



COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

I.B.E.W. LOCAL UNION 363, AFL-CIO

AND RICHTER METALCRAFT INC.

WALLKILL, NEW YORK

EFFECTIVE: June 1, 2019 - May 31, 2020

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AGREEMENT made this **1st day of June 2019** by and between RICHTER METALCRAFT INC., its successors or assigns (hereinafter referred to as the "Employer", or the "Company"), as successor to Stamplate, Inc., having its principle place of business on Cottage Street, Wallkill, New York, 12589 and **LOCAL 363, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO**, its successors or assigns, (hereinafter referred to as the "Union"), having its principal place of business at **67 Commerce Drive South, Harriman, New York 10926.**

WITNESSETH

WHEREAS, the Union recognizes the necessity to achieve efficiency in production and acknowledges that it is the further purpose of this Agreement to prevent interruption of work and interference of the efficient operation of the Company's business.

NOW, THEREFORE, in consideration of the premises, the parties do hereby covenant, promise and agree to and with each other as follows:

Article 1- RECOGNITION

The Company hereby recognizes the Union as the exclusive collective bargaining representative for all its production and maintenance employees employed by Richter Metalcraft, Corp., located on Cottage Street, Wallkill, New York. This recognition complies with the certification of the National Labor Relations Board dated March 10, 1965, No. 3-RC-3564 with Stamplate, Inc., the predecessor of Richter Metalcraft, Inc.

Article 2 - UNION SECURITY

(a) All Employees covered by the terms of this Agreement shall be required to become and remain members of the Union, as a condition of employment from and after the thirty-first (31st) day following the date of their employment, or the effective date of this Agreement, whichever is later.

(b) When any new employee is hired, the Shop Stewards and the Union shall be notified as soon as she/he starts to work.

Article 3 - DUES CHECKOFF

(a) The Employer shall deduct on the first week of each month from the wages of all employees who have authorized and directed the Employer in writing to check off their Union dues or an amount equal to the Union dues of such employees as certified in writing by the Union to the Employer and remit same to the duly authorized representative of the Union. The Employer shall also deduct from the wages of all. New employees who have authorized and directed the Employer to make such deduction an amount equal to the initiation fees as certified in writing by the Union and remit same to the duly authorized representative of the Union. The Union shall supply the necessary forms authorizing the deductions. The Employer shall remit said monies to the Union monthly.

(b) The Union shall indemnify and save harmless the Employer against any and all claims, demands, suits and other forms of liability brought by any employee that may arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of Article 3.

Article 4 - HOURS OF WORK

1. Full-Time Employees

(a) For employees hired before June 1, 2001, the Employer agrees that the normal workweek shall consist of five (5) working days: Monday through Friday inclusive; eight (8) hours per day for a total of forty (40) hours a week. The normal work hours shall not be in excess of eight (8) hours per day, five (5) days per week between the hours of 6:00 a.m. and 6:00 p.m. These employees shall maintain their hours and shift, but they will be given first opportunity to switch shifts and/or days.

(b) Each employee shall receive a one-half (1/2) hour unpaid lunch break. Also, each employee shall have a paid ten (10) minutes rest period in the morning. The Company shall fix the time when the rest period shall be taken and such time need not be the same for all employees.

(c) Employer shall also have the right to hire a new full-time shift which could be for example, Wednesday through Sunday, 12:00 noon to 8:00 p.m., etc. All meals and breaks will be scheduled accordingly.

2. Part-Time Employees

(a) Pursuant to Article 27, the Employer and the Union both agree that the Employer may create a shift from 4:00 p.m. to 8:00 p.m. on weekdays. Employees on this shift shall be part-time employees regularly scheduled for twenty (20) hours per week and work not more than twenty (20) hours per week. The number

of part-time employees on this shift shall not exceed the number of full-time employees in the bargaining unit and this shift shall not operate when any full-time employee in the bargaining unit is on lay-off.

(b) Part-time employees on the 4:00 p.m. to 8:00 p.m. shift shall receive the same rate of pay as set forth in Article 28 of the Agreement and shall have their own seniority list.

(c) Part-time employees shall have bidding rights on full-time job bids when there are no successful full-time bidders according to Article 20, and no full-time employees on layoff. Part-time employees will have precedence over any new hires.

(d) Part-time-employees shall be entitled to pro-rata (1/2) of sick leave, personal days, bereavement pay, and vacations as provided in the Agreement. The Employer shall contribute to the Health & Benefit Fund and Pension Fund as set forth in Article 24 and 25. All other provisions of the Agreement shall apply to part-time employees on the 4:00 p.m. to 8:00 p.m. shift except as amended in this Article.

(e) The Employer shall have the right to hire part-timers for less than twenty (20) hours per week with a pro-rata formula for benefits.

Article 5 - OVERTIME

(a) Any employee covered by this Agreement who works in excess of eight (8) hours per day or forty (40) hours in any workweek, shall be paid at the rate of one and one-half times the regular rate of pay. Holidays, vacation, sick/personal days, bereavement and jury duty leaves will be considered "time worked" for overtime purposes.

(b) Overtime shall be distributed equally among all employees and rotated by seniority as follows: The Company shall post a list containing the names and dates of hire of all employees. When overtime is required, those employees with the highest seniority who have worked their scheduled workweek and who are qualified to perform the work shall be called first and the Company shall continue down the list with every employee being given the opportunity to work overtime, if qualified to perform the work. This arrangement shall not apply to layoffs or promotions, in such case, seniority shall remain the prevailing factor, and shall be in accordance with Articles 7 and 20 of the Agreement.

(c) All work performed on Saturday shall be paid at one and one-half times the regular rate of pay and all work performed on Sunday shall be paid at two times the regular rate of pay. Employees must work forty (40) hours in the workweek in order to receive premium pay for working on a Saturday or Sunday.

Article 6 - HOLIDAYS

(a) The following named days shall constitute holidays. All employees covered by this Agreement who do not work the holidays shall receive eight (8) hours of pay at their straight time rate.

New Year's Day	President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day	
Memorial Day	Christmas Day	
July 4 ^h	2 Floating Holidays (See (h) below)	
Labor Day		

(b) In the event that any paid holiday falls on a Saturday or Sunday, the Employer shall have the option to celebrate the holiday on the preceding Friday or the following Monday but the Employer shall endeavor to have the holiday coincide with the date on which the State celebrates the holiday.

(c) If an employee is required to work on any of the above-named holidays, they shall receive time and one-half their straight time rate for all hours worked. in addition to the regular day's pay as provided for in Section (a) of this Article.

(d) In order to be qualified for holiday pay, employees must be actively employed for sixty (60) days before the holiday, must work the full regularly scheduled work day immediately preceding and following such holiday, except in emergency, which shall be limited to the bereavement period as provided in Article 22 and sickness, provided that the employee can satisfactorily substantiate the sickness upon the Employer's request.

(e) Holiday pay shall not be granted to employees who are on an authorized leave of absence or layoff.

(f) The Union and the Shop Steward shall receive copies of all medical notes received by the Employer.

(g) If a holiday falls within an employee's scheduled vacation period, the Employer will provide an extra day off at the Employee's straight time, to be taken with the Employer's advance approval.

(h) The Company will provide two (2) floating paid holidays to be taken one per month, not in conjunction with any of the above mentioned holidays with advance notice to the Plant Manager or his Designee. All employees hired after June 1, 2002 must complete six (6) months of service in order to be entitled to one (1) floating holiday.

Article 7- SENIORITY

(a) Seniority is defined as an employee's continuous length of service with Richter Metalcraft Inc. in the bargaining unit defined in Article 1. Seniority shall be computed from the original date of hire.

(b) Layoffs and recalls shall be on the basis of an employee's qualifications. Where qualifications, knowledge, skill and ability are substantially equal, then seniority shall govern. In determining which employees are to be laid off or recalled, the Employer than be the sole judge of the employee's qualifications, skill, knowledge and ability to perform a job.

(c) Where the employees' qualifications are substantially equal, layoffs shall be on a strict seniority basis, requiring that the employee with the least seniority be laid off first. The Employer shall give the Union forty-eight (48) hours written notice of a layoff wherever it is possible.

(d) Similarly, where the employees' qualifications are substantially equal, recalls from layoff shall be in strict inverse order, with the last employee laid off to be the first employee recalled to work. This inverse order shall continue until all employees who have been laid off are recalled. The Employer shall provide written notification of recall to the employee via U.S. mail, certified return receipt requested, to the employee's address contained in the Company's record.

(e) Seniority shall be broken for any of the following reasons:

- (1) voluntary resignation, including an employee's failure to return to work at the expiration of a leave of absence;
- (2) discharge for just cause;
- (3) five (5) months of continuous layoff for employees with less than ten (10) years of service without recall, or nine (9) consecutive months of layoff for employees with more than ten (10) years of service without recall;
- (4) any promotion or transfer to any non-bargaining unit classification for a period of six consecutive months or more;
- (5) failure of laid off employees to respond to the Employer's notice of recall with ten (10) working days from the date the Employer mails the notice;
- (6) an employee who is on disability leave of absence which extends beyond six (6) months;
- (7) an employee who is on a personal leave of absence which extends beyond three (3) months.

Article 8 - DISCRIMINATION

(a) The Employer shall not discriminate against any person because of membership in the Union or legitimate activities on its behalf.

(b) There shall be no discrimination by the Employer or the Union against any employee because of age, race, creed, color, national origin, disability, sex or marital status. The provisions contained in the paragraph shall be excluded from the grievance and arbitration, provisions contained in Article 10.

Article 9 - UNION REPRESENTATIVES AND ACCESS

(a) Any representatives of the Union shall have the right to enter the Employer's place of business to confer with the Employer and the Shop Stewards/Committee to ascertain whether or not Union conditions as provided in this Agreement are being carried out. In the application of this section, the Union representatives first will announce their arrival at the Company's premises to either the Plant Manager or Assistant Plant Manager, if available. The parties will cooperate to prevent interference with the Employer's efficient operations and the Employer agrees not to interfere with the Union's right to access the employees.

(b) Upon advance written request of the Union, the Company will permit Shop Stewards to be released from work to attend to Union matters for a paid period of eight (8) hours (or one day) in each calendar quarter of the year, at the Steward's regular rate of pay. The Union shall not request that the Company release more than one Steward to attend to Union business on any given day. The Company and the union shall cooperate to avoid interference with the Company's operations. Overtime will not be paid by the Company for this released time.

(c) No time during actual working hours shall be consumed for Union activities on the Employer's premises without the Employer's consent.

Article 10- GRIEVANCES and ARBITRATIONS

(a) For the purpose of this Agreement, the term "grievance" shall mean a dispute concerning the meaning and application of the express written provisions of the Agreement. No dispute which has or may have arisen prior to the effective date of this Agreement shall be subject to Article 10 "Grievances and Arbitration" clause.

(b) The failure to follow the procedures and steps outlined below, or the failure to follow the time limits within which certain acts may be done, or the expiration of any such time limits, shall be an absolute

bar to further processing of grievances or the arbitration's thereof. Waivers of any such procedures or time limits must be in writing and signed by the parties. If the Union files a grievance and the Employer fails to abide by the time limits herein, the Union shall have the right to process the grievance to the next step of the procedure, as if the Employer had complied with the time limits. If the Employer files a grievance and the Union fails to abide by the time limits herein, the Employer shall have the right to process the grievance to the next step of procedure, as if the Union had complied with the time limits.

It is mutually understood and agreed that nothing in the Agreement will prevent any employee from resolving any problem with or without the presence of a Union representative.

Step 1 - An employee having a grievance shall first attempt to resolve the issue with their supervisor and the Union Shop Steward within fifteen (15) calendar days from the date of the alleged occurrence.

Step 2 - If the matter is not settled as provided for in Step 1, the Union shall within fifteen (15) calendar days from the date of the discussion with the Supervisor (Step 1), present the grievance to the Plant Manager or his/her designee in writing. The Plant Manager or his/her designee will give his written answer within fifteen (15) calendar days from the date the grievance was presented to him/her in writing.

Step 3 - If the matter is not settled in Step 2, it shall then be presented to both a Union representative and the Plant Manager or his/her designated representative to discuss within the next fifteen (15) calendar days.

Step 4 - If any grievance has not been settled within fifteen (15) calendar days from the date of the Union representative's discussion with the Plant Manager, the Union may submit the grievance to arbitration as follows:

(a) Within fifteen (15) calendar days after the Step 3 meeting, the Union shall notify the Employer in writing of its intention to submit the grievance to arbitration.

(b) The Arbitrator shall be selected in accordance with the rules and procedures of the New York State Mediation Board.

(c) The Arbitrator may consider and decide only the particular grievance presented to him in writing by the Employer and the Union, and his decision shall be based solely upon an interpretation of the provisions of the Agreement. The Arbitrator shall not have the right or authority to amend, take away, modify, add to, or change any of the provisions of this Agreement.

(d) The decision of the Arbitrator shall be final and binding and each of the parties hereto agree to abide by the decision of the Arbitrator.

(e) Fees and costs of the Arbitrator shall be born equally between the parties.

(f) An employee may not present a grievance, or refer an issue or dispute, to arbitration on their own behalf.

(g) This Article does not preclude a representative of the Union from settling a dispute involving a contract violation with a representative designated by the Employer.

(h) During the sixty (60) day introductory period for all new employees, the Union waives its rights to grieve and arbitrate any dispute arising from any disciplinary action, including termination of employment, concerning the new employees.

(i) The Union shall have the authority to withdraw or settle any grievance prior to the decision or award of the Arbitrator.

(j) Any Arbitrator designated by the New York State Mediation Board shall have the power, where applicable, to order the reinstatement of any employee, with or without back pay. The Arbitrator shall likewise have the power to proceed with any arbitration in accordance with the rules of the New York State Mediation Board.

Article 11- NO STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that it shall not strike or picket or encourage any slow downs, work stoppages, sit-downs or picketing, including sympathy strikes and sympathy picketing. The Employer agrees that during the term of this Agreement there shall be no lockouts.

Article 12 - DISCHARGE OF EMPLOYEES

(a) The Employer has the right to discharge an employee for just cause.

(b) The Union has the right to grieve any disciplinary action imposed against an employee who has successfully completed his/her 60 day introductory period.

(c) The Employer shall give the Union forty-eight (48) hours written notice of the discharge of an employee, whenever it is possible.

Article 13 - BULLETIN BOARD

The Company will furnish and install a bulletin board near each time clock. Such bulletin board shall be used for the sole purpose of posting Union notices.

Article 14- FIRST AID SUPPLIES

The Company will place one medicine first-aid kit at each supervisor's desk and have a supervisor acting in a first-aid capacity. There shall also be a second first-aid kit under the control of an employee. A cot, or a bench will be kept in the ladies room for emergency use.

Article 15 - MANAGEMENT RIGHTS

(a) The Employer reserves and retains solely and exclusively, all its normal, inherent and common law rights to manage the business, whether exercised or not.

(b) The sole and exclusive rights of Management which are not abridged by this Agreement shall include, but are not limited to the following rights:

The Employer retains the exclusive right to plan, determine, direct and control the nature and extent of all its production operations, including any additional operations that the Employer might operate at its Cottage Street, Wallkill, New York facility, and maintenance requirements, and to install or introduce any new or improved production methods or facilities and to maintain efficient operations, but such installation, introduction, or improvement will not cause the layoff, part-timing or termination of the employees covered by this Agreement.

The Employer retains its inherent right to direct and control its working force personnel; to establish classifications; to schedule overtime; to hire; to suspend or discharge for just cause; to promote, demote or transfer on the basis of ability, skill, knowledge and performance; to set rates of compensation for employees within rate ranges or above minimum guaranteed compensation provided for by this Agreement; to lay-off employees because of lack of work or other proper business reason; to determine the number of employees required, and to designate the type of position, assignments and reassignments which it deems any employee is qualified to fill.

The Employer retains the exclusive right to discipline; increase or decrease the work force to meet the needs and conditions of the business; to maintain the efficiency of the operations or any part thereof; to establish and enforce reasonable rules and regulations which do not conflict with this Agreement; to determine the schedule of work days or days of work in conformance with this Agreement; and to make changes in such schedules; to increase or decrease the number of work shifts; to determine the size and location of work stations.

Article 16 - CALL-IN PAY

An employee who reports for work at his /her regularly scheduled starting time and who has not been given notice not to report, shall be guaranteed four (4) hours of work or given four (4) hours of pay in lieu thereof at the rate of pay that would have been applicable to **the** work if performed, unless such employee was absent on his/her regularly scheduled shift. When notice not to report was given or it was otherwise impossible for the Employer to give such notice, and for reasons beyond the Employer's control.

If, during the four (4) hours, heretofore mentioned, an employee is not given notice not to report for the remaining four (4) hours of the day, such employee shall be guaranteed the remaining four (4) hours of work or given four (4) hours pay in lieu thereof at the rate of pay that would have been applicable to the work if performed.

The employee will be responsible for providing his/her current address and telephone number where said employee may be reached. (This section shall not operate to cause an employee to receive less pay then required under the New York State law)

Article 17 - JURY DUTY

An employee who has completed his/her sixty (60) day introductory period and is summoned for jury duty shall be paid the difference between his/her pay for normal work day and pay received as a juror for each day of jury duty, but not to exceed five (5) working days in a year.

Article 18 - PERSONAL LEAVE OF ABSENCE

Any employee who has completed his or her introductory period, may be granted a personal leave of absence without pay for good cause, for a maximum of three (3) months. Requests for a personal leave of absence must be presented to the supervisor at least two (2) weeks in advance, whenever possible. The Employer will consider the employee's request in view of but not limited to the Company's staffing requirements, the reason for the leave, the employee's length of service, performance and attendance record. Such leave shall not unreasonably be withheld by the Employer, and may be extended in emergency situations.

In the event an employee is granted a leave of absence for good cause shown, the time on such leave of absence shall count as time worked for the purpose of seniority. However, if an employee's leave extends beyond three (3) months, then the employee's seniority and benefits including vacation,

sick/personal days, holidays, bereavement pay and jury duty pay, stop accruing until the employee returns to work. The employee will not accumulate seniority during a leave of absence which extends beyond three (3) months and the Employer cannot guarantee the employee re-employment.

The employee must advise the Plant Manager or his designee when he/she is able to return to work. The Company will notify the employee if and when the employee is able to report to work.

The employee's failure to advise the Company of his/her availability for work, failure to return to work when notified, or continued absence from work beyond the time approved by the Company will be deemed a voluntary termination of the employee's employment with Richter Metalcraft Inc.

In the event that the Employer denies such leave of absence, the Union shall be notified.

Article 19 - DISABILITY LEAVE OF ABSENCE

An employee who has completed his/her introductory period, will be eligible for disability leave of absence due to either a work related or non work related injury or illness or maternity.

The employee must give prompt written notice of the disability to the Company. The notice must include a doctor's certificate stating the nature of the disability, the date until which the employee will be able to work and the expected date of return to work.

The employee may use credited vacation and sick time prior to the commencement of the disability leave. The leave of absence will be for a period of up to one month. It may be extended on a month to month basis for a maximum of six months upon the employee's written request to the Company with proof of the employee's continued disability. If the employee requests an extension of his/her leave, the employee must submit a doctor's certificate of continued disability for each month that the leave is extended. If the employee's leave extends beyond six (6) months, the employee's seniority and benefits, including vacation, sick/personal days, holidays, bereavement pay, jury duty pay, stop accruing until the employee returns to work.

When the employee is able to return to work, he/she should give the Company at least one (1) day's notice prior to reporting to the Plant Manager or his designee. When the employee reports to work on the agreed upon day and prior to starting work, he/she must present to the Plant Manager or his designee a doctor's certificate stating that the employee is physically able to return to his/her regular duties. In addition, the Employer may require an employee returning from a disability leave of absence to submit to a physical examination by a doctor of the Employer's choice and at the Employer's expense. The Employer

will make a reasonable effort to return the employee to the same or similar job subject to business requirements which may exist.

If the employee is unable to resume his/her former duties, due to his/her continued disability and/or doctor's orders, the Employer may in its sole discretion dismiss the employee. The Union will be notified of such dismissal.

Failure to notify the Company of the employee's availability for work when it occurs, failure to return to work when _called by the Company, or the employee's continued absence from work because the leave extends beyond the maximum allowed by the Company, will be deemed a voluntary termination of his/her employment with Richter Metalcraft Inc.

Article 20 - JOBS AND PROMOTIONS

(a) All employees covered by this Agreement in the plant shall be given preferential consideration for promotional possibilities when vacancies occur. The Employer, however, shall have the final determination as to whether or not any vacancy shall be filled from within the plant.

(b) Employees requesting a change of job assignment or classification shall be given preference and up to a two (2) week trial period in the new job, with their present rate of pay for this trial period.

Article 21 - BEREAVEMENT PAY

All employees shall be entitled to five (5) days off, with pay, in the event of the death of the employee's spouse(significant other, lifetime partner, spousal equivalent or domestic partner, as defined by attached) or child (foster-child, step-child, or adopted child). All employees shall be entitled to three (3) days off, with pay, in the event of the death of an employee's father or mother, sister or brother, father-in-law or mother-in-law, grandparent or grandchild.

Article 22- WORK CLOTHES OR SPECIAL EQUIPMENT

Where the job position calls for special work clothes, goggles, or other special equipment, these shall be furnished by the Employer and maintained by the Employer without charge to the employee. **Employees will be issued one (1) pair of gloves each day when beginning their shift.**

Article 23 - VACATIONS

(a) Employees who have been in the employ of the-Employer for at least twelve (12) months shall be entitled to paid vacation in accordance with the following schedule:

<u>Time Employed</u>	-	<u>Paid Vacation Entitlement</u>
1 year		5 days
2 years		10 days
3 years		11 days
4 years		12 days
5 years		15 days
10 years		17 days
15 years		18 days
20 years		20 days

Employees must work a minimum of 1700 hours a year (twelve (12) calendar months) in order to be eligible for their vacation time.

(b) All employees shall be given notice of the vacation schedule as it affects them at least thirty (30) days in advance of their scheduled vacation and this schedule shall be posted. Preferences on the vacation schedule shall be given to employees in accordance with their seniority and consistent with the Plant's requirements.

(c) All vacations may be taken at any time during the year, but must be cashed out by April 15th.

(d) Employees that are entitled to vacation in excess of two (2) weeks (10 days) shall give one (1) month's notice to the Company of the vacation period requested. The Company will consider its operational needs, the employee's skills and position in determining whether to grant the employee's vacation request. If there are conflicting requests and if the above named factors are equal then seniority will govern. The Employer shall not unreasonably deny an employee the time period requested.

(e) Should there be a legal holiday for which the employee would normally be paid during his/her vacation period, the Employer will provide the employee with an extra day off at the employee's straight time rate, to be taken with the Employer's advance approval.

(f) Any employee whose employment is terminated by the Employer, shall be entitled to his/her accrued vacation pay at the time of termination.

(g) Employees who receive Workers' Compensation shall be considered as having actually worked for the computation of vacation. However, if the employee is out on Workers' Compensation for a period of more than six (6) months, the employee will not accrue any seniority and benefits, including vacation, sick/personal days, holidays, bereavement pay, and jury duty pay.

(h) All employees shall receive their vacation pay at the payroll period immediately preceding their vacation entitlement. Vacation pay shall be at the rate in effect during the period immediately prior to the contracted increase due on June 1.

(i) Employees entitled to a vacation of more than ten (10) days shall take it in time off with pay, or in additional pay at the employee's discretion, prior to April 15th of the following year. There shall be no carry-over beyond this date.

(j) Employees who have in excess of a ten (10) day vacation entitlement may request in writing by November 1, that their unused vacation entitlement be paid out the first payroll period in December.

(k) If an employee is recalled by the Employer during his/her vacation period, he/she shall receive the following wage compensation: time and one-half plus his/her regular straight time hourly wage for each hour(s) worked.

Article 24 - MEDICAL

The company agrees to pay monthly medical coverage premiums for the following plans:

MVP Liberty Bronze 1 and Crystal Run Healthcare Gold plan

Employees living in Orange or Sullivan Counties must take Crystal Run Healthcare

Premiums will be paid based on a forty hour work week which includes paid time off, (Vacation/Sick/Holidays/Bereavement/and Personal time.) If an employee is absent for any other reason they will be responsible for the determined hourly cost of the medical premium which is determined by the monthly cost of the plan they participate in. Reimbursement will be paid to Richter via an agreed upon payment plan.

(a) For any new employees hired on or after June 1, 2011 the employer will offer single plan only with the employee paying the difference in the family cost at his or her option. Contributions will be made retroactively back to date of hire, after the completion of thirty-one (31) days of employment.

b) Change in Insurance Plans- By mutual agreement, the parties may change the insurance carrier and/or offer alternative plans in place of the above mentioned plan provided the alternative plans benefit structure and provider network are substantially equivalent to the then current plans.

Article 25 - PENSION FUND

a) The Company agrees to contribute to the Trustees of IBEW Eastern States Pension Fund on behalf of each employee **who has completed the 30 day Probationary Period and is covered** by this Agreement for each hour (including fractional hours) actually worked and/or paid for including vacations, holidays and overtime. **Based on Alternative Schedule #3 of the Funds Rehabilitation Plan**

(b) The Company agrees to make the above contributions in accordance with the Trust Agreement. The Employer acknowledges receipt of a copy of the Trust Agreement covering the IBEW Eastern States Pension Fund and the Employer agrees to become a participating provider in such Trust.

Article 26 - AUDITS

In the event of an internal audit procedure of the Company records by IBEW Eastern States Health-Benefit Fund or the Pension Fund, the cost of such audit will be assumed by the Funds,  except in the case of an Employer error of over \$250.00 in any one (1) year or \$1,000.00 in aggregate to each of the Funds, in which case the Company shall pay the cost of the audit for the Fund or Funds in which the above discrepancy is disclosed.

Article 27- NIGHT SHIFT AND NIGHT DIFFERENTIAL

In the event that the Employer creates a second shift, the hours worked on such shift shall be arranged between the Employer and the Union. The persons scheduled to work on the second shift shall be entitled to a five percent (5%) wage differential increase.

The second shift shall have a Shop Steward and a maintenance man present.

Article 28- WAGE RATES and INCREASES

Effective June 1, 2019 - NO INCREASE

NEW EMPLOYEES MINIMUM STARTING RATES

New employees hired after the effective date of this Agreement shall receive the following minimum starting rates:

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>
Packers	NYS Minimum
Press Operator	NYS Minimum
Tool and Die	NYS Minimum
Maintenance	NYS Minimum
Material Handler	NYS Minimum
Shipping Clerk	NYS Minimum

The first 60 days continuous employment of all new employees hired on or after June 1, 2002, shall be considered an introductory period. During this period, the employee may be terminated with or without just cause. Such termination may not be grieved or arbitrated.

NEW EMPLOYEES WAGE INCREASE

New employees hired after June 1, 2011, shall receive the following additional wage increase:

Upon Completion of 31 days of employment	Wage Increase Per Hour \$0.25
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Article 29- LEGISLATIVE REDUCTION OF WORKWEEK

In the event that legislation, Federal or State, should be enacted reducing the workweek below that specified in this Agreement, such reduction of the workweek shall be put into effect with no reduction of wages.

Article 30 - MERIT INCREASES

Any wage increase, over and above those provided by the terms of this Contract, shall be considered in the nature of merit increases given at the sole discretion of the Employer. The Union, however, may from time to time consult with the Employer and make recommendations with regard to such merit increase, particularly with a view to establishing a fair policy in the distribution of such merit increases. The final determination, however, of any merit increase shall rest with the Employer.

Article 31- SICK LEAVE and PERSONAL DAYS

(a) Each employee covered by this Agreement shall be eligible for the following paid sick leave/personal days:

<u>Length of Service</u>	<u>Number of Sick/Personal Days</u>
Less than one (1) year	0
after one (1) year	2
after two (2) years	3
after three (3) years	4
after four (4) years	5
after five (5) years	6
after ten (10) years	7

(b) Sick leave/personal days will be based on a minimum of 1700 hours worked by each employee. If an employee works less than the minimum the sick leave/personal days will be pro-rated per calendar year. Employees who have been employed by the Company for at least five (5) years are entitled to a maximum of six (6) days in a contract year.

(c) The Company agrees to pay sick leave/personal days to employees during the payroll week when such sick leave/personal days are taken.

(d) Any unused sick leave/personal days will be cashed out by the Company every four (4) months during each contract year (October, February 1, and June 1). This cash out shall be at the rate of two (2) sick/personal days every four months, if eligible.

(e) The Employer agrees to publish a schedule of sick leave/personal day accruals for all present employee based on this Agreement and submit same to the Union for approval. This schedule, upon arrival, shall be conclusive as to present employees.

(f) All terminated employees shall receive prorated sick leave/personal leave at the time of termination.

(g) All employees shall also be entitled to two (2) unpaid sick/personal leave days in addition to days already set forth in the Agreement.

Article 32 - SHOP STEWARDS

(a) The Employer recognizes the right of the Union to designate Shop Stewards, who shall be recognized as the representatives for the Union, for all matters arising under this Agreement to the extent permitted herein. The Union shall advise the Employer as to the identity of the Shop Stewards and the Employer agrees that the Shop Steward shall be free to conduct his/her duties as such.

(b) All Shop Stewards shall have seniority over any other employee in the event of a lay-off.

(c) The Shop Steward shall be present at all times when any production work is being performed in the plant.

(d) Upon advance request of the Union, the Company will permit Shop Stewards to be released from work to attend to Union matters for a paid period of eight (8) hours (or one day) in each calendar quarter of the year, at the Stewards' regular rate of pay. The Union shall not request that the Company release more than one Steward to attend to Union business on any given day. The Company and the Union shall cooperate to insure flexibility for both parties. Overtime will not be paid by the Company for this released time.

Article 33 - WORKERS COMPENSATION

The intent of the parties for this Article is that if an employee sustains an injury on the job and is eligible for Workers' Compensation Disability Benefits, the employee shall be compensated and receive his/her regular earnings during the waiting period for compensation benefits not to exceed five (5) days of regular earnings provided that the disability is for more than seven (7) calendar days.

Article 34 - SUPERVISORY PERSONNEL

Supervisory personnel from management may not perform any production work, except for maintenance and repair work.

Article 35 - NEGOTIATING COMMITTEE

The Union and the Company agree that in all future Collective Bargaining Agreement negotiations, the Union shall be entitled to a Negotiating Committee to be composed of one (1) committee-person for each ten (10) employees (or fraction thereof), but not ever less than two (2) employees appointed by the Union to serve on this Committee. The Company further agrees to reimburse Negotiating Committee-persons for all time spent during working hours, at their regular hourly rate of pay. In the event that Contract Negotiations continue past the end of the normal work day, Committee-persons shall receive time and one-half their regular hourly rate of pay, or Article 5- Section (c), if applicable.

Article 36 - ASSIGNMENT CHANGES

If the Company temporarily assigns an employee to perform work which is normally performed by an employee receiving a higher hourly rate of pay, the Company agrees that such employee with the lower hourly rate of pay shall receive the higher base pay for that job assignment for the period of time such work is performed. The Company agrees that no employee shall receive a reduction in the regular hourly rate of pay for such temporary assignment. Additionally, the Company agrees that such assignments shall be temporary in nature and shall not exceed two (2) weeks.

Article 37 - MINIMUM WAGE ESCALATION

In the event that legislation, whether Federal or State, should be enacted, increasing the minimum hourly wage, all increases within this Agreement, where applicable, shall be above the legal minimum wage in the amount specified herein.

In the event of such an increase, the Union and the Company hereby agree that they shall negotiate the rate as it affects the first wage increase for new employees.

Article 38 - PREVIOUS PRIVILEGES

The Company shall not deprive any employee of any benefit or privilege received by such employee prior to the negotiation of this contract provided such privilege is not inconsistent with the terms of this Agreement.

Article 39 - TERM OF AGREEMENT AND GENERAL PROVISIONS

This Agreement shall be binding on the successors or assigns of the Employer and/of the Union whether such successor or assigns is created by consolidation, merger, purchase, sale, or otherwise.

This Agreement made and entered into in the State of New York, shall be deemed to be subject to the laws of the State of New York and to such laws of the United States Government as may be applicable.

The provisions of this Agreement are deemed separate and severable so that if any provision is held to be invalid in whole or part by any court or government agency such shall become null and void, and all other provisions shall nevertheless remain in full force and effect. The parties shall thereupon seek to negotiate substitute provisions which are in conformity with applicable laws.

The parties hereto mutually agree to enter into negotiations for the renewal or modification of this Agreement at least (60) days prior to the expiration of this Agreement.

The within Agreement shall remain in full force and effect and be binding upon the parties for the period beginning **June 1, 2019 and ending May 31, 2020.**

Article 40- PLANT CLOSING NOTICE

The Company will give notice of its intent to close a manufacturing plant, service shop or distribution center a minimum of six (6) months in advance of the plant closing date to the Union, the Local Union and to the employees concerned. Such notice will include identification of the plant to be closed, the Local involved and the date when terminations of represented employees are expected to begin, because of the plant closing,

AFFIDAVIT OF DOMESTIC PARTNERSHIP

We declare under penalty of perjury:

1. We have an intimate committed relationship.
2. We share the same principal residence(s).
3. We agree to be responsible for each other's basic living expenses during our domestic partnership; we also agree that anyone who is owed these expenses can collect them from either of us.
4. We are both 18 or older.

Neither is married.

6. We are not so closely related by blood that legal marriage would otherwise be prohibited.
7. Neither of us has a different domestic partner now.
8. Neither of us has had a different domestic partner in the last six months (this last condition does not apply if you had a partner who died).

We declare under penalty of perjury under the laws of the state of New York that the statements above are true and correct

Signed on _____, 20__ in _____

Signature _____ Print Name _____

Signed on _____, 20__ in _____

Signature _____ Print Name _____

In Witness Thereof, the parties hereto have set their hands and seals this 1st day of June, 2019.

For the Union

Sam Fratto 5/28/19

Sam Fratto, Business Manager
IBEW Local Union 363

For the Company

Midge Richter

Midge Richter 5/28/19
Richter Metalcraft, Inc.

Frank Perugino 5/28/19

Frank Perugino, Assistant Business Manager
IBEW Local Union 363



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For the Union

Sam Fratto 5/28/19

Sam Fratto, Business Manager
IBEW Local Union 363

For the Company

Midge Richter

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Richter Metalcraft, Inc.

Frank Perugino 5/28/19

Frank Perugino, Assistant Business Manager
IBEW Local Union 363

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For the Union

Sam Fratto 5/28/19

**Sam Fratto, Business Manager
IBEW Local Union 363**

Frank Perugino 5/28/19

**Frank Perugino, Assistant Business Manager
IBEW Local Union 363**

For the Company

Midge Kater Richter

**Midge Richter 5/28/19
Richter Metalcraft, Inc.**