

AGREEMENT BETWEEN

**PARKER HANNIFIN CORPORATION
ENGINEERED POLYMER SYSTEMS DIVISION
MARION, NY**

And

**LOCAL 1827 of ROCHESTER REGIONAL JOINT BOARD,
WORKERS UNITED**

August 18, 2019 through August 19, 2023

Table of Contents

I. STATEMENT OF PURPOSE.....	3
II. RECOGNITION	3
III. UNION SHOP	3
IV. CHECK OFF	3
V. GRIEVANCE PROCEDURE	4
VI. UNION REPRESENTATIVE.....	4
VII. SENIORITY	5-6
VIII. HOURS OF WORK	6
IX. OVERTIME.....	6-7
X. REVIEWS.....	7
XI. WAGES.....	8-10
XII. LEGAL HOLIDAYS.....	10
XIII. VACATIONS	10-11
XIV. PTO	12
XV. VTO	12
XVI. LEAVES OF ABSENCE	13
XVII. CONDOLENCE LEAVE.....	13
XVIII. JURY DUTY.....	13
XIX. MANAGEMENT RIGHTS AND DISCIPLINE	14-15
XX. NO STRIKE-NO LOCKOUT	15-16
XXI. MEDICAL ATTENTION	16
XXII. SAFETY CLAUSE	16
XXIII. WASH UP, REST PERIOD, AND LUNCH BREAK TIME	16
XXIV. BENEFITS.....	17
XXV. SEPARABILITY AND SAVINGS	17
XXVI. EXPIRATION AND RENEWAL	17

This Collective Bargaining Agreement is entered into between Parker Hannifin Corporation, Engineered Polymer Systems Division (EPS), Marion, NY, here-in-after referred to as the "Company" and Local 1827 of Rochester Regional Joint Board, Workers United, here-in-after referred to as the "Union" on behalf of itself and each and every one of the employees as described in Article II, Section 1.

ARTICLE I. STATEMENT OF PURPOSE

Section 1. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the relationship between the Company and its employees and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties hereto during the life of this Agreement.

It is recognized by both parties that they have a mutual interest; and obligation to maintain friendly cooperation between the Company and the Union which will permit safe, economical and efficient operation of the Company's facility.

Section 2. Neither the Company nor the Union will discriminate against any employee because of race, color, national origin, age, sex, gender orientation, religion, military veteran status, or disability.

ARTICLE II. RECOGNITION

Section 1. The Company recognizes the Union as the exclusive bargaining agency with reference to wages, rates of pay, hours and working conditions of all its employees, including factory clerical employees and inspectors, excepting only supervisory, general office clerical employees, sales representatives, chemists, guards, and technical engineers.

Section 2. The Company agrees, that persons excluded from the bargaining unit, such as supervisors, office clerical and other employees outside of the unit jurisdiction, shall not engage in the work of processing, handling, receiving, shipping or factory clerical work.

This limitation shall not apply, however, in the case of (1) emergencies, until an employee in the bargaining unit can perform the work, (2) the instruction or training of employees, (3) testing materials and production, and (4) correction of set-up and production difficulties.

ARTICLE III. UNION SHOP

Section 1. The Company agrees to retain in its employ as a condition of employment, only employees who maintain and continue to maintain their membership in good standing in the Union on or after ninety (90) days following the beginning of their employment or the effective day of this Agreement, whichever is the later.

The Union agrees to notify the Company in writing concerning any employee who is no longer in good standing due to failure to pay dues and hold the Company harmless from any and all liability arising out of or relating to the matter.

ARTICLE IV. CHECK OFF

The Company agrees that it will during the full term of this Agreement and any extension or renewal thereof, deduct union dues weekly from the wages of each employee who authorizes the same in writing, including initial dues in such amounts as shall be fixed pursuant to the By-Laws of the Local and Constitution of the Union. The total amount so deducted during each month shall be remitted to the Union or its designee, not later than the tenth (10th) day of the succeeding month. An employee shall not be required to become a Union member until ninety (90) days after beginning of employment.

ARTICLE V. GRIEVANCE PROCEDURE

Section 1. During the life of this Agreement, an earnest effort shall be made by the Union and the Company to settle grievances in the following manner:

Step I. Any employee who has a grievance shall first discuss it with his Supervisor within five (5) working days of reasonable knowledge of the alleged violation. In this first step, an employee may utilize the services of the Shop Steward, if the employee so desires but regardless, the Shop Steward shall be informed of this discussion. The Supervisor shall give his answer within three (3) working days.

Step II. If not satisfactorily settled in Step I, the Shop Steward shall present the grievance in writing to the Supervisor within five (5) working days from the answer in Step I. The Supervisor shall investigate and give his answer within three (3) working days. If the Supervisor needs more time for investigation, a reasonable extension may be taken on notice to the Union.

Step III. If not satisfactorily settled in Step II, the Plant Manager or designee, Supervisor, and Business Agent of the Union, President of the Union, and the Shop Steward shall meet and attempt to resolve the grievance. The Company will provide the Union with a written answer within three (3) days from the meeting.

Step IV. Grievances not satisfactorily settled in accordance with the foregoing procedure may be submitted to arbitration by requesting a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service within thirty (30) working days of the Step III answer. If either party is dissatisfied with the panel, that party may request another panel from the Federal Mediation and Conciliation Service. Any request for arbitration must be submitted to the Federal Mediation and Conciliation Service within thirty (30) days of the Company's Step III response.

The Arbitrator shall be selected in the following manner: The party requesting arbitration shall strike the first name, the other party striking the next and so forth until there remains one name who shall be the Arbitrator. The decision of the Arbitrator shall be final and binding on both parties. The fees and expenses of the Arbitrator shall be borne equally by the Union and the Company. There shall be no lockouts, strikes or work stoppages pending the settlement of the grievance in the matter outlined above.

Section 2. It is understood and agreed that the Arbitrator shall not have any authority what-so-ever to add to, subtract from, or in any way alter or amend any of the terms of this Agreement.

Section 3. Any grievance not presented or appealed within the time limits set forth in this Article shall be deemed waived by the delinquent party and removed from record. In the event the Company shall fail to answer as required, the grievance shall automatically advance to the next step.

Section 4. All grievance discussions and union business will be conducted off the shop floor during allotted break periods or outside of the normal production schedule with the exception of Union Officers or Stewards investigating grievances.

ARTICLE VI. UNION REPRESENTATIVE

Section 1. The Union Representative shall have admission by pass from the Management to the shops of the Company at any time during working hours of a business day for the purpose of assisting in the adjustment of grievances and investigating complaints.

Section 2. The Steward shall first notify the Supervisor, prior to leaving his or her workstation, before investigating a complaint or to meet with the Union Representative when the Union Representative is on site.

Section 3. An employee, on request, shall have the right to have one Union representative at any meeting with management off the floor of the Shop. This Section is not intended to limit any legal rights of the employees to Union representation in situations relating to discipline or discharge.

ARTICLE VII. SENIORITY

Section 1. New employees hired directly to Parker shall be regarded as trainees for the first three months of their employment. During this training period, an employee's retention is solely within the discretion of the Company. Employees hired after having trained through an assignment via a staffing agency, shall be deemed a full employee and immediately eligible for all benefits and responsibilities of an employee.

Section 2. Plant seniority shall apply provided the employee has the ability to perform the job efficiently. The Shift Steward shall have seniority over the employees in the plant provided the Steward can perform the available job efficiently.

Section 3. Classification seniority begins from the time an employee enters that classification. Employee date of hire dates will be used for wage bands, vacation accrual, and PTO allowance purposes.

Section 4. In case of layoffs affecting non-probationary employees, length of service shall govern, with the least senior employee being laid off first, provided that in all cases the employee in the job shall have the ability to perform the available work efficiently. In cases of layoff, where there is an honest doubt in the ability of an employee to perform the work, he or she will be allowed to perform the work for a five (5) day period. During this time the Company may review their production for quality, quantity and efficiency to determine the employee's ability to perform the job. Any decisions reached in this regard shall be subject to the grievance procedure.

Section 5. Laid-off employees shall be recalled to work in the inverse order of their lay-off within their classification.

Section 6. Termination of seniority shall take place when an employee:

- a) Resigns.
- b) Is discharged for good cause.
- c) Is laid off and fails to notify the Company within three (3) working days of their intent to return to work or fails to return to work within seven (7) days following such notice, unless illness or some other unavoidable cause prevents their return to work.
- d) Has been on the seniority list for less than one (1) year at the time of layoff and is laid off for twelve (12) consecutive months.
- e) Has been on the seniority list for one (1) year or more at the time of lay off and is laid off for twenty-four (24) consecutive months.
- f) Has been on the seniority list for five (5) years or more at the time of leave of absence due to sickness or injury and remains on leave for twenty-four (24) consecutive months.
- g) Is absent for more than three (3) working days without notifying the Company of reason for absence, and without making a reasonable attempt to notify the Company.

Section 7. Laid off employees shall be offered work in other classifications in preference to temporary employees, unless they do not have the ability to perform the job efficiently. Where there is an honest doubt in the ability of an employee to perform work, he or she will be allowed to perform the work for a five (5) day period. During this time the Company may review their production for quality, quantity, and efficiency to determine the employee's ability to perform the job.

Section 8. Employees shall be given the opportunity to train and learn the requirements necessary for advancement. Production requirements and business demands may delay training; if such conditions continue, the Company will do its best to utilize various optional means to continue subject training. Training time, methods and procedures shall be governed by the Company. Qualified employees may instruct and assist others in the classification per job description.

Section 9. When management determines a shift transfer is necessary for the purpose of training, the least senior qualified employee in the affected classification shall be required by management to accept a temporary transfer to an off shift for a period of time not to exceed 6 weeks. An employee may be transferred for such reason one time in a 12-month period.

Section 10. When an opening occurs on a shift, the job will be posted by classification and any required qualifications. Operators with the required qualifications and that have received an overall "Developing" or higher on their most recent review and not currently training for a previously applied to position will be eligible to apply for an open position and allowed to train for up to 6 weeks. However, management may retain this employee on the current shift while the replacement is being trained for a training period not to exceed 6 weeks. All operators will maintain their usual rate of pay while training. Extensions to the above time limits may be mutually agreed upon.

Section 11. Non-qualified operators may be used on a temporary basis. In the event that a position needs to be filled for longer than ten (10) days, the position shall be posted and awarded by seniority. If a non-qualified operator is used in a position for more than ten (10) days, the union and management will meet to determine the need to post an opening.

ARTICLE VIII. HOURS OF WORK

Section 1. The normal paid working week for employees shall be from Sunday to Saturday, inclusive, forty (40) hours per week.

Section 2.

- a) The normal workweek shall be forty (40) hours, divided into five (5) eight (8) hour days from Monday to Friday for 1st shift, and four (4) ten (10) hour days from Monday to Thursday for 2nd shift.
- b) In the event business necessitates a third (3rd) shift, the company may schedule all three (3) shifts as five (5) day, eight (8) hour shifts.
- c) In the event the company needs to create a third (3rd) shift longer than a three (3) month period, the company and the union will meet to discuss scheduling options.

Section 3. Employee working hours on all shifts are limited to a maximum fourteen (14) hours per workday, inclusive of normal working hours and overtime.

Section 4. Summer hours is an alternate work schedule that can be exercised by management depending on workload and business needs. These hours will run from the week after Memorial Day through the week prior to Labor Day as follows:

- a) First shift will work four (4) nine-hour shifts Monday through Thursday with a four (4) hour workday on Fridays on weeks designated as "Summer Hours".
- b) Second shift will continue with four (4) ten (10) hour shifts Monday through Thursday with Fridays off.
- c) Weeks with company holidays are designated as "normal working hours" as well as the last week of the months with a last-ship day on a Friday to ensure on-time shipments to customers. If OT is available, second shift will be allowed to come in at 10am on Fridays (provided it is not a holiday) so long as there is a machine/press available, with Supervisor's permission on weeks designated as "Summer Hours".
- d) Management will determine the dates and post a calendar no later than 3 weeks prior to commencing Summer hours for planning and vacation purposes.

ARTICLE IX. OVERTIME

Section 1. Time and one-half shall be paid for work performed in excess of forty (40) hours per week.

Section 2. Double time shall be paid for work performed on Sundays, with the exception of 3rd shift starting their work week on Sunday while on three (3) shifts which will be paid at the normal respective rate of pay.

Section 3. Overtime hours will be allotted by the following classifications and methods:

Associate Operators	S/R Associates	Technical Operators
Large Diameter (LD) Molding (B23, B24, 150T, 800T)	Shipping/Inspection	Hydraulics
Sizing	Material Handling	2/G
Molding (B3, B17, B20, B21, B22, auto presses)	Assembly	Toolroom
		2 nd Ops

When overtime is available in a particular method, a minimum of ½ of that overtime shall be available to other methods within the same job classification (AO or TO).

- For example, If LD molding has 8 hours of overtime posted, then someone working in Sizing or Molding would have a minimum of 4 hours of overtime available to work.

Section 4. When mandatory overtime is directed, management shall require no more than 8 hours of mandatory overtime in a given work week. Mandatory hours will be issued at management discretion by method(s) for business needs and shall be posted by Thursday for the upcoming work week. Mandatory overtime will be prorated for a full work day off.

Section 5. If 2nd shift is on a 10-hour/4-day week, overtime will be calculated for the second shift during holiday weeks in the following manner: When there is one holiday in the week, overtime will be paid above 38 hours; when there are two holidays in the week, overtime will be paid above 36 hours. 2nd shift is not required to makeup the two (2) hours per holiday to achieve the 40 hour per week requirement.

Section 6. Mandatory overtime in a given method of molding will be assigned to those trained on a weekly rotating basis and posted by the guidelines of Section 4. If another trained employee volunteers to take the mandatory hours for someone assigned for a given week (partial or whole of the assigned hours), the supervisor will be informed by the end of the previous day's shift and the person taking the hours will sign the weekly mandatory overtime sheet next to the person they are accepting the hours for.

Section 7. Voluntary overtime hours will be posted by Thursday for the upcoming work week but may be increased by management due to business needs.

Section 8. When weekly overtime (M-F 1st shift, M-Th 2nd shift on two shifts or M-F 1st, 2nd, 3rd shifts on 3 shifts) is offered, method seniority will take precedence over classification seniority. When weekend overtime is offered, classification seniority will take precedence.

Section 9. When overtime is available in another method outside of an employees' normal method, the senior qualified operator shall be given preference for the allotted overtime. The overtime hours available will be prorated based on the number of days worked in the given method, rounded up to the nearest hour.

Section 10.: The practice of using part-time employees at the Company shall continue, however, this practice shall not have the effect of eliminating overtime work for regular employees.

ARTICLE X. REVIEWS

Section 1. All union employee reviews will be conducted on July 1st and will be reviewed by the supervisor and employee by July 31st.

Section 2. New hire employees will receive 30/60/90-day reviews and will receive an annual review on the July 1st following their acceptance into the union.

Section 3. At the review, the employee will be evaluated based on their regular, satisfactory job performance and work record, including the quality of work and overall productivity. Management will provide the reasons for advancement or non-advancement, in a constructive fashion and inform the employee what needs to be accomplished to advance.

Section 4. Any employee who receives an "Unacceptable" review will receive a follow up review after six (6) months. If the follow up review is rated at an "Unacceptable", management reserves the right to implement a performance improvement plan (PIP) to correct the "Unacceptable" performance. A copy of the PIP will be provided to the union president.

Section 5. 6-month follow up reviews will be conducted on January 1st and reviewed by January 31st.

Section 6. A written review will be supplied to the employee upon request, and the evaluation is subject to the grievance procedure as to its fairness.

ARTICLE XI. WAGES

Section 1. Wage bands based on classification, grade, and continuous years of service:

Associate Operator							
Grade		Pay Range					
A	MAX	\$24.00	\$24.24	\$24.97	\$25.72	\$26.87	\$27.14
	MID	\$18.60	\$18.79	\$19.35	\$19.93	\$20.83	\$21.04
	MIN	\$13.20	\$13.33	\$13.73	\$14.14	\$14.78	\$14.93
B	MAX	\$19.00	\$19.19	\$19.77	\$20.36	\$21.27	\$21.49
	MID	\$15.93	\$16.08	\$16.57	\$17.06	\$17.83	\$18.01
	MIN	\$12.85	\$12.98	\$13.37	\$13.77	\$14.39	\$14.53
C	MAX	\$14.00	\$14.14	\$14.56	\$15.00	\$15.68	\$15.83
	MID	\$13.25	\$13.38	\$13.78	\$14.20	\$14.84	\$14.98
	MIN	\$12.50	\$12.63	\$13.00	\$13.39	\$14.00	\$14.14
Continuous Years of Service		0-<5	5-<10	10-<20	20-<30	30-<40	40+

S/R Associate Operator							
Grade		Pay Range					
A	MAX	\$29.00	\$29.29	\$29.88	\$30.77	\$32.16	\$32.48
	MID	\$22.50	\$22.73	\$23.18	\$23.87	\$24.95	\$25.20
	MIN	\$16.00	\$16.16	\$16.48	\$16.98	\$17.74	\$17.92
B	MAX	\$24.58	\$24.83	\$25.32	\$26.08	\$27.26	\$27.53
	MID	\$19.59	\$19.79	\$20.18	\$20.79	\$21.72	\$21.94
	MIN	\$14.60	\$14.75	\$15.04	\$15.49	\$16.19	\$16.35
Continuous Years of Service		0-<5	5-<10	10-<20	20-<30	30-<40	40+

TECHNICAL OPERATOR							
Grade		Pay Range					
A	MAX	\$31.00	\$31.31	\$31.94	\$32.89	\$34.21	\$34.55
	MID	\$24.00	\$24.24	\$24.72	\$25.47	\$26.49	\$26.75
	MIN	\$17.00	\$17.17	\$17.51	\$18.04	\$18.76	\$18.95
B	MAX	\$28.69	\$28.97	\$29.55	\$30.44	\$31.66	\$31.97
	MID	\$22.34	\$22.57	\$23.02	\$23.71	\$24.66	\$24.90
	MIN	\$16.00	\$16.16	\$16.48	\$16.98	\$17.66	\$17.83
C	MAX	\$26.37	\$26.63	\$27.17	\$27.98	\$29.10	\$29.39
	MID	\$20.69	\$20.89	\$21.31	\$21.95	\$22.83	\$23.06
	MIN	\$15.00	\$15.15	\$15.45	\$15.92	\$16.55	\$16.72
D	MAX	\$21.10	\$21.31	\$21.73	\$22.38	\$23.28	\$23.51
	MID	\$17.60	\$17.77	\$18.13	\$18.67	\$19.42	\$19.61
	MIN	\$14.10	\$14.24	\$14.53	\$14.96	\$15.56	\$15.72
E	MAX	\$15.82	\$15.98	\$16.30	\$16.79	\$17.46	\$17.63
	MID	\$14.51	\$14.66	\$14.95	\$15.40	\$16.01	\$16.17
	MIN	\$13.20	\$13.33	\$13.60	\$14.01	\$14.57	\$14.71
Continuous Years of Service		0 to 5	5 to 10	10 to 20	20 to 30	30 to 40	40+

Associate Operator Grades

- A - Proficient in manual hydraulic press operation (molder), auto presses, heat sizing/coining operation, or inspection process AND also proficient in 2 of the following 4 areas: molding, sizing, inspection, auto press positions.
- B - Proficient in manual hydraulic press operation (molder), heat sizing/coining operation, or inspection process.
- C - Trainee defined as under instruction until evaluation by supervisor of proficiency.

Shipping and Receiving Associate

- A - In the position as Shipping Clerk or Material Handler.
- B - Proficient in shipping operations, material handling, but not currently filling that role, or assembly.

Technical Operator Grades

- A - Has the ability and knowledge to run any 2/G machine from print to part with no assistance effectively. [Okuma LU Series lathes, Okuma mills, Chiron, SL-40 (new)] or in the Toolroom position.
- B - Capable to operate 2/G machines with little assistance effectively. [Okuma LU Series lathes, Okuma mills, Chiron, SL-40 (new)].
- C - Proficient in Hydraulic machining > 4 machines. [ST-20, ST-20II, SL-20, SL-30, SL-40 (old), L-250, Haas mini (counts as 1)] or 2nd Ops position.
- D - Proficient in Hydraulic machining ≤ 4 machines. [ST-20, ST-20II, SL-20, SL-30, SL-40 (old), L-250, Haas mini (counts as 1)]
- E - Trainee defined as under instruction until evaluation by supervisor of proficiency.

Section 2. Classification grades shall be determined exclusively by management. Advancements between classification grades will be determined by management during annual review.

Section 3. Any new equipment brought into the facility is at the discretion of management as to what Classification and Method it shall be operated under.

Section 4. Union wage increase on July 1st:

1st year (7/1/2019)	2nd year (7/1/2020)	3rd year (7/1/2021)	4 th year (7/1/2022)	5 th year (7/1/2023)
\$0.38	\$0.38	\$0.38	\$0.38	\$0.38

Section 5. Wage bands will increase proportionally to the union wage increase to prevent capping out and will be posted annually with updated wage bands. Management reserves the right to increase a wage band in the event an employee reaches a maximum for a given wage band due to merit raise.

Section 6. Any employee who reports for work at their regularly scheduled starting time, in the absence of prior notice to the contrary, shall be guaranteed six (6) hours of consecutive work of any kind at their regular rate of pay, or its equivalent at their regular rate of pay. All employees may be required to stay on the job and perform any work as directed by management in order to be entitled to report in pay.

Report in pay will not be paid if:

- a) The employee has been notified not to report in before leaving home.
- b) If the Company makes a reasonable and responsible effort to contact the employee by phone or radio.
- c) If prevented from working because of a complete plant shut down is the result of flood, fire, power failure or other incidents that are reasonably beyond the control of the Company.

Text notifications will be sent out as soon as reasonably possible to notify employees if the plant is closed due to weather, power failure, road closures, or travel prohibited by law enforcement. If employees have been notified, they will not be held responsible for achieving the 40-hour work week requirement.

Section 7. In the event that business necessitates a third (3rd) shift, the company and union will meet to address compensation options for the third (3rd) shift at least thirty (30) days prior to implementing the third (3rd) shift.

Section 8. In the event that an employee's work in his or her classification is completed, runs out of stock and/or has a mechanical breakdown, subject employee may be transferred to another job, in another classification, to protect such employee from a temporary layoff. The transfer shall not displace another employee, on the same job in the new classification, and in no case, will such a transfer last longer than one work day, unless extended by mutual agreement. Transferee shall receive his or her standard rate of pay for such temporary services.

Section 9. In the event that an employee is transferred from his or her classification for Company convenience into another classification, subject employee shall receive the higher rate of the two classifications for such time as the transfer is in effect.

Section 10. All lead persons will be compensated at the rate of \$1.00 in addition to their normal hourly rate.

Section 11. The shift differential for the second shift shall be \$2.50 in addition to their normal hourly rate.

Section 12. In the event an employee received shift differential at any time during the year in which vacation entitlement was accrued, shift differential shall be prorated in computing vacation pay.

ARTICLE XII. LEGAL HOLIDAYS

Section 1. The EPS Division holiday schedule will be followed, except when a holiday falls on a Friday for 2nd shift, which will be observed on Thursday of that week. If the Thursday of the holiday week is also a holiday in addition to Friday, then Wednesday and Thursday will be the observed holidays for 2nd shift.

Section 2. All employees who have passed their probationary period with the Company shall be paid eight (8) hours holiday pay, at their regular straight time hourly pay and night shift bonus but exclusive of overtime premium pay, for each holiday, subject to the following provisions:

- a) The employee must work sixteen (16) hours within the week the holiday falls, except as provided in the following paragraph:
 1. When a holiday falls within an employee's approved vacation period, the employee shall be entitled to an additional day off with pay or pay given in lieu thereof upon their return to work, at employee's option.
 2. An employee who works on a holiday shall be paid double time for hours worked in addition to being given their holiday pay as herein provided.
 3. When a holiday falls within an approved company shutdown period.

ARTICLE XIII. VACATIONS

Section 1. Vacation entitlement from date of hire will be determined as follows:

- a) Completion of one (1) year's continuous Service Anniversary-Seniority Date – one (1) weeks vacation.
- b) Completion of two (2) year's continuous Service Anniversary-Seniority Date – two (2) weeks vacation.
- c) Completion of eight (8) year's continuous Service Anniversary-Seniority Date – three (3) weeks vacation.
- d) Completion of seventeen (17) year's continuous Service Anniversary-Seniority Date – four (4) weeks vacation.
- e) Completion of twenty-five (25) year's continuous Service Anniversary-Seniority Date – five (5) weeks vacation.

Section 2. To be eligible for the vacations listed above the employee must work 1,560 hours in the preceding year or, if the employee was hired during the previous calendar year, the employee must qualify by working 1,560 hours by the anniversary date. Provided however, that if the employee works less than 1,560 hours but at least 1,040 hours in said year, the Employee shall be eligible for a paid vacation in the proportion of the number of hours worked to 1,560.

Section 3. For the purpose of determining vacation pay, absences for only the following reasons will be considered as hours worked: Condolence Leave, Jury Duty, Union Business, Vacation Time, PTO, VTO and Holidays as provided in this Agreement.

Section 4. Employees on lay-off, illness, disability, FMLA, NYPFL or on excused leave shall not have such time counted as hours worked for vacation purposes.

Section 5. Vacation time and pay computations will be to the nearest day and cent, respectively, the pay being the vacation hours (as determined in the preceding paragraphs, times the employee's regular hourly pay rate, including shift differential). Vacations will be granted, so far as possible, the week or weeks selected by the employee, senior length of service employees have preference, but to insure orderly operation of the plant certain employees may be required to change their vacation choice. Employees shall give thirty (30) days' notice of his or her requested vacation time for periods greater than 1 week of vacation. Employees may take vacation in daily intervals with 48-hour notice and prior approval of the company.

Section 6. The Company may close the plant for vacation weeks with two (2) month prior notice to the start of the shutdown period. If conditions change quickly, shutdown may be cancelled with at least a thirty (30) day notice.

Vacation weeks shall be considered to be the week of 4th of July, the week of Thanksgiving, and the period between Christmas Eve and New Year's Day. Management reserves the right to adjust the shutdown periods within these time periods based on business needs and where the work days fall between the holidays. Employees will be allowed to use vacation time and/or PTO to cover their hours during these periods, however any employee who has exhausted their vacation and/or PTO balance will not be paid for hours not covered during these periods and will be considered on a leave of absence for the hours missed.

If the Company plans on scheduling production during the shut down period, employees may request to work based on the number of openings and have their vacation rescheduled. Employees will be chosen by seniority within their classification for the available jobs. The Company will notify the Union thirty (30) days in advance of the number of openings and in which classifications.

ARTICLE XIV. PTO

Section 1. PTO shall be granted to all employees in quarterly increments corresponding to Parker's fiscal year. PTO shall be granted as follows:

Continuous Years of Service	Hours/Quarter	Total Hours
<4	6	24
4	8	32
8	10	40
15+	12	48

Section 2. All employees are capped at 48 hours of PTO and any hours not used over this cap shall be paid out at straight time pay at the beginning of the quarter. Quarters shall be defined as Jan 1st, Apr 1st, Jul 1st, and Oct 1st.

Section 3. Additional hours of PTO granted based on time of service shall be granted on the following quarter from the anniversary date.

Section 4. If available, PTO can be used in increments of one (1) hour.

ARTICLE XV. VTO

Section 1. VTO is a completely voluntary means of labor hour management to manage the workforce during periods of low production. Voluntary Time Off (VTO) hours will be allotted by the following classifications and methods:

Associate Operators	S/R Associates	Technical Operators
Large Diameter (LD) Molding (B23, B24, 150T, 800T)	Shipping/Inspection	Hydraulics
Sizing	Material Handling	2/G
Molding (B3, B17, B20, B21, B22, auto presses)	Assembly	Toolroom
		2 nd Ops

Section 2. Available VTO hours (when available) will be posted by Thursday for the upcoming work week but may be increased by management due to business needs. VTO hours are "no pay, no points" meaning employees will not be paid for the VTO hours used but will also not be awarded attendance points for working less than the required hours for their shift as well as less than forty (40) hours for the basic workweek.

Section 3. Employees will not be required to exhaust vacation or paid time off (PTO) prior to using VTO, however, if VTO is available in a given method, employees will be allowed to use PTO in conjunction with VTO to cover their required hours (required hours meaning 40 hours minus VTO hours).

Section 4. The "2-hour rule" will not be allowed to be used in conjunction with VTO on the same workday.

Section 5. VTO hours are to be used at the back end of the shift in one (1) hour increments and the supervisor must be informed forty-eight (48) hours in advance of their planned usage for work planning purposes. Supervisors have the ability to authorize exceptions to the 48-hour notification depending on daily workload, so long as VTO authorized does not exceed the weekly posted limit.

Section 6. Hours taken as VTO will not be allowed to be made up.

ARTICLE XVI. LEAVES OF ABSENCE

Section 1. EPS Division FMLA Policy will be followed.

Section 2. When any employee is assigned to Union duties, they shall upon written request of the Union, be granted a written leave of absence for a period of not in excess of six (6) months, without forfeiting seniority. However, such leave shall be without pay. No more than three (3) employees shall obtain such leave of absence at any one time, and in such case the Company shall be given an absence notice by the Union of not less than two (2) weeks. However, Union officers, the Chief Shop Steward, and Stewards, may take off time from work for outside Union business during the working day by giving twenty-four (24) hours' notice to the Company, such time off in each instance shall not exceed eight (8) working hours for 1st shift or ten (10) working hours for 2nd shift. Union members who are elected as delegates or alternates to conventions shall be granted time off from work without pay to attend these sessions.

Section 3. Leaves of absence may be granted with management approval without pay provided the employee has exhausted all vacation and PTO first. Management requires that employees requesting a Leave of Absence seek mandatory approval greater than twenty-four (24) hours from their Supervisor, Manager, and location HR Representative.

ARTICLE XVII. CONDOLENCE LEAVE

Section 1. All employees who are bereaved by a death in their immediate family (interpreted to mean, Father, Mother, Grand-Father, Grand-Mother, Spouse*, Son, Daughter, Brother, Sister, Step-son, and Step-Daughter, Step-Father, and Step-Mother, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, Grandchild) shall be granted time off to attend the funeral service. Two (2) days paid condolence leave will be granted for deaths in immediate family (except for brother-in-law and sister-in-law whom will receive one (1) day of paid leave). When these days fall within the regular workweek, Monday through Friday, the Company will pay the employee their straight time pay for eight (8) hours, including night bonus if working a night shift at the time the leave is started, for such days of absence. Employees shall be eligible for an unpaid leave of absence, following the guidelines of Article XIV for a Leave of Absence, if additional bereavement time is necessary.

*Spouse will be defined by New York state law.

Section 2. Time off without pay will be granted for death of immediate family members not covered under this contract for purposes of attending the funeral. Such time off, to be granted with prior approval of the Company, shall not constitute an unexcused absence.

ARTICLE XVIII. JURY DUTY

Regular employees serving Jury Duty will be compensated for their loss of earnings resulting from such duty. The loss of earnings shall be computed at the employee's regular rate of pay, for lost time not to exceed eight (8) hours per day, less the jury pay received by the employee.

ARTICLE XIX. MANAGEMENT RIGHTS AND DISCIPLINE

Section 1. The Company reserves the right to exercise its function, authority, and rights, including the right to manage the plant and control direction of the work force, except for those provisions expressly provided for in this Agreement. The Company retains the unlimited right to promulgate, revise or modify plant safety, work, and professional conduct rules governing order and discipline in the plant. Said rules will not become effective until the Company has discussed these rules or changes with the local Union Business Representative (via email), Union President and/or the Chief Steward and the rules have been posted on the bulletin board for a period of seven (7) working days. The company may post the rules or changes in clear view on the bulletin boards or provide a copy of the rule or change to each employee. If the Union does not agree with the reasonableness of the rules or changes, it shall have seven (7) working days from the date of the meeting with the Company to protest any possible enforcement by filing a grievance specifying the rules or changes it believes to be unreasonable. Failure to file a timely grievance within the seven (7) day period will constitute a waiver of any right to challenge the reasonableness of the rule thereafter.

Section 2. All discipline pursuant to reasonable rules and regulations shall be subject to the grievance procedure and may be grieved as to its reasonableness and application.

Section 3. All employees will be treated equally in regard to rules and regulations and company policies.

Section 4. It is recognized that it is necessary for the Company to control absenteeism and tardiness through progressive discipline. With respect to absence for illness, the Company may require verification by physician's statement. If an employee is to miss work that does not fall under any of the criteria as described below, regardless of reason, they will be subject to receiving attendance point(s) as listed below:

- a) If an employee does not arrive on time to work for their shift due to seeking medical treatment, they will be subject to the point system listed in the contract.
- b) If the employee chooses to seek medical treatment during their off-shift hours and arrives to work on time for their normally scheduled shift with a notice from a physician, that employee will be exempted from receiving point(s) for the period listed on the physician's note and will not receive a point for that day as they arrived to work on time, but are not cleared to work due to a medical condition.
- c) If the employee seeks medical attention during their off-shift hours and are physically unable to arrive to work for their normally scheduled shift, they will be exempt from receiving point(s) for the period listed on the physician's note, provided they give notice by phone to their supervisor, and will provide the physician's note to their supervisor upon returning to work. The note must include the date and time the employee was seen to verify employee was seen before their normally scheduled shift.

Section 5. Excusable absences shall consist of bereavements, jury duty, union business, medical leave of absence covered by short-term disability, FMLA leave, NY Paid Family Leave, subpoenas, or any other absence expressly authorized by the Company.

Section 6. Employees with excessive absenteeism will be disciplined as follows:

Occurrence	Points
Tardy (clock in up to 20mins. Late)	1
Tardy (unexcused partial day)	2
Unexcused absence (1 day)	3
No call / no show (1 day)	4
Unapproved Vacation (1 day or ½ day)	1
Insufficient Overtime	2

Points Rules	Discipline
6 Points	Verbal Warning
10 Points	1st Written Warning
14 Points	2nd Written Warning
18 Points	Disciplinary time off or counseling
22 Points	Discharge

Section 7. Points will be accrued cumulatively on a rolling twelve (12) month cycle (both prior to and between warnings). Points will subsequently be reduced after twelve (12) months from the date they were received. A weekly attendance report will be given to the union stewards.

Section 8. Absences of two (2) hours or less for reasons of personal business or personal problems or hardship causes, may be taken with a reasonable excuse provided to the Company without penalty and at the discretion of management. The two (2) hour rule may be denied if a pattern of abuse is evident. PTO time, if available, shall be used first for such absences. In case of excessive absenteeism, the Company has the right to send employees absent for accident or sickness to a doctor for a second opinion. All tardiness will be recorded as an occurrence, but employees who are late for not more than five (5) minutes shall not be docked.

Section 9. In the manner provided in Article V of this Agreement it is found that any employee has been discharged, suspended, or laid-off without cause, the employee shall be immediately reinstated to his former job without loss of seniority rights and shall be paid a sum of money by the Company equal to straight-time hours lost at the Company, times the employee's hourly rate of pay.

Section 10. The parties agree that the foregoing may be subject to modification and change in the grievance steps one (1) through three (3) in reaching a settlement to matters in dispute, which may include settling a grievance for less than full back pay or reinstatement.

Section 11. All disciplinary action taken by the company shall remain in effect and be retained in an employee's file for a period of twelve (12) months, excluding any extended periods of leave (90 continuous days or more) during or in conjunction with any part of the twelve-month period. Such disciplinary action will not thereafter be considered in implementing further progressive corrective action but will be retained in the employee's file.

Section 12. Management from time-to-time needs to fill non-bargaining unit position or job functions with bargaining employees. The parties agree that it is management's sole discretion, to select the employee(s) to fill the job position(s) or perform job functions as needed, and to determine the amount of time needed for the temporary position. Management will not undermine the union's position and the union understands that it has no future control or interest in the temporary position. Seniority will accrue during time served in a temporary position.

Section 13. Management retains the right to make assignments when ADA Accommodations or Safety restrictions need to be met. All light duty will be performed on the shop floor unless no work is available on the shop floor. Office work will be offered as a last resource.

ARTICLE XX. NO STRIKE-NO LOCKOUT

Section 1. The Union and the employees covered by this Agreement agree that they shall not, either collectively or individually during the term of this agreement, cause, instigate, condone, sanction, contribute to or participate in any strike, stay-in, slow-down, curtailment of or refusal to work, secondary boycott, picketing, or sympathy strike. The Company agrees that there shall be no lockout during the term of this Agreement.

Section 2. Participation by any employee or employees in any act violating the provisions of Section 1 of this Article in any way will subject such employee or employees to disciplinary action including discharge by the Company, subject to the grievance procedure.

Section 3. In the event of an alleged violation, of Section 1, the Union and its officers and representatives shall notify the members and employees covered under this Agreement that the work interruption is unauthorized by the Union and order and encourage all employees to return to work immediately. The Union shall communicate with each employee by telephone or employee meeting and by certified letter to the residence of each employee.

Section 4. In the event of an alleged violation of this article by either party, the aggrieved party has the right to request immediate arbitration through the Federal Mediation and Conciliation Service.

Section 5. The arbitrator shall be selected in the following manner: The party requesting arbitration shall strike the first name, the other party striking the next and so forth until there remains one name, who shall be arbitrator.

Section 6. The arbitrator shall hold a prompt hearing within forty-eight (48) hours after notice of the alleged violation, or as soon thereafter as is practicable depending upon the Arbitrator's schedule and shall render an award within twenty-four (24) hours after the hearing. Such decision and order of the Arbitrator shall be final and binding on the parties of this Agreement. The expense of such arbitrating shall be allocated as provided in Article V of this Agreement. The arbitrator shall have the right to assess damages and penalties, and decide whether disciplinary action, if taken, was just and proper.

Section 7. Nothing herein contained shall be deemed as a waiver by the Company or the Union of the right to institute legal proceedings where strike, slowdown or lockout is in violation of this Agreement.

ARTICLE XXI. MEDICAL ATTENTION

Section 1. First aid by qualified personnel for minor cuts and injuries will be administered at the Plant. More serious injuries will be treated promptly at the doctor's office, hospital or clinic.

Section 2. Any injury, regardless of severity, shall be reported to management immediately.

ARTICLE XXII. SAFETY CLAUSE

Section 1. The Company will maintain either a Safety and Health Committee or a Safety High Performance Starpoint Team to meet once a month to direct improvements in maintaining safe and healthful working conditions throughout the facilities.

Section 2. A Safety and Health Committee is composed of two (2) Union employees and two (2) Management employees.

Section 3. A Safety Starpoint Team is made up of at least one Representative from each Natural High-Performance Team in the facility. There can be more than one representative from each team, but one will act as the primary rep and the other as a backup. Rotation shall be every 6-12 months based on the work of the team.

ARTICLE XXIII. WASH UP, REST PERIOD, AND LUNCH BREAK TIME

Section 1. All employees, at the end of the work day and at lunch break, shall continue to receive paid wash-up time of five (5) minutes and may punch out for each time without being penalized. All employees shall continue to receive two (2) paid rest periods of fifteen (15) minutes each per day. One shall be scheduled in the first half of the shift and one in the second half of the shift.

Section 2. Any employee who leaves the premises during lunch shall physically punch out on the time clock prior to departure, and punch back in upon return. Any employee who is working overtime before or after their normally scheduled shift shall be allowed to use the 5-minute wash up period as an additional 5-minute break, or the 5-minute period before the start of first shift, provided they are working a minimum of one (1) continuous hour of overtime preceding or following the 5-minute break.

ARTICLE XXIV. BENEFITS

Section 1. Medical benefits will be available to the bargaining unit members on the same basis as salaried employees.

Section 2. Dental and vision coverage will be available on the same basis as the salaried employees of EPS Division.

Section 3. The bargaining members will participate in the EPS Division 401(K) Plan.

Section 4. Life insurance coverage will be available on the same basis as the salaried employees of EPS Division.

Section 5. Christmas Bonus. Length of Service Bonus six weeks to one year \$60.00, one year to five years \$80.00, five years to ten years \$100.00, over ten years \$120.00.

Section 6. Tool Replacement. Company to provide up to \$200.00 per year for tool replacements/ repairs. This can also be used to pay 50% of new tool acquisitions with prior company approval. Proof of damage and replacement is required. Subject clause includes measuring devices.

Section 7. PPE Reimbursement. 100% reimbursement for initial pair of safety boots, 50% each subsequent year. Prescription safety glass frames reimbursed 100% every two (2) years, lenses reimbursed 100% annually.

Section 8. The Company agrees to reimburse employees for tuition expenses with respect to educational courses and outside training, provided that the Company gives prior approval of the course or training and the employee receives a passing grade.

Section 9. The Company agrees to pay the two (2) most senior volunteer fireman for regular hours (not overtime or Saturday work) lost by them in fighting a fire or related bona fide emergencies requiring their attendance, provided they notify their supervisor prior to departure, and provided that such two (2) employees are members of and have expended their time on behalf of the Marion Fire Department. Pay for such hours shall be at the straight-time rate.

Section 10. Uniform shirts will be provided by the company as part of a service agreement and will be the mandatory uniform while working on the shop floor.

ARTICLE XXV. SEPARABILITY AND SAVINGS

Section 1. If any article or section of this contract, or if any riders thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of an article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE XXIV. EXPIRATION AND RENEWAL

Four Year Agreement August 18, 2019 - August 19, 2023, 11:59pm

This Agreement shall be in force and effective from August 18, 2019, until August 19, 2023 and for one (1) year thereafter unless either party notifies the other in writing not less than sixty (60) days before August 19, 2023 of its desire to enter into negotiations for changes and if such changes are not agreed upon by the parties, prior to August 19, 2023, the Agreement shall terminate on said date.

LOCAL 1827 OF ROCHESTER REGIONAL JOINT BOARD

P.O. BOX 582 LIVERPOOL, NY 13088-0582

PHONE: (315) 453-3990 FAX: (315) 453-3668

PARKER HANNIFIN ENGINEERED POLYMER SYSTEMS DIVISION

CONTRACT AGREEMENT 2019-2023

Four Year Agreement August 18, 2019 - August 19, 2023



Union Representative, Eduardo Jofre



Company Representative, Daniel Potwin



Local President, Robert Davison

8/18/19

Date

RULES AND REGULATIONS GUIDELINES

A. VIOLATIONS OF THE FOLLOWING RULES AND REGULATIONS WILL RESULT IN IMMEDIATE DISCAHRGE:

1. Insubordination (refusing to follow reasonable orders of your Supervisor.)
2. Use of threatening or abusive language toward a management representative on Company Property.
3. Theft or removal without authorization from its proper place any property of the Company, other employees, or visitors on the premises.
4. Falsification of records, reports, job application forms or employment documents.
5. Unauthorized alteration of time cards or the punching of another person's time card.
6. Scuffling or fighting on Company property.
7. Gambling in any form on Company property.
8. Indecent conduct.
9. Reported to work intoxicated or in possession of or drinking alcoholic beverages on Company property.
10. Reporting to work under the influence of or possession of any illegal drug.
11. Possessing firearms or other weapons on Company property.
12. Misuse, damaging, or willful abusing of Company property.
13. Sleeping on the job.

B. VIOLATION OF THE FOLLOWING RULES AND REGULATIONS WILL RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING SUSPENSION OR DISCHARGE:

1. Absence without proper notification.
 - A. If you cannot report to work at the scheduled time, telephone Redmond Plastics at the following number: 315-926-4211.
 - B. Provide the reason for your absence and the date you expect to return to work.
 - C. If you are under the care of a physician, you should provide this information also.
 - D. Your call should be made as far in advance of your reporting time as possible.
2. Repeated tardiness. (See Contract – Discipline Language)
3. Unnecessarily leaving your work station without permission from your supervisor.
4. Failure to wear safety equipment, violating safety rules, or otherwise working in an unsafe manner.
5. Smoking in unauthorized areas.
6. Removing Company notices or bulletins without authorization. Posting sign, notices, bulletins, etc., without authorization.
7. Continued failure to meet minimum production standards.
8. Wasting materials and making scrap unnecessarily.
9. Over-staying break and lunch periods.
10. Failure to keep the working area or machine clean.
11. Using Company equipment for personal business without permission of the Plant Manager.
12. Entering the plant at unauthorized time without permission.
13. Use of threatening or abusive language or acts toward an employee on Company property.
14. Engaging in horseplay or disorderly or immoral conduct on Company property.
15. Disregard of the starting or quitting times,
16. Leaving the plant during working hours without permission from the foreman.

C. VOLUNTARY TERMINATION:

Three day's absence without proper notification will be considered an automatics voluntary resignation irrespective of any prior disciplinary action. Instructions for proper notification are outlined above,

D. OTHER CIRCUMSTANCES:

The Company recognizes that it is impossible to outline rules and regulations applicable to all situations. In the event that a situation arises that is not covered above, management will investigate, deliberate, and decide the matter. These decisions will be made without prejudice to future situations of the same or similar circumstances. If you have any questions concerning the rules and regulations, it is necessary that you ask your Supervisor.