



**AGREEMENT**

**between**

**PELLA WINDOWS & DOORS, INC.**

**and**

**CHICAGO REGIONAL COUNCIL  
of CARPENTERS**

**LOCAL 1027**

**MILL-CABINET-INDUSTRIAL DIVISION**

**For the period**

**June 1, 2017 through May 31, 2021**

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## AGREEMENT

**THIS AGREEMENT**, effective as of June 1, 2017, by and between **PELLA WINDOWS AND DOORS, INC.** (hereinafter referred to as "COMPANY") and **CHICAGO REGIONAL COUNCIL OF CARPENTERS, LOCAL 1027, (MILL, CABINET, INDUSTRIAL DIVISION)**, (hereinafter referred to as "UNION") shall be in full force and effect for four (4) years, from June 1, 2017, through and including May 31, 2021.

### ARTICLE I RECOGNITION

**1.1** The COMPANY recognizes the UNION as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all full-time and part-time assembly, warehouse, painter and service employees at its Batavia, Illinois location, but excluding all other employees, truck drivers, office clerical and professional employees, guards and supervisors, as defined in the National Labor Relations Act.

### ARTICLE II NO DISCRIMINATION

**2.1** Non-Discrimination. The COMPANY and the UNION agree that there will be no discrimination against any employee because of race, creed, color, sex, national origin, age or handicap, in accordance with the provisions of federal and state law.

**2.2** Gender. Wherever in this Agreement the word he, his, or man appears, such word shall be gender-free.

### ARTICLE III UNION SECURITY

**3.1** Union Shop. All employees, hired into positions covered by this Agreement, shall be obligated to become members of the UNION after the thirtieth (30th) day, but not later than the thirty-first (31st) day, of employment, or the date of the execution of this Agreement whichever occurs later, as a condition of continued employment. All employees shall maintain their membership in good standing in the UNION as a condition of continued employment.

**3.2** Failure to Maintain Membership. Any employee who fails to become a member of the UNION or fails to maintain his membership in good standing therein in accordance with the provision of this Article shall forfeit his right of employment, and the COMPANY shall, within three (3) working days of being notified by the UNION in writing as to the failure of an employee to join the UNION or to maintain his membership in good standing therein, discharge such employee. For this purpose, the requirements of membership in good standing and maintain membership in good standing shall be consistent with Federal and State law. The COMPANY shall not be in default unless it fails to act within the required period after receipt of written notice.

**3.3** Dues Check Off. The COMPANY and the UNION agree that the COMPANY shall deduct the working dues from the wages due those of its employees who have authorized the COMPANY in

writing to do so and remit such deductions to the UNION. All members must agree to have union dues deducted from their pay. No member can elect to make payments directly to the union. Such deduction of these dues is to be made beginning with the first (1<sup>st</sup>) pay period following the date that such employee completes his probationary period provided a written authorization has been received from such employee. The UNION shall notify the COMPANY during the month of May for a change in the dues check off rate that will become effective each July 1 under this contract. The dues check off will be 3%.

All such deductions shall be remitted to the Financial Secretary of the UNION, once each month, following the month in which such monies are deducted unless an agent has been named to receive the monies in which case such deductions shall be remitted to such agent as is identified in a written communication from the Local UNION to the COMPANY. The Financial Secretary of the UNION shall issue a receipt to the COMPANY upon receiving such monies.

**3.4 Hold Harmless Clause.** The UNION shall indemnify and agree to hold harmless the COMPANY from any judgment, order, award, liability, or claim, whether asserted by an employee or any other person, governmental agency, or other organization growing out of the existence of or enforcement of the terms of this Article III and to appear on behalf of and defend the COMPANY in any such case, whether before an arbitrator, governmental agency, court or elsewhere. The COMPANY shall have the right to represent itself through its employees or agents in any such proceedings at its own expense. The COMPANY agrees to cooperate with the UNION in any case where the UNION is acting on behalf of the COMPANY under this Section.

#### **ARTICLE IV MANAGEMENT RIGHTS**

**4.1** As long as the COMPANY does not violate any specific and express obligation in this Agreement, the UNION agrees that the COMPANY retains all of its rights it had prior to the signing of this Agreement, except as specifically relinquished herein, to be exercised absolutely and in its sole discretion.

#### **ARTICLE V NO STRIKE - NO LOCKOUT**

**5.1 No Strike - No Lockout.** During the term of this Agreement, or any extension thereof, neither the UNION nor any of its members shall engage in, authorize or sanction any strike, walkout, slowdown, stoppage of work, or sympathy strike. The UNION further agrees that, in the event of a violation of the terms of this clause, the local officers, including all stewards, shall take immediate steps to correct the situation; but the COMPANY shall, nevertheless, have the right to take disciplinary action, including discharge, against the employee who shall have participated in any of the foregoing violations. The COMPANY shall not cause any lockouts during the term of this Agreement or any extension thereof. (All questions, disputes or grievances as to the interpretation and application of the terms of this Agreement shall be settled and determined solely and exclusively by the grievance and arbitration procedures in this Agreement.)

**5.2 Carpenters Union Picket Line.** Any employee working with the Service Technicians will not be disciplined for refusing to cross a sanctioned primary picket line established by a subordinate body of the United Brotherhood of Carpenters and Joiners.

**ARTICLE VI**  
**WAGES**

**6.1 – Classification and Rates.** The hourly rate by classification for employees covered by this Agreement, shall be increased as follows. Refer to Section 11.1 for a description of the health plans.

**Wage Rate Changes for Employees Selecting the Carpenter Health & Welfare Plan:**

	<u>6/1/2017*</u>	<u>6/1/2018*</u>	<u>6/1/2019*</u>	<u>6/1/2020*</u>
Service	\$1.10	\$1.10	\$1.10	\$1.10
Assembly	\$1.10	\$1.10	\$1.10	\$1.10
Painter	\$1.10	\$1.10	\$1.10	\$1.10
Warehouse	\$1.10	\$1.10	\$1.10	\$1.10

\* Each such increase to be allocated between wages and fringe benefits, which includes health and welfare and pension at the discretion of the Executive Board of the UNION. Notice in writing of the Allocation shall be given to the COMPANY by the UNION prior to June 1, of each year during the contract. Any portion of the increase not allocated to fringe benefits will be added to wages.

**Wage Rate Changes for Employees Selecting the Pella Healthcare Plan:**

	<u>6/1/2017**</u>	<u>6/1/2018**</u>	<u>6/1/2019**</u>	<u>6/1/2020**</u>
Service	\$1.10	\$1.10	\$1.10	\$1.10
Assembly	\$1.10	\$1.10	\$1.10	\$1.10
Painter	\$1.10	\$1.10	\$1.10	\$1.10
Warehouse	\$1.10	\$1.10	\$1.10	\$1.10

\*\* A portion of each such increase in wage rates set forth above may be allocated to the Pella Health Plan at the sole discretion of the COMPANY, provided that the amount to be allocated to the Pella Health Care Plan shall not exceed the amount allocated to the Union Health and Welfare Plan, by the Executive Board of the UNION. In the event that none of the Company's employees is a participant in Union Health and Welfare Plan, the COMPANY may allocate a portion of each such increase in wage rates set forth above to the Pella Health Care Plan, provided that the amount to be allocated to the Pella Health Care Plan shall not exceed the amount allocated to the Union Health and Welfare Plan by the Executive Board of the UNION with respect to other employers signatory to labor agreements with the Mill-Cabinet-Industrial Division of the UNION. Notice in writing of the health and welfare allocation shall be given by the COMPANY to the UNION within 10 days of receipt of the Union's notice set

forth in \* above, in each year during the contract or within 10 days of receipt of a notice from the UNION as to the Union Health and Welfare Plan allocation applicable to other employers' signatory to labor agreements with the Mill-Cabinet-Industrial Division of the UNION in each year during the contract. A portion each of such increase in wage rates set forth above for employees who selected the Pella Health Care Plan may be allocated to the Carpenters Pension Plan at the direction of the Executive Board of the UNION. Notice in writing of the Allocation shall be given to the COMPANY by the Union prior to June 1, of each year during the contract. Any portion of the increase not allocated to the Pella Health Plan or to the Carpenters Pension Plan will be added to wages of employees who have selected the Pella Health Care Plan.

Foremen will receive a wage no less than \$1.50/hour above the job classification scale.

A lead will receive a wage \$1.00/hour above the job classification scale.

A night shift lead will receive a wage \$1.00/hour over the day shift lead, plus night shift premium (\$2.00/hour over day shift lead).

## 6.2 Job Classifications.

Serviceman. An employee whose primary responsibility is to service, adjust, and repair installed product which has been sold by the COMPANY. Servicemen are not precluded from performing carpenter and warehouse functions.

Assemblyman. An experienced and reliable assembler who has demonstrated initiative; technical skills, problem solving capabilities, and good communication abilities; and at the direction of management, can assist in training employees in the proper techniques and procedures used to achieve Pella quality standards; and provides a periodic assessment (during the course of the day) on progress against schedule. Assemblyman are not precluded from performing service and warehouse functions.

Painter. An employee whose primary responsibility is to perform the finishing of product that is sold by the COMPANY. This includes preparation of the product for finishing including assembly and disassembly of units and accessories. A Painter may also perform warehouse, assembly, and service functions pursuant to section 7.12 of the CBA ("Temporary Transfers"). If a Painter is moved to a Warehouseman position during a layoff, s/he will be paid at the Warehouseman wage rate while performing the duties of Warehouseman.

Warehouseman. An employee whose primary responsibility is performing all internal material handling functions and at the direction of management can assist in training employees in the proper techniques and procedures used to achieve Pella quality standards; and provides a periodic assessment (during the course of the day) on progress against schedule. Warehouse members are not precluded from performing minor repairs.

Utility Person. An employee, whose primary responsibility is to perform general maintenance duties, wrapping and unwrapping of product, removal and replacement of hardware and accessories for paint/stain and assembly preparation, moving product within the pre-finishing, assembly and service areas and assisting a Serviceman or multiple Serviceman, at their direction, in the successful completion of their daily work tasks.

The number of Utility Person positions will not exceed 20% of the number of Serviceman positions. The Company will not offer a new Utility Person position during a period of reduced hours. A Utility Person will be scheduled for no more hours than a Serviceman during a period of reduced hours. Prior to layoff of a Serviceman, a Utility Person will return to a previous job classification based on the physical ability to perform the job.

Transitional program—All bargaining unit employees employed prior to June 1, 2008 will be given the opportunity to bid on vacant Utility Person position. All internal candidates must meet the requirements for bidding per section 8.1. Employees in the Assemblyman and Painter job classifications prior to June 1, 2008 who bid will be given first consideration, and, if promoted, will enter the wage progression set forth per Section 7.13, at the wage progression level which produces the lowest pay rate which is greater than the employee's current pay rate. Thereafter successful bidders will be provided a wage increase every twelve (12) months following the date of promotion in accordance with the wage progression schedule set forth per Section 7.13 until the employee has reached 100% of the Serviceman wage rate.

**6.3 Over Scale Compensation.** Nothing herein contained shall be construed to reduce the rate of any employee receiving more than the hourly wage set forth in section 6.1.'

**6.4 Overtime Rate - Weekly and Saturday.** Time and one-half (1-1/2) shall be paid for the first two (2) hours of overtime over eight (8) hours per day, (the ninth and tenth hours) Monday through Friday when a 5 day work week is established, and for the first one-half (1/2) hour worked in excess of ten (10) hours in a day in a work week Monday through Friday when the COMPANY has implemented a work week which requires work on four (4) days for ten (10) hours each day ("4 X 10 schedule") and for the first eight (8) hours on Saturday. Double (2) time will be paid for any hours beginning with the 11<sup>th</sup> and subsequent hours worked on any work day when a 5-day work week is established and for any hours after the 10 ½ hours worked on any work day when a ("4 X 10 schedule") is established; for work on a Sunday; and for work on the recognized holidays in section 9.1, plus holiday pay.

There shall be no pyramiding of overtime rates, and hours of work for which an overtime rate has been paid shall not be duplicated by using the same hours more than once for the purpose of calculating overtime payments.

**6.5 Voluntary Make Up Time** When the Employer has scheduled a work week of forty (40) hours or more and an employee takes an unpaid day off of work during that week the employee may voluntarily and at his discretion work only the amount of hours taken off during the week on Saturday at straight time pay, when offered by the COMPANY. Saturday hours under the foregoing exception which result in hours worked in excess of a forty (40) hour work week will be paid at time and one-half (1-1/2). In addition, under the foregoing exception, all hours after eight (8) hours worked on Saturday will be paid at double (2) time. Where the same hours worked are subject to more than one overtime condition under the overtime provisions of the Agreement, overtime payments shall not be pyramided, and employees shall not be paid under more than one overtime provision for the same hours worked.

**6.6 Shift Premium.** Employees shall be paid a 2<sup>nd</sup> shift premium of one dollar (\$1.00) per hour.

6.7 **Pay Day.** Employees shall be paid biweekly, not later than the COMPANY'S regularly scheduled quitting time on the regularly established payday. Biweekly is defined as occurring every two weeks. All wages due shall be paid in full by Friday of the week following the two-week period in which the first week of wages were earned. Direct deposit of payroll is required for all new members hired after June 1, 2002. When an employee is terminated or resigns, such employee must be paid in full via US mail, including earned vacation pay, on the next regularly scheduled payday, regardless of whether the termination is due to cause discharge or resignation.

6.8 **In the Event of an Employee Death.** In the event of the death of an employee while in the employ of the COMPANY, the earned vacation pay, holiday pay, and wages, if any, shall be paid to the legal representative of decedent's estate.

## **ARTICLE VII HOURS OF WORK, OVERTIME, TRANSFERS, LAYOFFS, PROMOTIONAL OPPORTUNITIES**

7.1 **Normal Workday - Workweek.** The normal workday shall consist of eight (8) hours work commencing at any time between the hours of 5:00 A.M. and 9:00 A.M. Monday through Friday.

At the COMPANY'S sole discretion, the COMPANY may offer a 4X10 work week schedule for service technicians commencing at any time between the hours of 5:00 A.M. and 7:00 A.M. Tuesday through Friday. A 4X10 work schedule will only be offered during the period when U.S. Day Light Savings Time is in effect. This work schedule will be on a volunteer basis. If the volunteers exceed the positions available, the most senior volunteers will be selected for the available positions. An employee's selection for a 4X10 work week schedule will be for one Day Light Savings Time "season" and a new 4X10 work schedule will be offered in accordance with the procedure set forth above in each succeeding year during the term of the Agreement. When not on U.S. Day Light Savings Time and the COMPANY implements a reduced hour schedule, those technicians who worked 4X10 work schedules during U.S. Day Light Savings Time will be scheduled off when and if their turn in the mandatory day off rotation schedule established by the COMPANY falls on a Monday; otherwise, their position in the mandatory day off rotation will be skipped.

When shift work is established, a normal shift shall consist of eight (8) hours a day for a 5-day work week schedule and ten (10) hours a day for a 4X10 schedule with work commencing at the start of each shift. Forty (40) hours shall constitute a normal week's work and overtime rates shall be paid as provided in section 6.4. Notice of any shift schedule change shall be provided to employees and the UNION not later than Wednesday of the week preceding the week in which the schedule change is to be effective.

When the Employer has a scheduled work week of forty (40) hours or more and an employee takes an unpaid day off of work during that week, the employee may voluntarily and at his discretion work only the amount of hours taken off during the week on Saturday or his regularly scheduled day off if the employee had been scheduled for a 4X10 work week, provided that work is available for the employee to perform. The employee shall be paid straight time pay for voluntary make-up hours worked on Saturday or on his scheduled day off if scheduled for a 4X10 work week.

**7.2 Service Technician Alternate Start Time**

Although it is and remains the UNIONS position, which the COMPANY disagrees with, that the shift premium language (Article 6.6) and the shift work language (Article 7.1) refers specifically to a shift which would follow the first shift (2<sup>nd</sup> shift) and the language regarding starting times in Article 7.1 refers to starting time of the first shift, in the spirit of cooperation and because we currently have a couple of employees interested, the UNION will agree to allow the employer to initiate a overlapping or alternate Serviceman shift that would commence at 10:00AM Monday through Friday on a voluntary basis to enable the employer to better serve customers.

The rate of pay for employees on the 10:00AM schedule shall receive \$1.00 per hour in addition to their regular rate of pay for all hours worked on the alternate shift. All other portions of the collective bargaining agreement shall apply and be in full force and effect, except as specifically noted in this section, which is not precedent setting with respect to the subject of shift work.

**7.3 Lunch Period.** Employees who are required to work 7 ½ hours or more are required to take one (1) thirty (30) minute unpaid lunch period. This lunch period shall begin at least 2 ½ hours after the start of the shift and no later than 6 1/2 hours after the start of the shift.

**7.4 Reasonable Overtime Requirement.** Employees are required to work reasonable overtime. Reasonable is defined as 60% of the available overtime offered during a fiscal calendar quarter. An employee that works less than reasonable overtime for two quarter's in a year can be subject to disciplinary action. Notice of overtime is to be posted by the normal quitting time the prior day. Employees must notify the COMPANY at least forty-eight (48) hours in advance when declining overtime when the COMPANY has provided at least one (1) week's notice that overtime is available.

**7.5 Reduction in Work Schedule - Notice.** When the COMPANY changes a work schedule to less than eight (8) hours, it shall give notice thereof to affected employees by quitting time of the prior workday; otherwise, such employees shall be paid for eight (8) hours for the day involved.

**7.6 Reporting Pay.** Any employee reporting for work upon the express or implied order of the COMPANY or its authorized representative and not put to work for any reason except weather conditions, fire, accident or other unavoidable causes, shall receive four (4) hours pay or work for that day.

**7.7 Pay When Injured on Job.** An employee who is unable to complete a scheduled workday due to injury on the job shall be paid for all hours for which such employee was scheduled to work on the day such injury occurs, including premium pay, if any. In the event an employee is injured in the course of employment, he shall not be dismissed from such employment for a period of one (1) year because of his injury, unless there is no bargaining work available in his classification which he is capable of performing, or unless his dismissal is due to conditions beyond the control of the COMPANY.

**7.8 Work on Labor Day.** No work shall be done on Labor Day except by permission from the UNION.

**7.9 Probationary Employees.** All new employees shall be considered probationary employees for a period of ninety (90) calendar days. The COMPANY shall be the sole and exclusive judge of a probationary employee's qualifications and ability and shall be the sole and exclusive judge in deciding whether to continue such an employee's employment.

**7.10 Regular Layoffs.** In the case where the qualifications of employees subject to layoff within a classification and level are relatively equal, seniority shall prevail.

This requirement does not affect the COMPANY'S right to reduce hours according to Article VII, Section 7.11.

**7.11 Reduced Work Schedule.** If the work schedule has to be reduced, the following procedures will apply:

- A. Hours will be reduced for remaining employees, but not below thirty-two (32) hours per week.
- B. If further action needs to be taken, remaining employees will be laid off by classification, in accordance with their qualifications and seniority in the work area that they have been assigned.
- C. Recalls will be handled in reverse order of layoff.

**7.12 Temporary Transfers.** All employees temporarily assigned to work in a higher rated job classification shall begin the wage progression for such classification after working for fifteen (15) days within any twelve consecutive month period in such classification. An employee is returned to the wage rate for the lower rated job classification upon returning to that classification. The COMPANY shall not regularly assign employees to work in a higher rated job classification for the purpose of avoiding the payment of wages for work performed in such classification. An employee temporarily assigned to work in a lower rated job classification shall continue to be paid the wage rate for the classification to which such employee is regularly paid.

**7.13 Promotional Opportunities.** Employees who are successful bidders for a position will progressively earn wages as shown below:

<u>Service</u>	Starting wage is \$1.00/hour less than scale. A \$.50/hour increase will be given at six (6) months; \$.50/hour increase will be given at twelve (12) months, after date of hire/promotion.
<u>Assembly</u>	Starting wage is \$1.00/hour less than scale. A \$.50/hour increase will be given at six (6) months and twelve (12) months after date of hire/promotion.
<u>Painter</u>	The starting wage for a new hire will be \$1.00 less than scale. A \$.50/hour increase will be provided after an employee has completed six (6) months of employment; and an additional \$.50/hour increase will be provided after an employee has completed twelve (12) months after date of employment in the Painter classification.

Warehouse Starting wage is \$.50/hour less than scale. A \$.50/hour increase will be given at three (3) months after date of hire/promotion.

Utility Person Starting wage is per Warehouse wage rate subject to the above listed Warehouse wage progression. Thereafter, the employee will be provided a wage increase every twelve (12) months following the date of promotion until the employee has reached the wage rate of Serviceman.

The wage progression will be as follows:

Year 2 = 65% of Serviceman wage  
Year 3 = 75% of Serviceman wage  
Year 4 = 85% of Serviceman wage  
Year 5 = 100% of Serviceman wage

**7.14 New Hires.** No new employee will be hired while regular full-time employees within that classification have been on layoff status for less than six (6) months.

**7.15 Peak Seasonal Help.** The COMPANY may hire "peak seasonal help" in the warehouse classification during the period from June 1 through December 30. Such "help" shall be issued a work permit by the UNION, and the provisions of Article 3 of this agreement shall not apply. Such "peak seasonal help" shall be paid the starting wage for the warehouseman classification and the Employer shall contribute to Chicago Regional Council of Carpenters Millmen Pension Fund in respect to such "peak seasonal help".

The COMPANY will first request that the UNION supply a list of candidates for "peak seasonal help" vacancies. A "peak seasonal help" vacancy is a position anticipated by the COMPANY to be of a duration exceeding five consecutive work days. Candidates for "peak seasonal help" vacancies must not previously have been employed by the COMPANY and must be qualified for the work in question. If the candidate referred by the UNION is qualified for the work, the COMPANY will hire the candidate.

The COMPANY reserves the exclusive right to determine if a candidate is qualified for the work in question and to determine the duration of a candidate's employment during the June 1 through December 30 period.

The COMPANY reserves the right to use a temporary agency to fill a need for "peak seasonal help" for a vacancy anticipated not to exceed five consecutive work days or if the UNION cannot supply a list of candidates within 24 hours notice after receiving a request from the COMPANY.

**7.16 Service Technician Commute Time.** The COMPANY maintains that, in accordance with federal labor standards, the commuting portion of an employee's work day is considered personal time and not compensable time worked. Additionally, the COMPANY recognizes that the employee's personal choice of his/her residence location and customer scheduling may produce lengthy commute times. The COMPANY, in its sole discretion, may schedule a Service Technician to begin and end his/her work day from their personal residence.

The COMPANY and the UNION agree to the following commuting standard when a Service Technician is not required to begin or end their work day at the COMPANY main facility in Batavia.

When the Service Technician starts the day from his/her personal residence, the work day begins at the earlier of the following conditions:

- 1) After a Service Technician has traveled thirty (30) minutes from their home; or
- 2) After the Service Technician arrives at the first scheduled job site.

When the Service Technician ends the day at his/her personal residence the work day ends at:

- 1) The completion of the last job if the commute home is less than thirty minutes; or
- 2) Thirty (30) minutes from home if the commute is longer than thirty (30) minutes.

#### **ARTICLE VIII** **JOB POSTING**

**8.1 Posting and Job Awards.** All new jobs and job vacancies shall be posted. Any bargaining unit employee may apply in writing for a posted job. The decision of the COMPANY shall be based upon an evaluation of the performance, skill, and ability of the applicants. Where skill and ability are relatively equal, seniority shall prevail. This article shall be subject to the grievance procedure.

**8.2 Limitations on Bidding.** Successful bidders for promotional opportunities will become eligible for further promotional consideration six (6) months after their most recent job award. Employees may elect to bid laterally or downward once per year.

#### **ARTICLE IX** **HOLIDAYS**

**9.1 Number of Holidays and Pay.** Employees shall be paid one day's (eight [8] hours) pay at the straight-time hourly rate for the following recognized holidays when not worked:

New Year's Day	Thanksgiving Day
Memorial Day (last Monday in May)	Day after Thanksgiving Day
Fourth of July	Day before Christmas Day
Labor Day	Christmas Day

\* The Day before New Year's Day will be a recognized holiday in 2017; beginning January 1, 2018, the only recognized holidays are those listed above.

9.2 **Eligibility.** To be entitled to pay for recognized holidays not worked, the employee must report for and work on the workday immediately preceding and the workday immediately following any such holiday, unless such employee was excused in advance, in writing, by an agent of the COMPANY or unless such employee was absent on one of such workdays because of sickness (if not due to an overdose of alcohol or drugs), injury, accident, casualty or similar justifiable cause and a doctors certificate or other evidence thereof satisfactory to the COMPANY is furnished by the employee. If an employee is laid off within fifteen (15) calendar days before a recognized holiday or has returned from layoff within fifteen (15) calendar days of such holiday, such employee shall be paid for such holiday.

9.3 **Saturday-Sunday Holidays.** Recognized holidays which fall on Saturday shall be observed on the prior Friday; recognized holidays which fall on Sunday shall be observed on the following Monday, or as mutually agreed between the COMPANY and the UNION.

**ARTICLE X  
VACATIONS**

10.1 **Entitlement.** Effective January 1, 2018, vacations with straight-time pay shall be granted to all employees on the following basis:

# of Years Worked	Vacation Hours
0 - 1	1.3 days of vacation for each full month worked from Jan. 1 - Oct. 31

# of Years Worked	Hours of Vacation	Vacation Days (8 hour days)
1 - 3	104	13
4	112	14
5	120	15
6	128	16
7	128	16
8	136	17
9	136	17
10	144	18
11	144	18
12	152	19
13	152	19
14	160	20
15	160	20
16	168	21

# of Years Worked	Hours of Vacation	Vacation Days (8 hour days)
17	168	21
18	176	22
19	176	22
20	184	23
21	184	23
22	192	24
23	192	24
24	200	25
25	200	25
26	208	26
27	208	26
28	216	27
29	216	27
30	224	28

In appreciation for the significance of length of service, your vacation time continues to increase eight hours for each even year of service beyond six years.

Vacation time earned will be calculated based on a calendar year. Vacation time is earned from January 1 through October 31 each year. No vacation time is earned in November or December, except for new employees hired in the current year or current employees laid off earlier in the year.

**10.2 Vacation Pay - Severance of Employment.** In the event an employee quits, is laid off or discharged such employee shall be entitled to receive pay for the number of days vacation accrued to the time of severance of employment.

**10.3 Vacation Scheduling.**

A. Employees must give the COMPANY a minimum notice of thirty (30) days prior to the vacation date(s). Vacations will be allocated on a first come, first served basis. Preference in scheduling will be given by seniority and will depend on COMPANY operative requirements.

B. Vacations must be taken within the vacation year and may not be paid as wages and are not accumulative from year to year.

C. Except for a fourth or fifth week of vacation, the vacation period shall be between January 1 and Labor Day, but may be at other periods of the year if mutually agreed to by an employee and the COMPANY. All vacations shall be taken on normal working days, that is, days other than recognized holidays, and in no case will an employee be permitted to waive a vacation for wages or any other consideration. The fourth and/or fifth week of vacation shall be taken at such time as is mutual agreed to by the COMPANY and the employee.

**10.4 Vacation Pay - When Paid.** Vacation pay shall be paid at the time a vacation is taken. Such pay shall be based upon the wage rate in effect on the date a vacation is begun.

**ARTICLE XI**  
**HEALTH AND WELFARE**

**11.1 . Pella/Carpenter Health Plans** Effective June 1, 2013, all bargaining unit employees hired prior to June 1, 2013, who have elected to participate in the Pella health plan shall remain participants in the Pella health plan. Any Service Technician or Assemblymen bargaining unit employee who elected to participate in, and be covered by, the Carpenter's health plan prior to June 1, 2013, shall remain a participant in the Carpenter's health plan.

All new bargaining unit employees hired after June 1, 2013, in the Painter or Warehouse category will participate in the Pella Health Plan. Bargaining unit employees who are promoted to the positions of Service Technician and Assemblymen, who, had previously elected to participate in the Pella health plan will be given an option to elect to participate in the Carpenter's health plan at the time of their promotion. Bargaining unit employees who are hired into the position of Service Technician and Assemblymen after June 1, 2013, will be given the option to elect to participate in the Carpenter's health plan, or the Pella Health Plan, at the time of employment.

Once the Employee has chosen to participate in either the Carpenters Health & Welfare Plan or the Pella Health Plan the participant shall be bound by their choice and shall not be allowed to move from one Plan to the other with the exception of Service Technicians and Assemblymen who, had previously elected to participate in the Pella Health Plan will be given the opportunity to participate in the Carpenters Health Plan at the time of their promotion to these job categories. The COMPANY will notify the Union of each bargaining unit employee's election.

The COMPANY shall provide life, AD&D, STD, LTD, EAP, dental, and health insurance for each bargaining unit employee who has elected to participate in the Pella health plan and will continue to provide health insurance, subject to the eligibility and other conditions and requirements set forth in applicable Pella health plan documents, so that bargaining unit employees who elect to participate in the Pella health plan will not be required to make payments toward the Pella health plan premiums. Such participation in the Pella health plan will continue to be governed by applicable plan documents, and any issues or disputes about such matters, including benefits, coverage, and any changes or revisions to same, remain subject exclusively to the dispute resolution procedures provided for in the applicable Pella health plan documents and are not subject to the grievance procedure under this Agreement.

Commencing June 1, 2005, the COMPANY will not make contributions to the Carpenter's health and welfare plan for those bargaining unit employees who elect to participate in the Pella health plan.

**11.2 Carpenter's Health and Welfare Plan Contributions.** The COMPANY shall each month during the term of this Agreement pay to the Chicago District Council of Carpenters Welfare Fund for each bargaining unit employee who has elected to remain covered under the Carpenter's health and welfare plan the amounts prescribed during the periods designated below:

June 1, 2017 to May 31, 2018 .....	\$ 9.10 per hour
June 1, 2018 to May 31, 2019 .....	\$ * per hour
June 1, 2019 to May 31, 2020 .....	\$ * per hour
June 1, 2020 to May 31, 2021 .....	\$ * per hour

for each hour worked up to one hundred eighty (180) per month by employees who elect to remain covered by the Carpenter's health and welfare plan. For purpose of this Agreement, contributions are not to be made on hours not worked. Such payments are to be transmitted to Chicago Regional Council of Carpenters Welfare Fund, 12 East Erie Street, Chicago, Illinois, 60611, after the end of each month during the term of this Agreement in accordance with the rules and regulations of such Fund, which are made a part of this Agreement.

\* The wage and fringe benefit package is to be allocated between the wage and fringe benefit package at the discretion of the Executive Board of the UNION. Notice of this writing of the allocation shall be given to the COMPANY by the UNION prior to June 1<sup>st</sup> of each year.

**11.3 Bond.** The Company shall post a bond in the face value amount of \$50,000 to cover the payment of both the Health and Welfare and Pension Fund benefits.

**ARTICLE XII**  
**PENSION FUND**

**12.1 Contributions.** The COMPANY each month during this Agreement shall pay to the Chicago District Council of Carpenters Millmen Pension Fund the amount prescribed during the periods designated below:

June 1, 2017 to May 31, 2018 .....	\$ 6.27 per hour
June 1, 2018 to May 31, 2019 .....	\$ * per hour
June 1, 2019 to May 31, 2020 .....	\$ * per hour
June 1, 2020 to May 31, 2021 .....	\$ * per hour

for each hour worked up to one hundred eighty (180) per month by employees covered by this Agreement. For purposes of this agreement, contributions are not to be made on hours not worked. Such payment shall be transmitted to the Chicago Regional Council of Carpenters Millmen Pension Fund, 12 East Erie Street, Chicago, Illinois, 60611, after the end of each month during the term of this Agreement in accordance with the rules and regulations of such Fund, which are made part of this Agreement.

\*The wage and fringe benefit package is to be allocated between the wage and fringe benefits at the discretion of the Executive Board of the UNION. Notice in writing of the allocation shall be given to the COMPANY by the UNION prior to June 1<sup>ST</sup> of each year.

**12.2 Supplemental Retirement Fund.** The parties agreed by an "Addendum Agreement" to incorporate the "Chicago Regional Council of Carpenters Supplemental Retirement Fund" into the 2013-2017 Pella Windows & Doors Agreement ("Agreement") on the following terms effective on June 1, 2015:

1. The Supplemental Retirement Fund shall apply exclusively to those employees who participate in the Carpenters Health and Welfare Plan contained in Article XI of the Agreement. Employees who participate in the Pella Health Plan are not eligible to participate in the Supplemental Retirement Fund.
2. The Employer shall pay into the Chicago Regional Council of Carpenter Supplemental Retirement Fund an amount per hour for each hour worked up to one hundred eighty (180) hours per month for the Employer during each calendar month by all Employees who participate in the Carpenters Health and Welfare Plan in amounts determined and allocated by the Executive Committee of the Union. The Union shall not allocate any amounts from the wage package to the Supplemental Retirement for periods when the Pension Fund falls below the "Green Status" as defined under the Pension Protection Act of 2006 as reported by the Pension Plan to the PBGC for the quarter preceding the anniversary date of this Agreement.
3. The Executive Committee of the Union has determined that the contribution to be made to the Supplemental Retirement Fund for the period starting June 1, 2015, under the foregoing Paragraph 2 shall be \$1.00 per hour for hours worked starting in the month of June. The parties agree that this \$1.00 per hour contribution amount is to be reallocated from the existing economic package that became effective June 1, 2015, and the Union has directed that this \$1.00 contribution be reallocated from the contributions rate to the Union Health and Welfare Fund (currently \$10.45 per hour) under Article XI of the Agreement. Future increases, if any, in the contribution rate to the

Supplemental Retirement Fund shall be allocated from the annual economic package increase(s) set forth in Article VI of the Agreement.

4. The parties further agree that effective June 1, 2015, the existing economic package shall be reallocated to reduce the hourly contribution to the Union Health and Welfare Fund by an additional fifty (50) cents, and that the hourly contribution required to be made to the Union Pension Fund under Article XII of the Agreement shall be increased by an additional twenty-five (25) cents.
5. For employees who participate in the Pella Health Plan, the additional 25 cents hourly contribution to the Pension Fund shall be allocated from their existing wage rate, requiring a 25 cents per hour decrease in the pay rates for each classification set forth in Article VI for such employees.
6. For employees who participate in the Union Health and Welfare Plan, the 25 cents hourly contribution to the Pension Fund shall be allocated from the 50 cents reduction in the contribution rate to that Plan set forth in Paragraph 4, above. The remaining 25 cents per hour reduction from that contribution rate for those employees shall be added to their wage rates.
7. Exhibit A attached to the 2015 Addendum agreement reflects the reallocated and new contribution rates for the Supplemental Retirement Fund, the Union Health and Welfare Fund, and the Union Pension Fund as set forth in this Addendum, all to be effective June 1, 2015. Nothing in the Addendum shall require the Company to decrease its current allocation/contribution rates to the Pella Health Plan under the terms of Article VI or XI of the Agreement.
8. The Employer further agrees to be bound by the Agreement and Declaration of Trust establishing the Chicago Regional Council of Carpenters Supplemental Retirement Fund and by any present and future amendments thereto and irrevocably designates as its representative on the Board of Trustees such Trustees as are named in said Agreement and Declaration of Trust, as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as it may be amended from time to time, and agrees to be bound by all action taken by said Employer Trustees pursuant to the said Agreement and Declaration of Trust as amended from time to time.
9. The Supplemental Retirement Fund is and shall continue to be administered by an equal number of representatives of the Employers and the Union, pursuant to the Agreement and Declaration of Trust heretofore signed by the Employers and Union, and now in effect and as it may be amended from time to time in the manner provided in the Agreement and Declaration of Trust. Said Agreement and Declaration of Trust and any present or future amendments thereto are made a part of this Agreement as if set forth herein at length.
10. The Employer shall furnish the Trustees with information such as the names of the Employees, classifications, Social Security numbers, wages and/or hours worked, and such other information as may be required for the proper and efficient administration of the Supplemental Retirement Fund.
11. The Employer representatives serving as Trustees, with their successors selected in the manner provided by the Agreement and Declaration of Trust, shall represent all Employers in the administration of the Supplemental Retirement Fund.
12. In the event that an Employer becomes delinquent in making any of the aforesaid reports and payments and is so advised by formal notification in writing by the Administrative Fund Office, the Employer shall pay in addition to the amount due, reasonable fees of Certified Public Accountants as expressly used to establish the amounts due, reasonable fees of attorney in effectuating payment, and liquidated damages in an amount as determined in accordance with the Agreement and Declaration of Trust.
13. Nothing in the Addendum shall cause the total economic package paid by the Company to increase beyond the amounts set forth in the Agreement during its term.

**ARTICLE XIII**  
**BEREAVEMENT PAY**

13.1 **Relatives Covered.** In the event of the death of the spouse, child, stepchild, mother or father, mother-in-law or father-in-law, brother or sister of an employee, such employee shall be granted a leave of absence of three (3) days with pay during the period beginning with the date of death and ending with the day of the funeral, if such employee desires such leave. In the event of the death of a grandparent or spouse's grandparent, such employee shall be granted a leave of absence of one (1) day with pay for the day of the funeral, if such employee desires such leave. Such leave shall be granted to an employee actively at work or scheduled for same and such employee's absence otherwise would result in a loss of pay but for this paragraph

13.2 **Amount of Pay.** A day's pay for the purpose of this Article shall not exceed eight (8) hours' straight-time pay.

13.3 **Eligibility.** Any employee who is on layoff or off sick shall not be eligible for benefits under this Article.

**ARTICLE XIV**  
**TOOLS**

14.1 **Employee Tools.** The employee shall provide and maintain necessary and customary hand tools required to perform the employee's duties.

14.2 **Storage of Tools - Insurance.** The COMPANY shall provide a safe space for the storage of the employee's tools and insure such tools from loss by fire and theft in the amount not to exceed Three Hundred Dollars (\$300.00). Employees may submit to the COMPANY, in writing, a list of tools and if the value exceeds Three Hundred Dollars (\$300.00), then by mutual agreement the COMPANY will insure the excess replacement value.

**ARTICLE XV**  
**INSURANCE**

15.1 **Worker's Compensation - Disease.** The COMPANY shall be bound by the provisions of the Illinois Worker's Occupational Diseases Act and shall furnish to the UNION a Certificate of Insurance covering all liability under such Act.

15.2 **Worker's Compensation - Injuries.** The COMPANY shall furnish a Certificate of Insurance to the UNION covering liability under the provisions of the Illinois Workers Compensation Act.

15.3 **Treatment for Work Related Injuries.** In the event an employee requires follow up treatment during normal working hours for an injury sustained on the job, he/ she shall not suffer any loss of wages for such scheduled treatment provided that the following conditions are satisfied:

- D. Disputes and grievances of members:  
and
- E. When overtime is scheduled.

17.4 **Steward's Authority.** The Shop Steward shall not have the authority to:

- A. Collect any money due the UNION from any applicant for membership, or any other person
- B. Adjust violations of this Agreement;
- C. Allow UNION duties to interfere with duties as a working employee, except to make card checks;  
and
- D. Influence hiring, termination or discipline of employees.

17.5 **Union Label.** The Shop Steward shall have charge of the union label.

#### **ARTICLE XVIII BUSINESS REPRESENTATIVES**

18.1 The duly authorized representative of the UNION shall be permitted, after notice to the office of the COMPANY, to visit the plant during working hours to interview employees, but in so doing such representative shall not interfere with the progress of work.

#### **ARTICLE XIX UNION LABEL**

19.1 It is hereby understood and agreed by the COMPANY and the UNION that an application shall be made for the Union Label to the First General Vice President of the United Brotherhood of Carpenters and Joiners of America. If the application is approved, and the Union Label is issued by the United Brotherhood of Carpenters and Joiners of America to be placed upon the COMPANY's products, it is understood and agreed that the Label shall remain the property of the United Brotherhood of Carpenters and Joiners of America, and shall be at all times in the possession of a member of the United Brotherhood of Carpenters and Joiners of America; and that said Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the United Brotherhood. Use of said Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the employer at any time at the discretion of the International Union.

#### **ARTICLE XX GRIEVANCE PROCEDURE**

20.1 **Grievances Defined.** A grievance, for the purpose of this Agreement, is a complaint or claim against the COMPANY by an employee, employees, or the UNION, with respect to the meaning and/or application of a provision of this Agreement.

20.2 **Time Limit for Filing and Appealing.** Any individual employee, group of employees, or UNION shall have a right to present grievances to the COMPANY, and to have such grievances adjusted. All grievances must be presented within ten (10) working days from the day the event

- the treating facility's hours do not permit non-work hour appointments, which may be confirmed by the COMPANY;

- time lost is reasonable relative to the extent of treatment and distance to the treating physician; and such lost time shall not exceed three (3) hours per day.

#### **ARTICLE XVI** **SAFETY**

16.1 The COMPANY shall maintain a Shop Safety Committee comprising of at least one employee (a Union Steward) and a representative of the COMPANY. Such committee shall meet periodically to consider safety matters affecting employees.

The COMPANY and UNION recognize the importance of maintaining a safe work environment. It is agreed that the possession of firearms or weapons by an employee will be grounds for immediate dismissal when found on company premises.

#### **16.2 Safety Shoe Reimbursement**

The COMPANY believes it is in the best safety interest for employees working in the Assembly, Finishing and Warehouse departments to wear steel toed safety shoes meeting ANSI Z41-1991 or ANSI Z41-PT99 standards. The COMPANY agrees to contract for, or reimburse employees for such shoes, in an amount not to exceed one hundred dollars (\$100.00) per year. It is understood by the parties that the employee when purchasing such shoes shall submit a receipt for reimbursement, and that any amount exceeding the one hundred dollars shall be the obligation of the employee.

#### **ARTICLE XVII** **SHOP STEWARD**

17.1 **Designation of Steward.** The UNION shall have the right to designate two (2) of its members presently in the employ of the COMPANY to act as Shop Steward. Such member shall not be subject to discrimination for discharging the duties of a Shop Steward. In the event that the Steward has a planned absence, or is not scheduled for overtime, he may designate one of the previously scheduled employees to act on his behalf.

17.2 **Layoff of Steward.** The Shop Steward shall be the last employee to be laid off other than the foreman. Before the Shop steward is laid off, the business representative of the UNION shall first be notified.

17.3 **Steward's Duties.** The duties of the Shop Steward shall be to report to the Business Representative of the UNION:

- A. Members' dues delinquencies;
- B. Violations of this Agreement;
- C. Employees employed thirty-one (31) days or more who have not become members of the UNION;

occurred which gave rise to the grievance. Neither party shall be under obligation to consider any grievance which is not presented within the time provided herein. If any grievance is not appealed to the next step of the grievance procedure outlined hereafter within the specified time limit, it shall be considered settled on the basis of the COMPANY's last answer. If the COMPANY does not answer a grievance within the specified time limit, it shall be considered settled on the basis of the grievance presented. However, in all steps of the grievance procedure, an extension of time to present, appeal, or answer a grievance may be mutually agreed upon in writing.

### **20.3 Procedure.**

**First Step:** An effort shall be made to orally adjust the grievance by and between the employee having the grievance and his immediate supervisor. If he so desires, the employee may also have his UNION representative present and the grievance may be presented by the UNION representative.

**Second Step:** If the grievance is not resolved within ten (10) working days at the First step and, if the grievant or UNION elects to proceed with it, the grievance shall be reduced to writing by the grievant and filed with the COMPANY and the UNION within ten (10) working days after the said ten (10) working days, and an attempt will be made to adjust the grievance by and between a COMPANY representative and a UNION representative. If the grievance is not resolved within ten (10) working days at the Second Step and if the UNION elects to proceed with it, it may be referred to arbitration within ten (10) working days of the date of failure to resolve the grievance in the Second Step.

**Third Step - Arbitration:** The UNION and the COMPANY shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators. The UNION and the COMPANY will toss a coin and the winner of the toss will decide whether or not they want to be first to strike a name from the list. Thereafter, the UNION and the COMPANY shall alternately strike one (1) name and the person whose name remains shall be the arbitrator. Either party may reject one (1) panel.

**20.4 Authority of Arbitrator.** The arbitrator shall be bound by the terms and provisions of this Agreement and shall have no authority to add to, subtract from, modify or amend any provisions of this Agreement. A decision of the arbitrator on any grievance within the scope of the issues submitted shall be final and binding on the COMPANY, the UNION and the employee or employees involved.

**20.5 Fees and Expenses.** The arbitrator's fee and expenses shall be borne equally by the UNION and the COMPANY.

**20.6 Discipline Grievances.** Grievances which concern discipline or discharge of an employee shall be entered into Step Two of the grievance procedure within ten (10) working days from the date the employee received notice of such discipline or discharge.

**ARTICLE XXI**  
**SUBSTANCE ABUSE AND ASSISTANCE PROGRAM**

21.1 The COMPANY and the UNION agree to the Substance Abuse and Recovery Program as described in this Article and further agree that the COMPANY may only implement a policy regarding drug and alcohol abuse to the extent that it complies with this Article.

21.2 **Statement of Policy:** Pella Windows & Doors, Inc. its divisions and subsidiaries, and the UNION are committed to ensuring a safe, healthy and efficient working environment for its employees. The COMPANY has the responsibility to provide customers with quality service through a productive and safety-conscious work force and work environment. Specifically, the purposes of this Policy are as follows:

- A. To establish and maintain a safe, healthy working environment for all employees.
- B. To provide assistance toward rehabilitation for any employee who seeks the COMPANY's or UNION's help in overcoming any addiction to, dependence upon or problem with alcohol or drugs, prior to a disciplinary action.
- C. To ensure the reputation of the COMPANY and its employees as responsible citizens and producers of quality products.
- D. To promote a safety-conscious work environment with the reduction of personal accidental injury and/or property damage as a goal.
- E. To reduce absenteeism, tardiness and indifferent work performance.

There will be no random drug testing except as provided in sections, 21.9; 21.10; 21.11; 21.5(B), and 21.7(B)5.

21.3 **Alcohol/Drug-Free Work Place Policy:**

A. **Prohibition Against Unlawful Controlled Substances in the Work Place.** The possession, distribution, selling, manufacturing or use of unlawful controlled substances on COMPANY premises, in COMPANY vehicles or while on company time is strictly prohibited. For the purposes of this section, the phrase "prohibited unlawful controlled substances" shall mean and include any illegal drugs, controlled substances (other than prescribed medications), look-alike drugs, designer drugs, and alcoholic beverages. For the purposes of this Policy, meal or other break times shall be considered COMPANY time. Any employee who violates this Policy shall be subject to discharge from employment.

B. **Prohibition Against Working Under the Influence of Alcohol/Drugs.** Employees are prohibited from working, including driving a COMPANY vehicle, under the influence of alcohol and/or unlawful controlled substances.

C. **Prohibition Against Possession of Drug Paraphernalia in the Work Place:** Employees are prohibited from possessing any drug paraphernalia while on COMPANY premises, in COMPANY vehicles or

while on company time. Any employee who violates this Policy shall be subject to discharge from employment.

Any employee violating this Policy has engaged in serious misconduct and is subject to disciplinary action.

**21.4 Alcoholic Beverages:**

A. Alcoholic beverages shall not be brought onto or consumed on COMPANY premises, except in connection with specific COMPANY authorized events.

B. Any employee whose abuse of alcohol, off-duty or otherwise, results in excessive absenteeism and/or tardiness, accidents while on work time or other unacceptable work performance or behavioral conduct, shall be subject to discharge from employment.

**21.5 Prescription Drugs:**

A. No prescription drug shall be used on COMPANY premises by any employee other than the employee for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.

B. Any employee whose abuse of prescription drugs results in excessive absenteeism or tardiness or is the cause of accidents or unacceptable performance or behavioral conduct, will be subject to discharge from employment.

C. It is recognized that there are certain medications which may impair the performance of job duties and mental and/or motor functions. In such cases, with the permission of an employee to consult with such employee's physician or other physician, the COMPANY shall attempt to accommodate an employee by re-assignment to a job compatible with the administration of such medication.

**21.6 Compliance with Federal and State Laws:** These policies shall be implemented in a manner that will comply with all applicable federal and state laws. Every clause of this Policy shall be deemed separable from every other clause of this Policy and in the event that any clause or clauses shall be finally determined to be in violation of any law, by judgment or decree of any court of competent jurisdiction, then any such clauses or clauses only, to the extent only that any may be in violation, shall be deemed unenforceable without impairing the validity and enforceability of the rest of this Policy.

**21.7 Employee Assistance Program (E.A.P.):**

A. COMPANY/Employee Obligations The COMPANY and UNION recognize that chemical dependency, including alcoholism, is an illness which can be treated successfully. The COMPANY's and UNION's concern is primarily with work-related aspects of chemical dependencies so as to avoid any unnecessary intrusions in an employee's personal life.

Benefit plans as set forth in this Agreement are available for the treatment of chemical dependency. The uniqueness of this disorder imposes special responsibilities on the employee being treated.

The COMPANY and UNION actively supports sound rehabilitation efforts, but the employee must assume responsibility for cooperating in treatment before the drug or alcohol problem deteriorates into a disciplinary situation; and for maintaining thereafter that sobriety or drug-free state generally necessary for his or her normal functioning. An employee's job is not in jeopardy when treatment and rehabilitation are conscientiously sought on a voluntary basis when general job performance and conduct are at acceptable standards.

**B. Employee Assistance Encouraged:**

1. Any employee who feels that he or she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. At the employee's discretion, employees are to seek assistance by direct contact in confidence to the UNION's E.A.P. provider or the employee's supervisor or Human Resource Manager.

2. Each request for assistance will be treated as confidential. Only those persons "needing to know" will be made aware of the request.

3. The Human Resource Manager is responsible for referring any employee seeking assistance to the UNION's E.A.P.

4. Rehabilitation is the responsibility of the employee. Any employee seeking medical attention for alcoholism or other chemical dependency problems will be entitled to benefits as provided under the plans set forth in this Agreement.

5. Any employee who seeks rehabilitation on a first-time basis prior to performance deteriorating into a disciplinary situation will be placed on a twelve (12) month probation. This probation will include periodic unannounced testing to further the employee with his or her rehabilitative efforts. Participation in such programs does not insulate or protect the employee from disciplinary action up to and including the termination of employment if the employee exhibits unacceptable work performance, behavior, or fails to satisfactorily complete the rehabilitative program prescribed.

6. Any employee who violates the COMPANY's Drug/Alcohol Free Work Place Policy will be terminated immediately upon discovery.

**21.8 Drug Free Education Program.** In order to maintain a drug-free work environment, the COMPANY and UNION will work to establish a drug-awareness program to educate employees on the dangers of drug abuse in the work place, its Drug Free Work Place Policy, the availability of drug counseling through the E.A.P., treatment and rehabilitation available through the UNION's benefit plan(s) and the penalties that may be imposed for violation of the Drug Free Work Place Policy. Such education may include, but not be limited to: (1) a discussion of the COMPANY's Policy as part of new employee orientation sessions; (2) distribution of published education materials regarding the

dangers of drug abuse; and (3) re-orientation and/or re-training where appropriate of all employees involved in cases in which drug-related accidents or incidents occur.

**21.9 Compliance as a Condition of Employment.** All employees are advised that full compliance with the COMPANY's Alcohol/Drug Free Work Place Policy is a condition of continuing future employment.

Any employee that regularly operates a company provided vehicle including forklift and order pickers, may be required to take a drug/alcohol test on a random date to be determined January 15<sup>th</sup> of each year of this contract by a representative of the UNION and the COMPANY. If an employee is tested and not found to be positive for drugs or alcohol he/she will not be tested again under this provision within the calendar year. This does not preclude testing under 21.10. If an employee is tested as positive for drugs/alcohol he/she will be subject to discharge from employment.

**21.10 Incident-Based Employee Testing.** An employee involved or injured in an accident while on COMPANY work time or performing a COMPANY function involving loss of work time; or accident while driving a COMPANY vehicle, collision and/or injury to a pedestrian; or whose work performance and/or behavioral conduct indicates that he or she is not in a physical condition that would permit the employee to perform a job safely and efficiently, will be subject to submitting to a urine, blood or breathalyzer test to determine the presence of alcohol or drugs in the body, provided:

A. The COMPANY has reasonable grounds to believe that the employee is under the influence of or impaired by the use of prohibited substances. Reasonable grounds include abnormal coordination, appearance, behavior, speech, odor or any detectable amount of a prohibited substance. It can also include work performance, safety and attendance problems.

B. The supervisor's reasonable grounds must be confirmed by another management representative in conjunction with a representative of the UNION, which may be the Business Representative or Steward if immediately available. Both Representatives must describe such grounds in writing prior to any testing being directed, provided the Union representative is immediately available. The management representative description will suffice if all reasonable efforts have been made to attempt to have the Union representative present to provide a second description."

C. The employee will be provided with an opportunity to explain his or her conduct at a meeting with the Representatives, including the Union Representatives referred to in 21.10(B) above, provided that such Union Representative is reasonably available and provided further that all reasonable efforts have been made to attempt to have such union Representative present.

**21.11 Drug Testing For Internal Promotions.** Any employee who has been the successful bidder for a job under this Agreement shall be required to submit to and pass a drug test in accordance with Paragraph 21.14 below prior to the change being effective.

**21.12 Confidentiality.** The results of all blood and/or urine, drug and/or alcohol tests shall be treated as confidential and distribution is limited to those Management employees having a need to know.

**21.13 Employee Refusal to Take Test.** An employee refusing to take a urine, blood or breathalyzer test shall be subject to termination. All tests shall be performed within two (2) hours of the events described above, if possible, but in any case, within twenty-four (24) hours of the event.

**21.14 Drug Testing Procedure:**

A. Drug testing shall take place at a recognized medical facility or certified independent laboratory at the expense of the COMPANY.

B. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper-proof.

C. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

**D. Drug Testing Procedure**

(a) Any sample taken for testing must be tested as follows:

(i) in accordance with government standards, and

(ii) in the event the screening test is positive, read and confirmed by a Medical Review Officer (MRO).

(b) Breath Alcohol Testing Procedure

(i) in accordance with government standards, and

(ii) in the event the screening test is positive, read and confirmed by a Medical Review Officer (MRO).

E. Drug testing shall only be conducted by a CAP or NIDA certified independent laboratory.

F. The COMPANY, all of its medical personnel and the personnel of the laboratory/testing facility shall adhere to the American Occupational Medical Association's Code of Ethical Conduct for Physicians Providing Occupational Medical services and to the AOMA Drug screening in the Work Place Ethical Guidelines.

**21.15 Employee Status When Subject to Testing:**

A. An employee undergoing testing may be placed on an unpaid leave of absence pending the results of the screening test.

B. In the event that the results of the screening test are positive, as confirmed by a Medical Review Officer (MRO), the COMPANY will discharge the employee from employment. In the event the results of the confirmation testing are negative, the employee shall be reinstated with back pay, if applicable. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

C. Any employee found to have manipulated, adulterated, or tampered with a sample for testing will be subject to discharge from employment. If the urine specimen is determined to be negative and dilute the donor will be required to be retested in accordance with government standards.

D. An employee who fails to cooperate, abandons or does not complete the treatment program prescribed by the E.A.P. counseling or who fails to live up to the terms and conditions of the Referral Agreement will be subject to termination.

**21.16 Employee Leave of Absence:**

A. If treatment necessitates time away from work, the COMPANY shall provide for the employee an unpaid leave of absence for purposes of participation in the COMPANAY or UNION treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his or her former employment status if work for which he or she is qualified exists provided that the leave will not exceed twelve (12) weeks or the employee's Family Medical Leave Act entitlement, whichever is less in a calendar year.

B. Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one (1) year. A positive test will result in termination.

C. In order to ensure confidentiality in the E.A.P. program, the COMPANY designates the Human Resource Manager as the Employee Assistance Representative for the COMPANY. This individual and the COMPANY's General Manager shall be the sole representatives of the COMPANY who are in possession of the employee E.A.P. information.

**21.17 Grievance Procedure.** All aspects of this policy and program shall be subject to the Grievance Procedure of the Collective Bargaining Agreement

**21.18 COMPANY Right to Discipline.** Nothing in this Article shall be construed to limit the COMPANY's right to suspend or terminate an employee so long as such suspension or termination is otherwise permitted without regard to the provisions of this Article.

**ARTICLE XXII**  
**TAX-FREE SPENDING ACCOUNT PLAN**

22.1 The COMPANY shall provide a Tax-Free Spending Account Plan for all employees covered by this Agreement. Participation in the Plan is totally voluntary. The Plan shall permit an employee to deposit (through payroll deductions), a portion of pre-tax wages into a tax-free account each pay period. No federal, state or social security taxes will be withheld from the amounts authorized by the employee to be deposited into the tax-free account. Funds deposited into the tax-free account may then be used for future payment of certain health and dependent care expenses, which may not be subject to reimbursement under the employee's medical insurance plan. Payroll deductions and any funds requested by an employee from a tax-free account will only be permitted up to the maximum allowed by law. Any money placed in a tax-free spending account in a given calendar year must be utilized by the employee by the last day of that year. Any money not used by year-end will be forfeited by the employee according to IRS regulations and will be paid to a charitable organization(s).

**ARTICLE XXIII**  
**NEW TECHNOLOGY**

23.1 For new jobs resulting from technological changes, the COMPANY shall insure that bargaining unit UNION employees will be given the first opportunity to acquire the knowledge and skills necessary for these new jobs. Any new job created by technological change in the manufacturing section shall be considered as coming under the scope of the Bargaining Unit.

**ARTICLE XXIV**  
**TERMINATION OR RELOCATION OF OPERATIONS**

24.1 If the COMPANY plans to terminate its Batavia, Illinois facility or relocate that facility more than 50 miles, it will notify the UNION at least three (3) months in advance of such action so the COMPANY and the UNION can discuss the effect on bargaining unit employees. Affected employees will be given preference for employment at any replacement facility operated by the COMPANY.

**ARTICLE XXV**  
**SEPARABILITY AND ENTIRE AGREEMENT**

25.1 **Separability.** Every clause of this Agreement shall be deemed separable from every other clause of this Agreement in the event that any clause or clauses shall be finally determined to be in violation of any law by judgment or decree of any court of competent jurisdiction, then any such clause or clauses only, to the extent only that any may be in violation, shall be deemed unenforceable without impairing the validity and enforceability of the rest of this Agreement.

25.2 **Entire Agreement.** All rights and duties of both parties that have been agreed to are specifically expressed in this Agreement and such expression is all-inclusive as to such matters. Any benefit existing prior to this Agreement is negated unless specifically incorporated into this Agreement. This Agreement contains the entire agreement between the COMPANY and UNION on economic benefits, including but not limited to paid vacation, holidays and time off for sickness and related matters. To the extent, the City of Chicago Minimum Wage and Sick Leave Ordinance (as amended to be effective July 1, 2017) and/or the Cook County Earned Sick Leave Ordinance (to be effective July 1, 2017) may apply to any employees covered by this Agreement, the COMPANY and

UNION expressly waive application of those Ordinances' provisions regarding minimum wage and paid/earned sick leave to such employees.

**ARTICLE XXVI**  
**TERM OF AGREEMENT**

**26.1 Term of Agreement.** This Agreement shall be effective for a four (4) year period from June 1, 2017 to May 31, 2021, inclusive, and thereafter for successive yearly periods; unless at least sixty (60) days prior to the expiration of this Agreement either party shall have given written notice to the other of its intention to modify or terminate this Agreement.

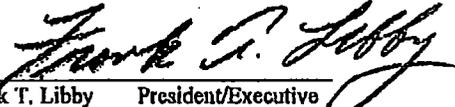
IN WITNESS WHEREOF, the parties hereto set their hands and seals as of the 27<sup>th</sup> day of June, 2017.

FOR

FOR

**CHICAGO REGIONAL COUNCIL  
OF CARPENTERS (MILL-CABINET-  
INDUSTRIAL DIVISION)**

**PELLA WINDOWS & DOORS INC.**

BY:   
Frank T. Libby      President/Executive  
   Secretary-Treasurer

BY:   
Derik Gibson      General Manager

BY:   
Jeffrey Isaacson      First Vice Pres.

BY:   
Rachel Bounds      HR Manager