) Make recommendations for the correction of unsafe or harmful work practices.
- (4) Review and analyze all reports of industrial injury and illness, investigate causes of same and recommend rules and procedures for the prevention of accidents and disease and for the promotion of health and safety of employees.
- (5) Promote health and safety education.
- (6) Safety Committee: The parties agree to enable the Safety Committee to investigate and report on the state of material storage within the plant. The Committee shall be assured that all reasonable, practical and cost effective measures have been undertaken by Management to resolve the instances of congestion and the implicit issues of safety associated with material storage within the plant.

4.5 All disputes and disagreements brought to the attention of the Health and Safety Committee, arising under the Health and Safety clause of this contract, if not disposed of by the Health and Safety Committee, shall be subject to the Grievance Procedure.

4.6 In the event of special circumstances, the Health and Safety Committee may seek advice, opinion and suggestions of experts and authorities on safety matters.

4.7 Where the Company uses toxic materials, a member of the Health and Safety Committee shall inform the affected employees what hazards, if any, are involved and what precautions shall be taken to insure the safety and health of the employees.

4.8 The Company shall make arrangements for competent medical service. Employees injured in the plant shall be furnished medical aid or treatment on Company time, and shall receive full pay for the shift on which they were working when injured. Straight time shall be paid for the remainder of the shift they were working. The Company shall provide adequate transportation to the doctor or home on the date of injury.

4.9 If an employee is requested by the Employer to go to the doctor during his/her regular tour of duty, he/she shall be paid the cost of the visit and any lost wages providing; however, that it would be only for the balance of his/her regular shift. In the event the employee has been informed by the doctor that he/she cannot return to work, they will provide verification of the same to the Company.

4.10 The Company wants to make sure that all employees receive proper health and dental care. If at all possible we would like to have you try and plan your appointment out of the work schedule.

4.11 The Company agrees to provide adequate safety instructions and safety training in the performance of the job, prior to requiring the employee to work on the job or machine.

4.12 The Union agrees to participate on the Committee and will endeavor to have its members observe all safety rules and use all equipment and safeguards provided.

4.13 The First Aid refresher course practice will continue.

4.14 All work related injuries should be recorded in the accident record book (currently located in the stockroom) on the day of the accident no matter how minor they may seem at the time. If medical treatment is needed immediately, then the injury should be entered in the accident record book as soon as possible.

4.15 All employees shall at all times strictly comply with all safety policies, safety instructions on tools and equipment and in related tool and equipment manuals, and shall immediately report any unsafe conditions or safety infractions they are aware of in writing to the Shop Safety Officer or to the Vice President of Operations. The Company will respond in writing within five (5) working days of any complaint.

## ARTICLE 5 WAGES

5.1 WAGES. The wage rates for the respective classifications shall be as follows:

CLASS	Effective 8/15/2016	Effective 8/15/2017	Effective 8/15/2018	Effective 8/15/2019
FIRST	\$21.08 - \$24.41	\$21.45 - \$24.84	\$21.83 - \$25.27	\$22.27 - \$25.78
SECOND	\$17.52 - \$21.07	\$17.83 - \$21.44	\$18.14 - \$21.82	\$18.50 - \$22.26
THIRD	\$10.26 - \$17.51	\$10.44 - \$17.82	\$10.62 - \$18.13	\$10.83 - \$18.49

Effective August 15, 2017  
 Effective August 15, 2018  
 Effective August 15, 2019

General Wage Increase 1.75%  
 General Wage Increase 1.75%  
 General Wage Increase 2%

The Company retains full discretion to make payments beyond the wage ranges, provided, however, that any form of extra payment made to an employee or group of employees shall not constitute a past practice or create any future obligation.

5.2 Payday. The payroll week shall begin 12:00 midnight Saturday and end the following Saturday, 12:00 midnight. Employees will be paid every other Thursday. Present pay practices will continue. Payment will be made for hours worked in the previous week and such deductions will be made as may be required by law. The Company may institute direct deposit of paychecks

5.3 Job Descriptions and Classifications. The Company shall advise the Union and furnish the Union with a copy of such job descriptions and classifications. The above rates for Second and Third Class are maximums. The rates for First Class are minimums. The final determination of the contents of such job descriptions and classifications shall rest with the Company. The Company has testing criteria in place for each class of employee. The Union may make suggestions and recommendations to the Company on job descriptions and classifications.

5.4 Assignment. The Company shall have the right to assign any employee to a temporary job as needed regardless of his classification provided the Company pays the employee the rate of his classification.

5.5 Evaluations. The Company will evaluate employees at least annually. Movement within the wage range of an employee's existing class will be based on the formal performance evaluation.

5.6 Postings. The Company will determine the number of employees for each classification and whether or when vacancies exist in a classification. Notices of vacancies and new positions shall be posted on the appropriate bulletin board for six (6) working days but the Company may fill such opening temporarily pending final selection of an applicant. Any employee desiring to fill any posted vacancy or new position shall make application in writing to the Company and shall be tested. The senior applicant who is qualified, that is, has the ability to do the job and has desirable qualities such as

work attitude and habits, shall be awarded the position. If no employee applies for the position or is qualified, the Company may fill the job from any source.

5.7 Referral Bonus. The Company will provide a referral taxable bonus to those named in the "referred by" section of the application for employment of those who have completed the probation period. The bonus will be \$50 for semi-skilled and \$100 for skilled people.

5.8 Shift Premium. A premium of thirty-five (35) cents per hour will be paid to all shop employees working on the second shift, and a premium of forty (40) cents per hour will be paid to all shop employees working on the third shift.

5.9 Reporting Pay and Call-Back Pay. Any employee reporting for his regularly scheduled work who is prevented from working due to conditions within the Company's control, shall be paid a minimum of four (4) hours pay at his regular hourly base rate, provided, however, that such allowance shall not be made if the employee has been notified at least four (4) hours in advance of his starting time not to report to work or if the employee is prevented from working by circumstances over which the Company has no control, such as fire, flood, wind, lightning, or utility failure attributable to the supplier thereof, or in the case of breakdown of major equipment. An employee may be required to perform available work within his department or in the plant during the hours for which the report-in-pay provided for in this Section is applicable.

5.10 Call-In Pay. Any employee who is called in to work shall be paid a minimum of four (4) hours pay.

5.11 Overtime (General)

5.11.1 Time and one-half (1½) is to be paid daily for hours worked after the regularly scheduled shift. The Company, while extending this benefit, will closely monitor its use in the unlikely event that it is abused. When it is, such as an unauthorized absence or habitual casual absenteeism, we will deal with it accordingly.

5.11.2 In the event that an employee is called to work before his normal starting time, he shall not be sent home early solely for the purpose of avoiding overtime. Travel time to and from the job site shall not be counted as hours worked for overtime purposes. All travel time shall be paid at straight time.

5.11.3 Double the regular straight time rate shall be paid for all work performed on Sunday.

5.11.4 An employee who performs work on any of the listed holidays shall be paid two (2) times his straight pay for hours worked plus the holiday pay.

## 5.12 Overtime Opportunities and Distribution.

5.12.1 The working of overtime by employees will be on a voluntary basis except that if sufficient qualified employees are not willing to voluntarily work overtime which has been scheduled by the Company, the Company may require qualified employees to work such overtime according to the following procedure:

- (1) The Company will ask for volunteers.
- (2) If a sufficient number of qualified employees do not volunteer, the Company may require the least senior qualified employee(s) to work the overtime.
- (3) At the next occasion of compulsory overtime the Company will exercise step No. 1 above. If a sufficient number of qualified employees do not volunteer, the Company may require the qualified employees to perform the overtime who are the next highest in seniority to those in step No. 2.
- (4) With each succeeding occasion of compulsory overtime, the Company shall have the right, after utilizing step No. 1, to require overtime on an ascending seniority basis until all employees have worked the overtime, then the process may be repeated.
- (5) No employee will be required to work more than two (2) Saturdays in a row.
- (6) No employee will be required to work more than ten (10) overtime hours per payroll week.
- (7) Any employee who volunteers for overtime, and then changes his mind without securing a qualified replacement by the end of the prior workday, or fails to appear for the volunteered overtime, shall, for a period of three (3) months after each such infraction, be considered as having the least amount of seniority in the Company for purposes of volunteer priority.

5.12.2 There shall be no pyramiding of overtime.

## ARTICLE 6 VACATIONS, HOLIDAYS AND LEAVES OF ABSENCE

### 6.1 Vacations.

6.1.1 Employees who have been continuously employed for the following number of years shall be entitled to be paid vacation as follows:

<u>Years Employed</u>	<u>Days Vacation</u>
1 Year	5 Days
2 Years	7 Days
3 Years	10 Days
5 Years	13 Days
8 Years	15 Days
10 Years	20 Days

6.1.2 Vacations will be prorated each year on the first day of January based on the employee's anniversary date.

6.1.3 If an employee's work record reflects fewer than one thousand nine hundred (1900) hours (unless the employee has been laid off or reduced in hours by the Company, in which case the limit shall be one thousand four hundred (1400) hours) during the previous calendar year, he/she will lose 1/12 of their vacation pay. Each additional one hundred seventy-five (175) hours missed will result in an additional 1/12 of pay lost on vacation pay. Such lost pay will be assessed against the employee during the following calendar year.

6.1.4 Holidays, vacation, sick or accident leave, which is medically verified, are considered as work time.

6.1.5 Example of vacation computation: An employee who starts their employment with Fourinox, Inc. on June 15, 2017 will qualify for vacation time as follows:

<u>Accrual Date</u>	<u># of Years Employed</u>	<u>Vacation Accrual</u>	<u>Computation</u>
1-1-2018	.55	22.0 hours	(.55 years @ 40 hours)
1-1-2019	1.55	48.8 hours	(.45 years @ 40 hours) + (.55 years @ 56 hours)
1-1-2020	2.55	69.2 hours	(.45 years @ 56 hours) + (.55 years @ 80 hours)
1-1-2021	3.55	80.0 hours	(1.0 years @ 80 hours)
1-1-2022	4.55	93.2 hours	(.45 years @ 80 hours) + (.55 years @ 104 hours)
1-1-2023	5.55	104.0 hours	(1.0 years @ 104 hours)
1-1-2024	6.55	104.0 hours	(1.0 years @ 104 hours)
1-1-2025	7.55	112.8 hours	(.45 years @ 104 hours) + (.55 years @ 120 hours)
1-1-2026	8.55	120.0 hours	(1.0 years @ 120 hours)
1-1-2027	9.55	142.0 hours	(.45 years @ 120 hours) + (.55 years @ 160 hours)
1-1-2028	10.55	160.0 hours	(1.0 years @ 160 hours)

6.1.6 The Company may, at its discretion, award vacation time to a new hire up to the amount of vacation that the person with the least amount of vacation in the same category receives.

6.1.7 Vacation pay shall be computed at forty (40) hours for each vacation week allowed, times the employee's regular rate of pay.

6.1.8 An employee who leaves the employ of the Company shall be paid the amount of vacation pay he/she is entitled to based on the computation in paragraph (2). (Example: 3 months of earned vacation time will entitle the employee to 25% of vacation pay). In case of an employee's death, his/her accrued vacation pay will be paid to his/her beneficiary or estate. Employees discharged for cause or who quit without giving the Company one (1) week notice shall not be entitled to any vacation pay.

6.1.9 Vacations will be granted at the time that the employee requests provided the efficient operation of the plant is not affected. The Company shall not have the right to deny vacations altogether.

6.1.10 Employee shall designate their vacation period at least four (4) weeks in advance. The Company shall give the employee an answer to his/her request within two (2) weeks after the request is made.

6.1.11 As to time of payment, vacation pay will be paid to employees as in the past.

## 6.2 Holidays.

6.2.1 The following holidays shall be considered paid holidays for all employees who have completed their orientation period:

Memorial Day  
4<sup>th</sup> of July  
Labor Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day

6.2.2 Should a holiday fall during the week an employee is on vacation, he/she shall have the option to take the Friday prior to the scheduled vacation or the Monday following the scheduled vacation if he/she requests this from the superintendent with his vacation request.

6.2.3 If an employee's work record reflects fewer than one thousand nine hundred (1900) hours (unless the employee has been laid off or reduced in hours by the Company, in which case the limit shall be one thousand four hundred (1400) hours) during the previous calendar year, he/she will lose 1/12 of their holiday pay. Each additional one hundred seventy-five (175) hours missed will result in an additional 1/12 of pay lost on holiday pay. Such lost pay will be assessed against the employee during the following calendar year.

6.2.4 Holidays, vacation, sick or accident leave which is work related are considered as work time.

6.2.5 Effective August 15 of each year, all employees will receive two (2) additional vacation days in exchange for deleting the two (2) floating holidays. These days will be subject to the same requirements as vacation days.

6.2.6 New employees will qualify for these two (2) days of vacation after three (3) months of employment. They will then switch to the August 15th accrual as described in the paragraph below.

6.2.7 The two (2) additional days of vacation will accrue on August 15th and will be available for use from August 15th to August 14th of the following year. If an employee does not use their additional two (2) days of vacation prior to August 14th, they will be paid for such time not used.

### 6.3 Holiday Pay.

6.3.1 Holiday pay shall be paid for the amount of time the employee was regularly scheduled to work on the holiday but did not do so due to having the holiday off. Should the holiday fall on Friday or be celebrated on Friday the Company will (as in the past) allow employees to leave once their 40-hour total is achieved. The Company has the option to have employees finish their shift if business deems necessary. Time and one-half will be paid accordingly.

6.3.2 If any of the aforesaid holidays fall on Saturday such holiday shall be celebrated on Friday before the holiday. If any of the aforesaid paid holidays fall on Sunday, such holiday will be celebrated on Monday after the holiday. An employee will only be paid holiday pay for the day designated as the holiday.

6.3.3 If a holiday falls on a Saturday and is therefore celebrated on Friday or falls on a Sunday and is therefore celebrated on Monday, and if mutually agreed upon between the Company and an employee, such employee, in lieu of taking such days or one-half days off and receiving holiday pay, instead works on said Friday or Monday, he/she will receive double time for such hours worked plus holiday pay.

6.3.4 If an employee does not work on a paid holiday and receives holiday pay for such holiday, he/she shall be given credit for the hours of work originally scheduled for each paid holiday or holidays for which he/she receives holiday pay in a calendar week for overtime purposes depending upon whether the holiday is a full day or a half-day holiday.

6.3.5 The intent of this subsection is to give the option of working the following days; day after Thanksgiving; the day before Christmas and New Year's. The option could be exercised only if mutually agreed between the Company and the employee.

6.3.6 In order to be eligible for holiday pay, an employee must have worked his last regular scheduled workday prior to the holiday and his first regular scheduled workday after the holiday. This condition will not apply if an employee is laid off due to a reduction in the work force during the week in which the holiday occurs.

6.3.7 An otherwise eligible employee disabled due to an industrial injury or occupational injury or illness, a personal disabling illness or injury evidenced by a medical report from the employee's personal physician, stating that the employee was unable to work during the period of time in question, death in the family, Jury Duty or Subpoena will still be eligible for holiday pay.

6.3.8 Holidays not worked shall be paid at the employee's regular straight time rate for the amount of time the employee was regularly scheduled to work on the holiday but did not do so due to having the holiday off.

#### 6.4 Leaves Of Absence.

6.4.1 Leaves of absence may be granted by the Company in writing for any reason. However, no leaves of absence shall be given for the purpose of their gainful employment, except when special provisions (such as in the case of physical ailment) shall have been made therefore by agreement between the Company and Bargaining Committee.

6.4.2 The conditions and period of any leave of absence and the purposes therefore shall be set forth in triplicate, on forms provided for that purpose by the Union, with a copy thereof to the employee involved and a copy to the Chairman of the Bargaining Committee.

6.4.3 Leaves of absence shall be granted by the Company in accordance with the written recommendations of the employee's personal physician, for personal disabling injury or illness or work related injury or illness.

6.4.4 It is understood that seniority will continue to accrue for up to two (2) years for employees who had two (2) or more years of seniority with the Company prior to his/her leave of absence. Employees with less than two (2) years of seniority with the Company prior to his/her leave of absence will accrue seniority for up to their length of service prior to the leave, during the leave of absence.

6.4.5 Leaves of absence granted hereunder shall not be construed as applying to leaves given under 6.8, except as to the written record provided for in the second paragraph (6.4.2) of this section.

#### 6.5 Funeral Leave.

6.5.1 In the event of death of an employee's spouse, child, step-child, mother or father, sister or brother, the employee shall be granted leave of absence of three (3) consecutive workdays, one of which shall be the day of the funeral (or Monday or Friday if the funeral is on a weekend) and shall be paid his/her regular straight time hourly day-shift rate for the normally scheduled hours missed.

6.5.2 In the event of death of an employee's grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law and step-parents, the employee shall be granted leave of absence of two (2) consecutive workdays, one of which shall be the day of the funeral (or Monday or Friday if the funeral is on a weekend) and shall be paid his/her regular straight time hourly day-shift rate for the normally scheduled hours missed.

6.5.3 To qualify for bereavement pay, an employee must have completed the orientation period and present proof of family relationship. Funeral leave pay will be paid for any day which is a scheduled workday if the employee applied for the day by notifying his supervisor.

#### 6.6 Active Duty Service in the Armed Forces and Reserves.

6.6.1 Employees, other than orientation employees or temporary employees, who enter the Armed Forces of the United States of America, who have left or subsequent hereto leave their positions for the purpose of being inducted into, enlisting in, determining their physical fitness to enter or to perform training duty in said Armed Forces, shall be reinstated in the service of the Company in compliance with the existing federal statutes.

6.6.2 A seniority employee, who is required to attend a military encampment of the Reserve of the Armed Forces or the National Guard shall be granted a leave of absence.

#### 6.7 Jury Duty and Subpoena Pay.

6.7.1 Employees directed to report for jury duty, on what is considered work hours, shall receive their normal straight time day rate for a maximum period of three (3) weeks. If time spent on jury duty is not considered work hours (such as Saturday and Sunday), the employee shall retain the jury duty pay for that time plus mileage and other reimbursed expenses.

6.7.2 Employees directed to report for jury duty or subpoenaed are to contact their supervisor/manager immediately to determine if they can be released from their duties.

6.7.3 If attendance for jury duty will cause a hardship or be a detriment to the Company, the appropriate supervisor/manager will write a letter to the County Clerk asking that the employee be released from jury duty due to the specific hardship.

6.7.4 Employees serving jury duty or subpoenaed as a witness shall return to work as soon as possible once their jury duty responsibilities are completed, if there is a reasonable amount of time left to work. This includes being called to jury duty, but not selected to serve on the jury that day, or being released from jury duty before the end of the work day.

6.7.5 Employees are to return any jury duty pay for work hours to the payroll department.

#### 6.8 Union Leaves of Absence.

6.8.1 Members selected for such purpose in specific instances by Local Lodge No. 177 or by the International Union shall be granted a leave of absence without pay for such purposes, with seniority by reason thereof, uninterrupted, upon official notice in writing to the Company. Upon expiration of such leave or any extension thereof, the employee shall be returned to his regular job and rate of pay plus any increases placed in effect during the period of such leave of absence.

6.8.2 Such leave shall not exceed ten (10) man-days per year and not more than two (2) employees shall be entitled to be granted such leave simultaneously.

6.8.3 Notice will be given to the Company not less than two (2) weeks in advance.

## **ARTICLE 7 BENEFITS**

### 7.1 Health Insurance.

7.1.1 Beginning on 1/1/17, the Company shall pay 70% of all premium levels and participating employees shall pay the balance.

7.1.2 Beginning 1/1/17, participating employees shall pay the first 27% of annual deductible costs, the Company shall pay the next 57% of annual deductible costs and the participating employees shall pay the final 16% of annual deductible costs.

7.1.3 Company compensation applies to "in-network" costs only.

7.1.4 The Company has installed a "Premium Only Plan" to allow employees to use pre-tax dollars to pay for their portion of the insurance premiums.

7.1.5 Fourinox, Inc. will share insurance premium information in writing with the Union at the Union's request. Upon request of the Union, Fourinox, Inc. will meet and confer with the Union regarding the insurance information and related questions.

7.1.6 Wellness Plan. The Company, at its discretion, shall have the right to institute a wellness plan for medical plan participants. The plan may, at a minimum, provide that non-smokers (including family members if family coverage is selected) will receive a 5% discount on their medical coverage premium.

7.1.7 Health Savings Accounts. The Company shall create Health Savings Accounts for medical plan participants that will allow them to contribute pre-tax dollars into personal accounts via payroll deductions. The accounts may be used by the participants for payment of various medical-related costs, deductibles and other expenses as authorized under state and federal Health Savings Account regulations.

7.2 Dental Insurance. The Company shall offer dental coverage to employees. The Company shall pay 75% of all premium levels and participating employees shall pay the balance. The dental coverage will have \$0 deductible with 100% coinsurance on preventive procedures. It will have a \$50 deductible on restorative and major restorative procedures. There will be an 80/20 coinsurance on restorative procedures and 50/50 coinsurance on major restorative procedures. The maximum benefit per year per person will be \$1,250 for this coverage. There will be orthodontia benefits for eligible children through age 19 with a \$50 deductible, 50/50 coinsurance and \$1,000 lifetime benefit.

7.3 Life Insurance. Life Insurance Benefits will be \$30,000 per Employee.

#### 7.4 Short Term Disability.

7.4.1 Insurance coverage shall remain as is with respect to disability benefit periods and coverage. The benefit payable to the employee, per week, under the short term disability insurance is \$330 per week.

7.4.2 A full time Fourinox, employee shall not be eligible for Short term disability benefits from Fourinox, Inc. if he/she is injured while employed somewhere else.

7.4.3 Supplemental Disability Coverage. The Company shall arrange for AFLAC insurance representatives to meet with employees to explain and offer employee-selected/paid supplemental disability coverage.

7.5 401(k) Employee Benefit Plan. The Company will provide a 401(k) retirement plan for employees.

7.5.1. Discretionary Company Contributions. The company at its discretion may contribute up to 3% of employee's wages to a 401(k) plan on a matching basis each calendar year of the contract.

7.5.2 Mandatory Company Matching Contributions. The Company shall provide a Company match of employee 401(k) contributions as follows:

Calendar year Jan. 1 to December 31, 2018:	1% of employee's wages
Calendar year Jan. 1 to December 31, 2019:	1% of employee's wages
Calendar year Jan. 1 to December 31, 2020:	1% of employee's wages

To receive the match, the employee must contribute portions of their wages into their 401(k) accounts during the applicable year. The employee may contribute more than 1%, but the Company's match will only be up to a maximum of 1%. (Examples of match contribution: Employee contributes .5% of wages into 401(k), then Company contributes .5%, if employee contributes 1% of wages into 401(k) then Company contributes 1%, if employee contributes 2% then Company contributes 1%, if the employee does not contribute into their 401(k) then the Company does not contribute any match).

7.6 Shoe Allowance. The Company will reimburse up to one hundred fifty (\$150) toward the purchase of safety shoes each calendar year. A qualifying receipt must be submitted to the Company Accounts Manager.

7.7 Tool Allowance. The Company will reimburse up to fifty dollars (\$50.00) toward the replacement, repair or purchase of tools used for Fourinox work duties each calendar year, beginning on January 1, 2018. A qualifying receipt for qualifying tools must be submitted to the Company Accounts Manager for reimbursement. If the employee's employment ends during the calendar year in which they have received a tool reimbursement, they shall have the amount of the reimbursement they received that calendar year deducted from their final paycheck.

## **ARTICLE 8 SUBSTANCE ABUSE POLICY**

8.1 Purpose and Prohibitions. Drug and alcohol abuse impairs an employee's ability to perform his or her job and to provide the quality service our customers have come to expect. Employees who work under the influence of intoxicating beverages or drugs may be a danger to themselves and others. As a result, the Company prohibits employees from working under the influence of, possessing, consuming, or selling intoxicants or illegal drugs (including prescription drugs which are not being used in accordance with the prescription) while on duty or on company premises. The Company prohibits both on-duty and off-duty use of illegal drugs.

8.2 Testing. Examples of when drug and/or alcohol testing will occur include, but are not limited to the following:

8.2.1 Post Offer. Testing of drugs will be required only of those applicants to whom the Company has extended an offer of employment conditioned upon the results of such tests. Applicants who test positive will be denied employment. Applicants who refuse to undergo drug tests will also be denied employment.

8.2.2 Post Accident. Any employee responsible for and/or party to an accident resulting in physical injury, death, or damage to property may be tested for drugs and alcohol.

8.2.3. Reasonable Suspicion. An employee who exhibits abnormal behavior/conduct, the smell of alcohol or other observable phenomena may be tested for drugs and alcohol. A supervisor that suspects an employee of being under the influence of alcohol or drugs will have a second supervisor confirm his/her observations. The supervisor will also document the observations, which led to the suspicion for possible drug/alcohol abuse (i.e., appearance, behavior, speech, body odor, etc.). Suspicion of either drug or alcohol use will result in a test for both.

8.2.4. Return from Extended Time Off. Employees returning from layoff or other time off greater than six (6) months may be subject to testing prior to returning to employment. An employee who tests positive will be terminated.

8.2.5 Random Testing. Upon mutual agreement between the Union and the Company, random testing may be commenced upon 90 days prior notice. The details to be mutually agreed upon by the Union and the Company.

8.3. Collection and Preliminary Procedures

8.3.1 An employee who is asked to submit to a screen for alcohol or drug use at an outside collection facility must sign a consent agreement authorizing the release of the results of the screen to the Company. Refusal to submit to a screen for items covered under this policy, jeopardizing the integrity and reliability of the test, or to sign a consent agreement or to take rehabilitation recommended by appropriate medical authorities will result in termination.

8.3.2 The Company will transport and/or accompany the employee to the specimen collection site, if collection is to be done off premises. A representative of

management will accompany the employee. The employee may also request a co-employee or union steward to accompany him as a witness. Such witness shall not be entitled to pay for the time incurred.

8.3.3 The employee must sign a chain-of-custody/control form at the specimen collection site.

8.3.4 If, in the opinion of the company, the employee is unable to safely return to work, the company will arrange transportation home for the employee. Any employee who is tested for reasonable suspicion may be prohibited from returning to work unless there is a negative result on the initial tests.

#### 8.4 Test Results

8.4.1 Negative Results. If test results are negative, the employee returns to work and receives compensation for any wages lost. A negative breath alcohol test is below .02.

8.4.2 Positive Results. If it is determined that the drug or alcohol\* testing is positive, the employee will be suspended until the Company receives a confirmation. If the test is negative then the employee's record would be cleared of any suspension or reference to the incident. The Company will reimburse the employee for time lost while physically able to return to work at the applicable rate, from the time of suspension if confirmation is negative.

If the initial breathalyzer test is between .02 and .04 a confirmation test will be performed within 15 minutes.

\*Positive breath alcohol test is defined as above .04 EBT or Blood Alcohol level or initial screening results indicating a positive result of an illegal or controlled drug.

8.5 Testing Procedures. Drug testing shall be by urine specimen unless the Company and Union agree on another form of test. Alcohol testing will be conducted by an Evidential Breath Test (EBT) or Blood draw. The testing may involve a screening test where results are known within a few minutes. If the drug test results are non-negative, the specimen will be sent to an outside laboratory for testing.

8.5.1 When an employee is asked to submit to a test, the following will be tested:

- Alcohol
- Amphetamines
- Barbiturates
- Benzodiazepines
- Cocaine
- Methadone
- Methamphetamines
- Opiates
- Phencyclidine
- MDMA (Ecstasy)
- THC (marijuana)

8.5.2 The Company will contract with an outside laboratory to perform all required laboratory analysis associated with drug testing. The laboratory will be certified by the National Institute on Drug Abuse (NIDA). The laboratory will fully satisfy every security and chain of custody requirement of NIDA's Mandatory Guidelines for Federal Workplace Drug Testing.

8.5.3 The outside laboratory will confirm all positive drug test results by gas chromatography/mass spectrometry (GC/MS).

8.5.4 Unless otherwise notified, the outside laboratory will retain all records pertaining to positive results for one (1) year.

8.5.5 The Company will retain the services of a Medical Review Officer (MRO) through its drug testing vendor. The MRO will be a licensed physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of drugs of abuse. The physician will have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's positive test results.

8.5.6 The MRO will examine alternative medical explanations for any positive test result. As part of such review, the MRO will notify the employee of the outside laboratory's positive test results and offer the individual the opportunity for an interview and the opportunity to submit any medical records or other information, which may explain the positive test results.

8.5.7 The MRO will review and interpret all test results provided by the outside laboratories. If the MRO determines that the laboratories' results properly represent a positive test result, the MRO will promptly inform the Company by phone and in writing.

## 8.6. Conclusion.

8.6.1 When test results are positive, the employee will be suspended without pay and must be evaluated by a substance abuse professional (SAP) and enter into a treatment program if advised to do so. The evaluation and treatment shall be at the employee's cost. The employee must submit continuing, regular documented proof of treatment.

8.6.2 Failure to comply with rehabilitation will result in termination. Bringing alcoholic beverages, illegal drugs, intoxicants and/or controlled substances on company premises warrants immediate termination.

8.6.3 Any employee who initially tests positive for use of alcohol, illegal chemical substances, marijuana, or controlled substance and, the test is confirmed, will be subject to future unannounced follow-up testing at the discretion of the Company for a period of one (1) year.

8.6.4 If an employee has completed rehabilitation and is found to be intoxicated, or under the influence of an illegal chemical or controlled substance a second time, the employee will be discharged.

8.6.5 In situations where an employee voluntarily comes forward prior to the Company inquiry and admits they have an alcohol or drug problem after having

satisfactorily completed the counseling/rehabilitation program shall be given a second chance at rehabilitation. Any subsequent situations will result in the employee being suspended pending termination.

8.7 Implementation. All new employees will be informed that the Company has an alcohol and substance abuse testing program.

8.7.1 All screening as well as the results of any screen will be treated in a confidential manner. All employees who are tested will be given the results of their tests.

8.7.2 Employees are encouraged to voluntarily seek assistance before the problem comes to the attention of the Company.

8.7.3 This policy does not replace or interfere in any way with normal disciplinary procedures. (For example, if an egregious violation of a work rule occurs, an employee may be terminated, even if they test positive.)

8.7.4 The Company reserves the right to modify this policy at any time with mutual agreement of the Union.

## **ARTICLE 9 MISCELLANEOUS**

9.1 Part-Time Employees.

9.1.1 The Company shall have the right to hire part-time employees when, in the opinion of the Company, business so requires and provided that no regular employees are laid off as a result of such hiring. The number of part-time employees hired by the Company exclusive of part-time employees who are students or retirees shall not exceed a ratio of 1 to 5 as compared to full-time employees. In case of a slow-down in business resulting in layoffs, part-time employees shall be the first to be laid off.

9.1.2 Part-time employees shall not be entitled to receive any of the fringe benefits provided for in this Agreement including, but not limited to, paid holidays, paid vacation, funeral leave and insurance, and part-time employees shall not be required to join the Union.

9.1.3 Part-time employees are those employees who do not work over twenty-nine (29) hours per week.

9.2 Working Foremen.

9.2.1 Foremen, principal owner, related employee and Shop Superintendent shall be allowed to perform bargaining unit work but the number of such working foremen shall not exceed one (1) foreman for each five (5) employees or part thereof.

9.2.2 During workforce adjustments, working foremen will be reduced in similar whole numbers to the percentage laid off, or reassigned to non-manufacturing work, provided that the remaining employees have sufficient skills, qualifications and abilities to perform the job. Such designee's will be spelled out and not allowed to make product

until favorable percentages return, thus preserving manufacturing hours for the remaining workforce.

### 9.3 Bargaining Committee and Stewards.

9.3.1 There shall be a Union committee consisting of not more than three (3) members selected by the Union from among employees in the bargaining unit.

9.3.2 There shall be one (1) steward on each shift where there are five (5) bargaining unit employees actively working on such shift. The steward shall be paid lost wages not to exceed thirty (30) minutes per shift as a result of these duties. The Union will inform the Company when a change in the position of committee member and/or steward occurs.

9.3.3 The Union Steward shall be paid lost wages not to exceed fifteen (15) minutes for union orientation for new employees entering the bargaining unit. The time and place for the union orientation shall be determined by the Shop Superintendent to avoid disruption of work duties.

### 9.4 Bulletin Board

9.4.1 The Company shall make available for the exclusive use of the Union one (1) bulletin board to be located at a mutually agreeable location.

9.4.2 The Union may post on this bulletin board Union reports and business matters, meeting notices and notices pertaining to Union education, recreational or social matters. A copy of all such notices posted by the Union shall be given to the Shop Superintendent.

### 9.5 Hours Of Work.

9.5.1 The regular work week will be as follows:

First Shift:	Monday – Thursday	6:00 AM to 3:00 PM
	Friday	6:00 AM to 12:00 PM
Second Shift:	Monday – Thursday	3:00 PM to 1:30 AM
	Friday	Off

9.5.2 The Company reserves the right to return to 8 hours per shift when business conditions dictate or depending on individual customer demand. This return to traditional hours would be based on position description. The hours would be:

1 <sup>st</sup> Shift:	7:00 AM - 3:30 PM	Monday - Friday
2 <sup>nd</sup> Shift:	3:30 PM - 12:00 AM	Monday - Friday
3 <sup>rd</sup> Shift:	12:00 AM - 7:00 AM	Monday - Friday

3<sup>rd</sup> shift would be for 6.5 hours and paid for 8 hours.

9.5.3 There may be times when the Company may schedule employees to work outside their regular scheduled shift in order to meet the demands of production or any

emergency situation. If such changes become necessary, employees will be given reasonable notice whenever possible. When scheduling permits, a twenty-four (24) hour notice will be given for end of shift overtime. When scheduling permits a Thursday notification will be given for weekend overtime. Any changes other than those listed above must have mutual agreement between the Company and the Union before the change taking place.

9.6 Lunch, Rest and Cleanup Periods. Employees on each shift shall be allowed a paid rest period during the first half of the shift of fifteen (15) minutes duration. There will be a one-half (1/2) hour unpaid lunch period each shift. There will be a paid five (5) minute shop cleanup period at the end of each shift.

9.7 Smoking on Premises. Employees are prohibited from smoking anywhere on Company premises, excluding in vehicles parked in company lot.

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