

9793

023-439

AGREEMENT

By and Between



**Copeland**  
brand products

Scroll Compressors, LLC

and

**IUE-CWA**

A FORCE FOR WORKING FAMILIES AFL-CIO

LOCAL (84)725  
Sidney, Ohio

May 27, 2015 – June 6, 2021

## 2015

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3					1	2					1	2	3	
5	6	7	8	9	10	11	3	4	5	6	7	8	7	8	9	10	11	12	13	
12	13	14	15	16	17	18	10	11	12	13	14	15	14	15	16	17	18	19	20	
19	20	21	22	23	24	25	17	18	19	20	21	22	21	22	23	24	25	26	27	
26	27	28	29	30			24	25	26	27	28	29	28	29	30					
							31													
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3						1					1	2	3	
5	6	7	8	9	10	11	2	3	4	5	6	7	6	7	8	9	10	11	12	
12	13	14	15	16	17	18	9	10	11	12	13	14	13	14	15	16	17	18	19	
19	20	21	22	23	24	25	16	17	18	19	20	21	20	21	22	23	24	25	26	
26	27	28	29	30	31		23	24	25	26	27	28	27	28	29	30				
							30	31												
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7					1	2	3
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30					27	28	29	30	31			

## 2016

January							February							March												
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S						
					1	2						1	2	3	4	5						1	2	3	4	5
3	4	5	6	7	8	9	7	8	9	10	11	12	13	6	7	8	9	10	11	12						
10	11	12	13	14	15	16	14	15	16	17	18	19	20	13	14	15	16	17	18	19						
17	18	19	20	21	22	23	21	22	23	24	25	26	27	20	21	22	23	24	25	26						
24	25	26	27	28	29	30	28	29					27	28	29	30	31									
31																										
April							May							June												
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S						
					1	2	1	2	3	4	5	6	7					1	2	3	4					
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11						
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18						
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25						
24	25	26	27	28	29	30	29	30	31				26	27	28	29	30									
July							August							September												
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S						
					1	2						1	2	3						1	2	3				
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10						
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17						
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24						
24	25	26	27	28	29	30	28	29	30	31			25	26	27	28	29	30								
31																										
October							November							December												
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S						
						1						1	2	3						1	2	3				
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10						
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17						
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24						
23	24	25	26	27	28	29	27	28	29	30			25	26	27	28	29	30	31							
30	31																									

## INDEX

SUBJECT	PAGE	PARAGRAPH
Agreement.....	1	
Arbitration.....	22	88
Bargaining Unit Work.....	2	7
Basic Job Classification.....	28	104
Benefits.....	54	186
Benefits for New Hires.....	59	188
Bidding Procedure.....	34	124
Bidding Procedure—Coordinator Assembly, Coordinator Assembly Expediter, Coordinator Machining, Coordinator Product Support Maint, Coordinator Product Support Eval, Coordinator Product Support RMA, Material Handler, Unit Return Material Handler.....	35	137
Bidding Procedure—Unit Plant Specialty Operator, Unit Tubing Machine Operator, Coordinator Machining A, PED Coordinator Assembly, Coordinator Machining – Gauge Operator, Specialty Unit Mechanical Electrical Assembler, Coordinator Export Pack, PED Coordinator Assembly Specialist, Coordinator Assembly A, Product Support – Maintenance Processing, Certified Brazier.....	36	138
Bidding Procedure—Unit Quality Inspector, Groupleader.....	36	140
Bulletin Boards.....	14	57
Call-In Pay.....	16	68
Change of Address.....	9	35
Clean-Up Period.....	16	70
Consideration and Cooperation.....	2	6
Cost of Living Allowance.....	61	195
Death in Family.....	49	172
Duration of Agreement.....	61	196
General Provisions.....	14	58
Grievance Procedure.....	19	79
Grievance Procedure Discharge.....	21	87
Holidays.....	50	173
Hours and Overtime.....	37	143
Hours and Overtime CWS Scroll.....	41	163
Hours and Overtime CWS Scroll Maintenance.....	43	164
Internal Adjustment.....	32	115
Inventory.....	16	71
Jury Duty.....	9	34
Layoff Procedure.....	29	109
Leaves of Absence.....	26	97

Leaves of Absence—Vacancy.....	28	103
Loss of Seniority.....	25	96
Management's Rights.....	5	18
Military Service.....	8	27
Multiple Operations.....	33	123
Non-Discrimination.....	2	5
Overtime Procedure for Groupleader, Unit Quality Inspector.....	45	166
Overtime Procedure for Janitor, Unit Return Material Handler.....	46	167
Overtime Procedure for Material Handler.....	46	168
Overtime Procedure for Unit Plant Specialty Operator.....	47	169
Overtime Procedure for Coordinator-Machining and Coordinator Assembly, Product Support Maintenance Processing, Coordinator Machining A, Coordinator Machining Gauge Operator, Coordinator Product Support Maintenance, Coordinator Assembly A, PED Coordinator Assembly, Coordinator Assembly Expeditor, Coordinator Product Support RMA, Coordinator Product Support Product Evaluation, Coordinator Export Pack, PED Coordinator Assembly Specialist.....	48	170
Overtime Procedure for Unit Tubing Machine Operator, .....	48	171
Recognition.....	1	1
Reporting Pay.....	15	67
Representation.....	16	72
Rest Periods.....	16	69
Safety and Health.....	9	36
Seniority.....	22	91
Sign-Off Page.....	62	198
Skilled Trades Supplement.....	66	1
Strikes, Stoppages, and Lockouts.....	6	20
Temporary Layoff.....	32	116
Temporary Transfers.....	33	120
Time Standards.....	11	45
Union Security.....	4	11
Utility Operator.....	33	121
Vacation Policy.....	51	176
Wages.....	60	190
Exhibit A .....	63	
Exhibit B.....	64	
Exhibit C.....	66	

## **AGREEMENT**

This AGREEMENT made and entered into and effective on the 20th day of May 2015 by and between Scroll Compressors, LLC. of Sidney, Ohio, its successors and assigns, on behalf of its Sidney plant (Sidney, Ohio); hereinafter referred to as "Corporation" and the I.U.E. which is an Industrial Division of the C.W.A. A.F.L.-C.I.O.-C.L.C. known as I.U.E.-C.W.A. A.F.L.-C.I.O.-C.L.C. for itself and on behalf of LOCAL (84)725, Sidney, Ohio, hereinafter referred to as the "Union."

WITNESSETH, that the parties agree as follows:

The purpose hereof is to provide orderly collective bargaining relations between the Corporation and the Union, to secure a prompt and equitable disposition of grievances, and to establish fair wages, hours, and working conditions for the employees covered by this Agreement.

### **RECOGNITION**

1. The multi-plant unit covered by this Agreement consists of the Corporation's plants at Sidney, Ohio.
2. Any plants or bargaining units for which the Union shall hereinafter be certified shall automatically become a part of the multi-plant unit and be included in and be covered by this Agreement.
3. The Corporation recognizes the Union as the exclusive representative of all production and maintenance employees, including all group leaders in the multi-plant unit covered by this Agreement for the purpose of collective bargaining with respect to wages, rates of pay, hours of work, and other conditions of employment, but excluding office and clerical employees, technicians, nurses, draftsmen, engineers, shipping and receiving clerks, over the road truck drivers, drayage drivers, professional employees, guards, and supervisors as defined in the National Labor Relations Act.
4. The term "employees" is hereinafter used to indicate the employees for which the local set out above is the exclusive representative for collective bargaining in the multi-plant unit covered by this Agreement, and does not refer to any employees who are so excluded.

## **NON-DISCRIMINATION**

5. The Corporation agrees that it will not discriminate against any of the employees in the payment of equal wages, assignments to jobs, seniority, promotions, training, transfer, layoff, discipline, discharge, or any other term or condition of employment, because of race, color, religion, sex, age, or national origin. Any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, will be subject to the grievance and arbitration machinery

## **CONSIDERATION AND COOPERATION**

6. This Agreement is entered into consideration of the mutual performance thereof in good faith by both parties. The intention of this Agreement is to establish harmonious relations between the Corporation and the Union and its membership, and to promote the general welfare of the Corporation and the employee. The parties of this Agreement agree to cooperate in every reasonable way in carrying out the provisions hereof and to exchange such information with respect hereto as is mutually deemed essential for the furtherance of harmonious relations. The Union recognizes that it is the responsibility of the Corporation and its Plant Management to maintain plant efficiency and agrees that Management shall have the freedom of action necessary to discharge its responsibility for the successful operation of the Corporation. This responsibility includes, among other things, the determination of the number and location of its plants; the selection of those with whom it will do business; and the determination of the products to be manufactured and the production schedules. This section does not limit or modify the rights of the parties under any other provisions of this Agreement.

## **BARGAINING UNIT WORK**

7. Work regularly performed by employees in the bargaining unit shall not be done by anyone not in the bargaining unit except as otherwise permitted in the Agreement.
8. (a) It is understood that the Corporation will utilize its maintenance shop and maintenance employees in the plant to do the kind of work they have regularly and customarily done in the past to the extent it is efficient and economical to do so with the existing machinery and equipment, skills, manpower and facili-

ties, taking into consideration whether or not the Corporation can do the work competitively in quality, cost and performance, and within the projected time limits.

(b) In all cases except where circumstances prevent it, local management will hold advanced discussions with the appropriate members of the Union Shop Committee and one member of the Skilled Trades Committee prior to letting a contract for the performance of maintenance and construction work in the plant. In this discussion, local Management is expected to review its plans or prospects for letting a particular contract. The local Union representatives should be advised of the nature, scope and approximate dates of the work to be performed, and the reasons (equipment, manpower, timing, etc.) why Management is contemplating contracting out the work. At such times, local Management representatives are expected to afford the local Union representatives an opportunity to comment on the Management's plans and to give appropriate weight to those comments in light of all attendant circumstances.

(c) In no event shall any seniority employee, who regularly and customarily performed the work in question, be laid off or downgraded as a direct and immediate result of work being performed by an outside contractor on the plant premises.

9. It is agreed that foremen will not work on production except for instruction of employees where employees are present, pre-determined pilot or trial runs and new tooling or setup where this is experimental work, to insure safety of employees, and in causes beyond the Corporation's control. It is understood and agreed that the following will be working foremen: maintenance foremen, tool and machinery building foremen, and tool room foremen.
10. Both parties understand that the expressed purpose of the bargaining unit work section in Paragraphs 7 through 10 of the Labor Agreement is to prohibit salaried employees from performing bargaining unit work except as specifically permitted in the bargaining unit work section. However, salaried employees in the position of Supervisor/Manufacturing Technicians in the Scroll areas may perform work assigned to bargaining unit work employees in Scroll. These salaried employees are not intended to replace employees when absent, tardy, or when management determines that overtime is necessary, or when additional bargaining unit employees are required.

## UNION SECURITY

11. All present employees shall remain members in good standing in the Union as a condition of employment. All new employees shall become members of the Union thirty (30) calendar days after the date of their employment and shall remain members in good standing as a condition of employment.
12. To remain a member in good standing of the Union shall mean that an employee shall maintain their membership in the Union to the extent of paying membership dues uniformly levied against all Union members.
13. The Union will furnish the Corporation such certified lists of members and such proof of dues payable, and of the non-tender thereof as may be necessary to the operation of Paragraphs 12 and 13, and as requested by the Corporation. The Corporation will issue discharge warning notices for non-tender of dues within five (5) scheduled working days after receipt of such list and other proof as may be requested.
14. The Corporation shall deduct from an employee's wages such Union dues and initiation fees upon receipt of an individual written authorization for such deductions. These deductions shall be made from the first pay of each month following receipt of individual authorization and remitted promptly to the Financial Secretary of the Union.

The Corporation will remit the portion of these deductions in the amounts set out in writing by the Local Union instructing the Corporation as to the respective amounts of the deductions due them, and will follow such written authorization by the Local Union for the life of this Contract.

15. An employee may have their membership dues and initiation fee deducted from their earnings by signing the form for "Authorization and Assignment" as follows:

"I hereby authorize Scroll Compressors, LLC. to deduct from the compensation due me once an amount equal to the initiation fee, and each month an amount equal to regular monthly union dues, both certified in writing to the Company by the Secretary-Treasurer of the Local. Each amount so deducted shall be remitted to the Secretary-Treasurer of the Communication Workers of

America, or his/her duly constituted agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period.

This authorization is voluntarily made and is neither conditioned on my present or future membership in the Union, nor is it to be considered as a quid pro quo for membership. This authorization shall continue in effect until canceled by written notice signed by me and individually sent to the Company and to the Union. This cancellation of authorization must be postmarked during the fourteen (14) day period prior to each anniversary date of the current or any subsequent Collective Bargaining Agreement, or during the fourteen (14) day period prior to the termination of the current or any subsequent Collective Bargaining Agreement.

This Authorization and Assignment supersedes all previous Authorizations and Assignments."

16. The Union will indemnify and save the Corporation harmless against any and all claims, demands, suits or other form of liability that shall arise out of discharge or deduction of dues or by reason of any action taken or not taken by the Corporation in reliance upon certified lists of members who are not in good standing furnished to the Corporation by the Union or for the purpose of complying with any of the provisions of Paragraphs 13 and 14. In case of error in the deduction of dues under Paragraph 13, the Union will adjust any such error with the individual employee concerned.
17. The Corporation will submit to the Recording Secretary of the Union each week the names of the employees hired, discharged, quit, leaving bargaining units, or given disciplinary layoffs.

#### **MANAGEMENT RIGHTS**

18. The Management of the Corporation and the direction of its working force, including the right to hire, promote, discipline or discharge for proper cause, or transfer, the right to relieve employees of duties because of lack of work or for other legitimate reasons, and the right to determine manufacturing methods, processes, products, speed of operations, schedules of production, and location of plants are vested exclusively in the Corporation except as otherwise provided herein. The Corporation retains the sole right to determine the extent to

which its plant or plants or any part thereof shall be operated or shut down or production reduced or increased.

19. The application of the provisions of Paragraph 18 by the Corporation contrary to the other terms of this Agreement shall be subject to the regular grievance procedure.

### **STRIKES, STOPPAGES, AND LOCK-OUTS**

20. It is the intent of the parties to this Agreement that the procedure set forth herein shall serve as a means for the peaceful and prompt settlement of all disputes that may arise between them.
21. All differences, disputes, and grievances that may arise between the Union and Corporation concerning the application, compliance, or interpretation of the Agreement shall be settled by the procedure established in this Agreement.
22. During the life of this Agreement, the Corporation will not lock out any employees until all of the bargaining procedures as outlined in this Agreement have been exhausted and in no case on which the Umpire shall have ruled and in no other case on which the Umpire is not empowered to rule until after the negotiations have continued for at least five days at the Appeal Step of the Grievance Procedure and the matter has been reviewed in a meeting between representatives of the International Union and the Corporation Personnel Staff and not even then unless a notice of such lockout has been delivered to the Union at least five days prior to such lockout action. In case a lockout shall occur the Union has the option of canceling the Agreement at any time between the tenth day after the lockout occurs and the date of the settlement.
23. During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in, or slow-down in any plant of the Corporation, or any curtailment of work, or restriction of production or interference with the production of the Corporation or its premises until all of the grievance and bargaining procedures as outlined in this Agreement have been exhausted, and in no case on which the Arbitrator has the right to decide under the Agreement and in no non-arbitral case unless at least five days of meetings and negotiations between the Corporation and the Union have taken place over a period of 30 days after the dis-

pute has arisen. A representative of the International Union shall be present at these meetings.

24. The Corporation and the Union agree that there shall be no strike, or other interference, or interruption to production during this 30-day period, and they shall make every effort during this 30-day period to settle the grievance to prevent a strike or lockout. Moreover, in any event, there shall be no strike action unless, and until such action has been fully authorized as provided in the Constitution of the I.U.E.-C.W.A., Local (84)725. At the end of this 30-day period, the Union may exercise its right to strike by serving five-day notice in writing upon the Corporation of the Union's intention to strike at the expiration of such notice. In case a strike or stoppage of production shall occur, the Corporation has the option of canceling the Agreement at any time between the fifth day after the strike occurs and the day of its settlement. Any such strike or stoppage for the purpose of obtaining changes in the Agreement during its term shall be a violation of this Agreement. The Corporation reserves the right to discipline any employee taking part in any violation of this section of this Agreement. In no event shall a strike as provided herein, during the term hereof, take the form of a sit-down, stay-in, slow-down, or other curtailment or interference with work as contrasted with a general walkout.
25. Those issues which the Union may strike over are as follows:
- (a) Abnormally dangerous health and safety conditions to the employees in the plant.
  - (b) Should the Corporation create a new job classification not listed in the Wage Rates and Job Classifications of the plants herein, and the parties to this Agreement cannot agree to a wage rate for the new classification established by the Corporation.
  - (c) Any issue which the arbitrator has no right to decide under this Agreement as provided in Paragraph 88 Arbitration.
26. It is understood that any strike action taken in accordance with Paragraph 25 of this Agreement may only be taken at the plant where the dispute exists.

## MILITARY SERVICE

27. The Corporation agrees to comply with such present or future state or federal legislation as may be in effect with respect to the re-employment of employees who are drafted or called into military service of the United States and are honorably discharged pursuant to the Selective Service Act.
28. It is mutually agreed between the Company and the Union that a "Military Pay Differential" will be instituted for bargaining unit employees performing U.S. Military Reserve obligations.
29. The differential pay will be paid for a period of up to a total of two (2) weeks of military service annually. Differential pay will be based on the difference between the total pay received from the federal government for those two (2) weeks and the employee's normal wages, including shift differential, calculated on the employee's normal schedule (40 hours). It is the intention of this policy to ensure that the employee suffers no out-of-the-pocket loss for the period of service. Subsistence, travel and rental will not be included in calculating this differential pay.
30. Military pay differential will be paid for all regular work days lost as the result of an "Emergency Duty Call-up" requirement, not to exceed four (4) weeks annually.
31. All employees will accumulate seniority for the period actually served on such U.S. Military Reserve or Emergency Duty Call-up obligation. No employee with under one year's seniority will receive the pay differential.
32. No employee will receive vacation pay and the military differential pay for the same period. If the Company vacation and Military Reserve obligation occur at the same time, provision will be made for the affected employee to take vacation due such employee at a later date.
33. In order to receive differential pay, a statement from the commanding officer conforming to the Company's requirements and certifying length of time spent and payment received must be submitted to the payroll department.

## **JURY DUTY**

34. Any seniority employee, regardless of shift, who is summoned to and reports for jury duty as prescribed by law, shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of eight (8) hours per day or forty (40) per week.

All employees working on Continuous Work Schedule will be paid straight time up to twelve (12) hours per day (up to forty (40) hours per week maximum) when scheduled to work.

An employee shall be paid for each day on which the employee performs jury duty and on which the employee would have otherwise been scheduled to work for the Company (excluding Saturdays, Sundays, and holidays). The employee shall give the Company advance notice of impending jury duty and shall submit proof of having served on a jury and the pay received for each day involved.

## **CHANGES OF ADDRESS**

35. Employees shall notify the Personnel Department of any changes of address within five (5) days after such change has been effected, and they shall receive a written receipt from the Corporation that such notice has been given. Such notice shall be given by registered mail or in person. The Corporation shall be entitled to rely upon the last address of an employee shown on its records. The Corporation shall give the Union office a copy of all changes of address for employees as they are received.

## **SAFETY AND HEALTH**

36. The Corporation will comply with the Occupational Safety and Health Act (hereinafter called OSHA).
37. The Corporation agrees to furnish to each of its employees a place of employment which is free from recognized hazards that are likely to cause serious physical harm to its employees, and will adopt and use a program necessary to provide such safe place of employment pursuant to OSHA.
38. If an injury occurs which is compensable under Workers Compensation Law of Ohio, the employee shall receive pay at

his regular rate of pay for time lost while at the doctor or hospital, or the remainder of his regular scheduled hours on the day of the injury, if unable to return to work. Payment for lost time is limited to the day of the injury only. A signed statement by the doctor on the date of injury must be presented which verifies that the employee was unable to return to work the day of the injury.

39. The Corporation agrees to establish a Joint Safety Committee in the plant on each shift covered herein. The committees shall be composed of one employee designated by the Union and one member of management, not to exceed six (6) members by either party. The Union agrees to participate on such committee and will make every effort to have its members observe and comply with all safety and protective clothing and equipment as provided by the Corporation. Where it requires them, the Corporation will provide each employee one (1) pair safety glasses, including prescription safety glasses, and will replace any safety glasses broken in the course of work as determined by the Medical Department. The employee must provide the prescription. The Corporation will continue to provide minor, routine maintenance of safety glasses. The Corporation will pay 60% of the cost of replacing worn or pitted safety glasses or changes in the prescription of such safety glasses. Employees are responsible for replacing lost safety glasses. The Joint Safety Committee may seek the advice of an outside impartial expert on safety matters during the Committee's monthly meetings or during any inspection conducted by the Committee.
40. The Committee, through mutual agreement will:
- (a) Select meeting days, with a meeting at least once a month;
  - (b) Make monthly inspections of the plant;
  - (c) Make recommendations for the correction of unsafe working conditions and the elimination of unsafe practices in accordance with OSHA;
  - (d) Have the right to review and investigate all reports of serious industrial accident cases arising from an unsafe working condition or practice;
  - (e) Assist the local management in carrying out its safety and health program.

41. Any dispute arising with respect to the interpretation or application of the provisions hereof shall be subject to the 3rd Step of the grievance procedure and arbitration procedures set forth in the Agreement as modified by any other provision of the Agreement. Neither party will oppose testimony of/or participation by Occupation Safety and Health Administration officials or the use of OSHA documents in any private litigation.
42. All newly installed machinery and equipment can be inspected by the Joint Safety Committee before being placed in operation. The Joint Safety Committee will be notified before any new machinery or equipment is placed in operation.
43. In any arbitration proceedings involving safety and health grievance, the arbitrator's decision shall not be inconsistent with OSHA.
44. The Union member of the Joint Safety Committee shall be allowed to leave work during working hours to perform their duties in compliance with the Safety and Health clause without loss of pay, but must inform their supervisor where they are going and why, and provide proper notification to the supervisor of the department or work area that is being entered.

### **TIME STANDARDS**

45. The Corporation agrees that in exercising its right to establish standards and rates of production it will make studies on the basis of fairness and equity consistent with quality and workmanship, efficiency of operation, and the reasonable working capacities of normal operators. It is agreed that multiple operations on the same or different classifications by an employee will be considered as an element of the job in determining the fairness of the employee's standard, and the employee shall be paid the rate of pay for the highest classification on which he is working.
46. The Time Standard will represent the time required for an average employee, on an average day, under average conditions to do a given operation or job including all necessary allowances using specified equipment and materials working to definite specifications and with the operator expending NORMAL (100%) EFFORT AND AVERAGE SKILL.

47. To the Normal Task Time of an operation will be an allowance of 3 and 1/2% for Personal Time. All new or revised standards will include a contingency factor of 1 and 1/2% as a minimum allowance.
48. To compute the PRODUCTION QUANTITIES, a 56.9 minute hour will be used (the work hour reduced to compensate for break periods and wash-up periods). The 56.9 minute hour divided by the standard minute for the operation equals the production quantity required per hour for 100% (455 minutes for an eight hour standard.)
49. Time standards on an operation shall be regarded as temporary and will be so designated until such time as the operation is being performed under normal conditions with normal methods by normal, experienced operators following which permanent standards will be set as provided herein. The Corporation will establish permanent standards for all present temporary standards, and such permanent standards will be set no later than six (6) calendar months following the execution of this Agreement for all present temporary standards and six (6) calendar months following the designation of such standards as a temporary standard for all future standards.
50. In the case of operations which run intermittently, permanent standards will be set as soon as possible after the operation has been in production with normal methods, under normal conditions, with normal, experienced operators, or within a six (6) month period of actual production, whichever occurs sooner. The provisions concerning the establishment of permanent standards shall not apply to operations of pilot lines, experimental or tryout runs. The Union will be notified by memo of all operations that are being operated intermittently and which are to be considered under this paragraph.
51. When a permanent standard is established for an operation, notice thereof and the date to become effective will be given to the operator and to the person designated by the Union Shop Committee, and the study and all facts upon which such standard is based will be made available to the operator. Pending the establishment of permanent standards, temporary standards will be set based upon experienced performance of such operation. Standards will be set in accordance with recognized industrial engineering methods. Standards will be subject to a review

once every eighteen (18) months with the following options:

(a) Operations being performed below standard requirements.

(b) Operations that have work elements changed or revised.

(c) (a) and (b) can be reviewed as required to correct the standard.

52. If an employee claims that the permanent standard established by the Corporation on their job is too high, they may request their foreman to check the operation. After such check and after the employee has spent a trial period of a minimum of five (5) work days on the established standard, if the employee is still dissatisfied with the permanent standard, the Corporation will check and/or restudy the operation with employee, their steward, and the designated member in attendance and all the facts upon which the permanent standard was established will be made available to them. In such recheck or restudy, the employee complaining and/or other employee may be required to perform the operation.
53. If a satisfactory agreement does not result from such recheck or restudy, the matter in dispute shall be reduced to writing as a grievance, signed by the steward and filed within ten (10) days with the Personnel Department as in Step 3 of the applicable grievance procedure. If the dispute is not settled in the 3rd or 4th step of the grievance procedure and is submitted to arbitration, the arbitrator chosen shall be an industrial engineer.
54. If twenty (20) work days have elapsed since the date on which a permanent standard was established above, and no grievance has been filed protesting such permanent standard, and the Corporation has not revoked such standard, or if within such twenty (20) work day period, the permanent standard is protested, and the Corporation agrees to a change in such standard, or if such standard is changed in arbitration, then the permanent standard as originally established or as so changed shall thereafter remain and continue to be the permanent standard for such operation for the term of this Agreement unless and until there is an alteration in the product, its design or style, in materials, tools, or fixtures, machinery or equipment, manufacturing methods or procedures, or other conditions affecting the operation.

55. When any such alteration, or alterations, have been made which would result in a change in job duties or requirements affecting at least five percent (5%) of the operation, or where over a period of time an accumulation of minor alterations of the types set out above which in total have affected at least five percent (5%) of the operation, then a change in that standard may be made for any operation.
56. No power operated assembly line will be operated above maximum speed established by the Scheduled Line Balance Standard without approval of Industrial Engineer.

### **BULLETIN BOARDS**

57. The Corporation will provide bulletin boards in each employee entrance to the plant for the exclusive use of the Union. Notices of all meetings of the Union, Union recreational and social affairs, appointments and elections, may be posted on these boards. Any bulletin or notice of a controversial nature must be approved by the Corporation before being posted. The Personnel Department will see that approved bulletins will be posted on the various boards.

### **GENERAL PROVISIONS**

58. The Union will be limited to the distribution of any printed or written notices, cards, pamphlets, or literature of any kind except at employee entrances. However, the Union will be permitted to distribute this material immediately inside the employee entrances during inclement weather. The Union will carry out and practice whatever is necessary to the functioning of the Union as per federal law.
59. There shall be no solicitation of funds on Corporation time for any purpose without the written approval of the Corporation.
60. If any paragraph or section of this Contract should be held invalid by operation of law, or any court of final jurisdiction, the remainder of this Contract shall not be affected.
61. It is further agreed that this Agreement and those written re-executed letters of understanding contain all understandings and the entire obligation between the Corporation and the Union.

62. This Agreement cannot be modified or amended, except in writing, signed by the designated representatives of the Corporation and the appropriate Local and International Union Officials.
63. In any difference, dispute or grievance concerning the interpretation of the Agreement, the Corporation and the Union, by mutual agreement, may interpret or modify any provision of this Agreement and such agreement shall be final and binding on the Union, the Corporation, and the employees.
64. Any matter concerning wages, hours and working conditions of Employment not covered by this Agreement may be negotiated by the Union and the Corporation during the term hereof.
65. All new job descriptions of classifications, and any new changes on present job descriptions, will not be considered in effect unless dated and signed by the Union Shop Committee. The Corporation will furnish a copy of all job descriptions to the Union.
66. Those warning notices and reprimands rendered prior to May 1, 2014, will be considered withdrawn from an employee's record and will not be given any force or effect in any discharge or discipline case. Warning notices and reprimands will be withdrawn from an employee's record after eighteen (18) working months from the most recent action provided that during such time no other warnings or reprimands are issued.

### **REPORTING PAY**

67. Any employee reporting to work for the regular shift without having been properly notified that there would be no work shall be paid for four (4) hours pay at his regular straight time hourly rate. This provision shall not be applicable where the inability of the Corporation to supply work is the result of fire, snow, storm, flood, power failure or water failure, or a labor dispute at the plant. "Properly notified" means either a local radio announcement (being WHIO, 1290 AM, T102.1 FM, K99.1 FM, WMVR, 105.5 FM) or personal notice at least one hour before the start of the shift. During such four (4) hour period, the employee must do any work assigned to him by the Corporation in order to qualify for pay.

## **CALL-IN PAY**

68. Any employee called in to work outside of the scheduled shift hour will be paid at the applicable rate but not less than four (4) hours pay at the regular straight time hourly rate.

## **REST PERIODS**

69. Each employee shall be entitled to a rest period of ten (10) minutes during each half of a shift which is scheduled to work eight (8) or more hours per day. Time or times of taking same shall be designated by the Corporation.

All employees working a Continuous Work Schedule will receive two (2) rest periods, one each in the first and second half of the shift. The first shall be ten (10) minutes, and the second shall be fifteen (15) minutes

## **CLEAN-UP PERIOD**

70. A five (5) minute warning bell will ring prior to the quitting bell, notifying employees of the wash-up and clean-up period. The five (5) minute period before quitting can be used to wash up providing the work area and machines are clean. However, employees must return to their work stations prior to the quitting bell.

## **INVENTORY**

71. Employees may volunteer in line with seniority for inventory during the one (1) week period after the Union has been notified of inventory. If not enough employees volunteer, employees with the least seniority shall be scheduled to work. For those employees scheduled to work, inventory shall be a regular work day. The Corporation will inform the Union of the number of employees needed for inventory three (3) weeks in advance. Pre-inventory overtime assignments in a superintendent's area will be taken from that superintendent's inventory list by seniority.

## **REPRESENTATION**

72. The employees of the Corporation have the right to be represented by a Union shop committee, hereinafter called the Union Shop Committee, which shall consist of the President, Vice

President, Recording Secretary, Financial Secretary, and the Chief Steward.

73. In addition to the Union Shop Committee, the employees shall be represented by a district steward and zone committeeperson system.
- (a) In the ratio not to exceed one district steward for each one hundred (100) employees, the plant will be allocated by the Union Shop Committee so that, insofar as practical, each district shall contain approximately one hundred (100) employees. Each steward shall have a definitely defined district. The members of the Union in each such district shall select a steward who is working in that district. One steward will be allowed on the first shift to represent maintenance not included in the steward ratio. At no time will the number of Stewards be reduced below four (4) to represent the plant. There will be one steward for each crew on Continuous Work Schedule not included in the steward ratio.
  - (b) There will be no less than two (2) zone committeeperson on the first shift. The plants will be zoned by the Union Shop Committee. There will be no less than one (1) zone committeeperson on each of the second and third shifts.
74. Employment of the district stewards:
- (a) Stewards shall work at their regular work during the first hour of their respective shifts.
  - (b) It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employee and management.
  - (c) Stewards, when called to investigate a grievance or for other representation functions, must inform their supervisor where they are going and why and clock out on the "Grievance Time Card" before leaving their job and clock in on their return. The stewards must carry the "Grievance Time Card" with them when away from their jobs hereunder. In the absence of the steward, the committeeperson shall be called.

- (d) The Corporation will pay stewards for lost working hours as follows: Four (4) hours per week per steward. This will be the total combined amount of time which may be used in any week by stewards for the purpose of adjusting grievances, meeting with management, and handling other legitimate representation functions.
  - (e) This total time will constitute a reservoir for the total plant and will be drawn upon during each week. The Union will be notified of total clock-out time on a weekly basis.
  - (f) Employment of zone committeeperson:
    - (1) Zone committeeperson shall work at their regular work during the first hour of their respective shift.
    - (2) Zone committeeperson must carry the "Grievance Time Card" with them when away from their jobs and must inform their supervisor where they are going and why and clock out on the "Grievance Time Card" before leaving their job and clock in on their return.
    - (3) The Corporation will pay zone committeepersons for lost working hours as follows: Six (6) hours per week per committeeperson. This will be the total combined amount of time which may be used in any week by committeepersons for the purpose of adjusting grievances, meeting with management, and handling other legitimate representation functions.
75. As per the above stewards ratio and for the purpose of disposition of grievances, the departments of the plant of the Corporation will be divided into stewards' districts as the need arises. These districts will be periodically subject to revision should ratio warrant it.
76. It is mutually agreed that the Union Representatives appointed or elected and representing a specified district must be employed in that respective district. Union Representatives shall not be transferred from their respective districts unless in agreement by both the Corporation and the Union Shop Committee.
77. Stewards shall be elected in any manner determined by the Union and must have attained seniority with the Corporation in

order to be eligible to serve as such.

78. The Corporation shall recognize such Union Representatives as are provided for in this Agreement and as are certified to it in writing by the Union promptly after their election or appointment to office.

The Union will submit to the Personnel Department such a list every six (6) months.

### **GRIEVANCE PROCEDURE**

79. Step 1. Any employee having a problem in connection with their work may see the foreman and attempt to settle the problem or see the foreman and request representation for the purpose of settling a problem.
- (a) The foreman within a reasonable amount of time will send for the steward without further discussion of the problem.
  - (b) Upon arrival of the steward, the employee will restate their problem in the presence of the steward and the foreman. If it is then requested, the steward and the employee may discuss the problem privately on the job.
  - (c) If the grievance is not resolved, it may then be reduced to writing on the form provided for that purpose and signed by the employee and the steward.
  - (d) The steward will submit the three appropriate copies to the foreman whose written answer will be returned to the steward within one working day. This time may be extended by mutual agreement.
  - (e) Grievances must be handled promptly within seven (7) work days after the wrong complained of was supposed to have happened or started to exist.
80. Step 2. If the grievance is not satisfactorily resolved at Step 1, the steward within ten (10) working days of receipt of the foreman's answer, will deliver the grievance to the zone committeeperson where the grievance will be placed in Step 2. The zone committeeperson may then attempt to adjust the grievance with the designated Company representative who shall investigate

and make his decision in writing within two (2) working days after it is submitted to him and shall sign same and give three (3) copies of the grievance to the zone committeeperson. The zone committeeperson shall return two (2) copies of the grievance to the chief steward who will submit one copy to Labor Relations, providing the grievance is settled satisfactorily.

If the grievance is not settled in this step, the zone committeeperson shall give it to the chief steward, who shall investigate the grievance and if he is of the opinion that the grievance has not been satisfactorily answered, Step 3 shall follow.

81. Step 3. The Union Shop Committee may then present the grievance and attempt to adjust it with the Corporation at the next meeting between the Corporation and the Union Shop Committee. At this meeting, the Union Shop Committee will present the grievance and the facts their investigation has disclosed. The employee(s) involved may be called in by the mutual consent of the committee and the corporation. At any such meeting, the Union shall be entitled to call in the steward and the committeeperson who processed the grievance. The Corporation will give its answer within two (2) working days unless the time is mutually extended. If the grievance is not settled in this step, then Step 4 shall follow.
82. Step 4. A meeting of the Union Shop Committee, the Corporation, and a representative of the International Union shall then be held at the request of either the Corporation or Union at which time the grievance will be reviewed, discussed, and an attempt made to settle it. The Corporation will give its decision to the Union by letter no later than two (2) working days.
83. A list of grievances which the Union wishes to advance to the third and fourth step will be presented by letter to the Labor Relations Department.
84. Any grievance that is not advanced to the succeeding step of the grievance procedure within ten (10) working days after an answer has been given by the Corporation shall be considered as settled on the basis of the last answer.
85. A list of grievances which the Union wishes to be heard at the third and fourth step will be presented by letter to the Labor

Relations Department at least two (2) days prior to each meeting.

86. Stewards, Committeepersons, and the Union Shop Committee and Management at its respective levels have the right, and should make every effort, to resolve grievances. Only those responsible shall discuss a grievance at each step; however, the steward may seek counsel from their committeeperson. If the committeeperson is absent from the plant, the steward may seek counsel from the Chief Steward, and if the Chief Steward is absent from the plant, the steward may seek counsel from the President of the Union or in their absence, the steward may seek counsel from the Union Shop Committee.

### **GRIEVANCE PROCEDURE-DISCHARGE**

87. The Corporation may discharge an employee for proper cause. Any seniority employee who has been indefinitely suspended or been discharged will be told the reason and will have the right to discuss their case with their Union steward or other Union representatives in a private office before being required to leave the Corporation premises. If the employee refuses such Union representation, the Union will be notified within twenty-four (24) hours of the suspension or discharge. When an employee has been indefinitely suspended, the Corporation will notify the Union by the end of the fifth day of its decision. If the seniority employee has a grievance concerning their discharge, the grievance shall be handled in the following manner:
- (a) If the employee believes the discharge is unjust, they may file a grievance within the first five (5) working days following the discharge, and countersigned by the steward or other Union representative. This grievance will be immediately submitted to the 4th step of the Grievance Procedure.
  - (b) A 4th step meeting of the Union Shop Committee and representatives of the Corporation shall be held within the first five (5) working days after the filing of the grievance for the purpose of considering it. A representative of the International Union may attend this meeting.
  - (c) Providing the Corporation complies with Paragraph 87, the discharge will stand if the steward or other Union representative does not file a grievance within the time specified

in Paragraph (a) of this section. If the employee is found to be improperly discharged, they shall be reinstated; or upon such hearing is not found to have been improperly discharged, they shall be reinstated; or upon such hearing is not found to have been improperly discharged, the discharge shall stand. The back pay of any employee discharged and reinstated, shall in no case exceed thirty (30) working days immediately after the discharge. The thirty (30) work days are not applicable if the grievance is submitted to arbitration.

## **ARBITRATION**

88. Any grievance remaining unsettled after the last step in the grievance procedure shall be submitted to arbitration within thirty (30) calendar days after the Corporation's decision in the last step upon the written request of either party given to the other. A grievance not submitted to arbitration within the thirty (30) calendar day period shall be considered as settled on the basis of the Corporation's last answer.
89. Within ten (10) days after the request for arbitration is received by the opposite party, the Corporation and the Union shall choose, by mutual agreement, a sole arbitrator. If the Corporation and the Union cannot agree, the arbitrator shall be appointed by the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on the parties hereto and all employees concerned. The services and expenses of the arbitrator shall be borne equally by the Corporation and the Union.
90. An arbitrator shall not have the right to change any of the terms of this Agreement, or to establish any wage rates for new job classifications, or to decide the issue of whether or not there are "abnormally dangerous health and safety conditions" to the employees in the plant. The parties may mutually agree to submit to an arbitrator and authorize the arbitrator to have the right to decide the above items which have been excluded from their jurisdiction.

## **SENIORITY**

91. (a) Seniority shall be defined as the length of continuous service since the employee's last date of hire except as other-

wise provided in Paragraph 109 and 110 of this Agreement. Service credits or credited service are attained from the last date of hire for those periods during which an employee is actually at work. Employee will receive service credits for earned holidays and vacation, only as it applies under the Preferential Hiring Section. A new employee, after having been employed for 90 calendar days, shall be entitled to seniority and to their automatic increase on the 91st day. There will be no seniority for such probationary employee, and their employment may be terminated for any reason. However, if the employee is terminated before they have completed their probationary period and is rehired within 30 days, they will only be required to work the remainder of their probationary period plus an additional 30 working days to obtain seniority back to their original date of hire. No grievance will be processed in connection with such termination or layoff except failure to make wage payment on contractual terms or discrimination due to race, color, religion, sex, age, or national origin.

- (b) Any employee who has been incapacitated at their regular work by injury or compensable occupational disease while employed by the Corporation, will be employed in other work on a job that is open in the plant, which they can do by seniority and within their restrictions. Any employee as described above may be placed or retained on a job they can do without regard to seniority rules providing an agreement is signed by the Company and the Union Shop Committee.
- (1) In compliance of Paragraph 91(b) of the Agreement, the Company will inform the Union of those returning from leave and provide the Union with documentation of the employee's restrictions, the date, and job to which the employee is being returned, the length of time the employee will be on such job (up to ninety (90) days, which may be extended by mutual agreement between the Company and Union).
- (2) Any such employee will be allowed to work scheduled overtime on the job to which they are assigned as long as it fits within their restrictions. They may bid, provided the posted job is within their work-related restrictions. A restricted person shall not be able to be on the voluntary overtime list.

92. An up-to-date copy of the present seniority list shall be furnished to the Union.

Each ninety (90) days new up-to-date lists shall be compiled and submitted to the Union for the life of this Agreement. The Corporation may rely and act upon such seniority lists unless the Union advises the Corporation of any errors therein within ten (10) days after delivery of the lists to the Union.

93. Members of the Union Shop Committee and committeeperson, if applicable, during their terms of office shall have seniority and classification preference over all other employees on the seniority list at time of layoff, recall, and leave of absences. Shop stewards, during their terms of office, shall have seniority and classification preference in their respective districts at time of layoff, recall, and leave of absences as outlined in this agreement. This seniority will apply, providing they have the ability to do the job. Upon expiration of their terms of office, members of the Union Shop Committee, committeeperson, if applicable, and stewards will be returned to their regular positions on the seniority list.
94. Bargaining unit employees will be on the seniority list according to plant-wide seniority. Employees on the seniority list will remain on this list until they retire, quit, or are otherwise terminated.
95. In conjunction with Tier II progression to Tier I of the Collective Bargaining Agreement, this paragraph applies to the second tier employees which have successfully bid and qualified on a non-interchangeable classification which has first tier wage rate only. If these employees are removed out of this classification due to a reduction in production or job combination, these employees will remain at the appropriate wage rate found in Exhibit A of the contract for the job that they are performing.

However, if these employees are removed because of disqualification, bidding, or medical reasons, and they do not have seniority by the progression, the above will not be applicable. At that time, the only way to move into Tier 1 would be by bid or by progression.

## LOSS OF SENIORITY

96. An employee shall lose their seniority, and their name shall be removed from the Corporation's payroll in any of the following events:
- (a) If they quit.
  - (b) If they are discharged for proper cause.
  - (c) If they are absent for three (3) consecutive working days without having notified the Personnel Office by telephone or written communication.
  - (d) If they are laid off for thirty (30) consecutive months. However, if the employee's seniority exceeds thirty (30) months at their time of layoff, they shall not lose seniority until they are laid off for a continuous period equal to their seniority acquired by them at the time of their layoff. Employees with five (5) or more year's seniority at the time of layoff lose seniority if they are laid off in excess of five (5) consecutive years.
  - (e) If they shall give false reason for obtaining a leave of absence.
  - (f) If they work elsewhere while on leave unless they are receiving no income from either workers' compensation or sick leave.
  - (g) If they shall not report for work immediately upon the expiration of a leave of absence unless they present a reason acceptable and mutually agreeable to the Corporation and the Union Shop Committee for not doing so.
  - (h) If they are retired under the pension plan and agreement between the Corporation and Union.
  - (i) Employees transferred out of the bargaining unit will forfeit all seniority rights after six (6) months from the date they left the bargaining unit, and if they return after that period, they will be considered new employees.
  - (j) If they are returned to the bargaining unit during this six (6)

month period, they will be reinstated with full seniority benefits. They will be placed on an open job in the classification. If no job is available, they will be placed on a job in the same rate of pay.

- (k) An employee absent for eight (8) or more consecutive days without having requested and received a leave of absence shall forfeit all seniority rights.
  
- (l) An employee shall lose their seniority, and their name shall be removed from the Corporation's payroll if they are laid off and when recalled to work fail to answer said notice is received or returned. However, if an employee who does not answer said notice or report to work within such time limits presents within ten (10) working days after such notice is received or returned a reason acceptable and mutually agreeable to the Corporation and the Union Shop Committee for not doing so, their seniority will be restored, and they will again be recalled to work for the first available job opening. Notices and requests of the Corporation recalling employees to work shall be by certified mail with return receipt addressed to the employee at the last address furnished to the Corporation by the employee.
  
- (m) An employee will be removed from the rolls if they have been on a sick leave for thirty (30) consecutive months. However, if the employee's seniority exceeds thirty (30) months at the time of the leave, their name shall not be removed until they are off for a continuous period equal to their seniority acquired by them at the time of their leave.

Employees with five (5) or more year's seniority at the time of their leave shall have their name removed if they are off in excess of five (5) consecutive years.

### **LEAVES OF ABSENCE**

- 97. Any seniority employee who is unable to work because of injury, illness, or maternity, and who furnishes satisfactory evidence thereof, will be granted an automatic leave of absence covering the period of continuing disability. Any seniority employee who requests a Family Medical Leave, and who furnishes satisfactory

evidence thereof, will be granted an automatic leave of absence. Such employee will accumulate seniority during such sick or Family Medical leave. The Corporation may request a current medical statement attesting to such continuation of disability and shall be furnished such statement within eight (8) calendar days after request. The Corporation may request a statement every thirty (30) calendar days.

98. An employee being granted a leave under this clause will receive holiday pay for only those holidays occurring during the first thirty (30) calendar days of the leave.
99. Any employee requesting a leave due to their not being able to perform the job may be required by the Corporation to submit to a physical examination to determine whether the employee must take a leave of absence for their safety and to determine when the employee in fact will return to work. In the event the employee's physician and the Corporation's physician substantially disagree over whether the employee in question should or should not work, a third neutral physician will be selected by the other two physicians. The employee, the Union, and the Corporation will be bound by the neutral physician's opinion on whether the employee should or should not be working.
100. Leaves of Absence may be granted to employees for full-time Union work and seniority shall accumulate during such leaves. Such leaves will be granted only when requested in writing to the Corporation by the International Union. Authorized delegates to Union activities shall be granted a leave of absence on their request for, not to exceed fifteen (15) days to enable them to attend. They shall accumulate seniority during such leaves and upon the expiration of their terms or missions; they shall report back to the Corporation within two (2) weeks thereof and shall be reinstated on their job in line with their seniority.
101. If an employee wishes a leave of absence for personal reasons, they are required to notify their foreman and obtain the Corporation's permission. A request for a leave of more than ten (10) work days must be put in writing by the employee. Leaves of absence for forty-five (45) days or less may be granted by the Corporation with accumulated seniority, but any leave of absence or extension thereof of more than forty-five (45) days must be by mutual agreement of the Corporation and the Union

Shop Committee in order to accumulate seniority. A leave of absence of more than two (2) weeks shall be in writing.

102. Any employee, either on sick leave or personal leave of absence, may return to work anytime during such leave upon two (2) days written notice to the Corporation.

### **LEAVES OF ABSENCE-VACANCY**

103. When an employee returns from a medical, personal, industrial, or family medical leave of absence, they will return to the job held prior to leaving. If it is determined that leave will exceed 180 days, the Company has the right to bid the position, as a "leave of absence (LOA)" position. If/when the employee returns from leave, the employee awarded this bid will be placed on an open job in the classification. If no job is available within the classification, they will be placed on a job, in line with seniority, at the same rate of pay.

### **BASIC JOB CLASSIFICATION**

104. The employees' basic job classifications at the effective date of this Agreement shall be their basic classification.
105. An employee's basic job classification will change when:
- (a) They successfully obtain a different job through the bidding procedure.
  - (b) They have been downgraded.
  - (c) They have been permanently transferred for medical reasons.
  - (d) Seniority employees are assigned permanent jobs before probationary employees are considered.
  - (e) The Chief Steward will be notified in writing of all permanent transfers.
106. Employees working on jobs other than their basic classification during periods of layoff or job reassignment will be transferred back to their basic classification when there is a vacancy and they have the seniority.

107. When an employee's work is unsatisfactory, he may be demoted by downgrading or be discharged. The Corporation will not use demotion as a disciplinary measure.
108. Placing an employee within the same job classification shall be at the discretion of management, providing no move is made discriminatory or arbitrarily. Any arbitrary or discriminated exercise of this right of the supervisor may be brought to the attention of the Labor Relations Department by the President of the Union for an immediate remedy.

### **LAYOFF PROCEDURE**

109. When it becomes necessary to lay off employees or recall laid-off employees, such layoffs and recalls shall be on a plant-wide seniority basis except for the protected classifications of:

#### **Protected Classifications**

Toolmaker Lead Person  
Toolmaker  
Maintenance Specialist  
Machine Repairman  
Electrician  
Boiler Operator  
Group Leader  
PED Coordinator Assy Specialist  
Unit Return Material Handler  
Specialty Unit Mech/Electrical Assy  
Product Support/Maintenance Processing  
Coordinator Machining A  
Coordinator Machining Gage Operator  
Coordinator Machining  
Coordinator Assembler A  
Coordinator Export Pack  
Certified Brazier  
Coordinator Product Support/Maintenance  
Coordinator Product Support/Product Eval  
Coordinator Product Support RMA  
Material Handler  
Unit Tubing Machine Operator  
PED Coordinator Assembly  
Unit Plant Specialty Operator  
Unit Quality Inspector

These classifications shall have seniority herein, and shall have plant-wide seniority in layoff transfers as provided for in this Agreement. Probationary employees shall be the first to be laid off in case of reduction of force. The Corporation will attempt to notify the Union Shop Committee and affected employees one week prior to the layoff but no less than the day prior to the last day they work.

110. When a reduction in the work force is made, employees will be laid off on a plant-wide seniority basis. Employees designated for layoff will have the right to displace the least senior employee in the unprotected classifications as listed below giving due consideration to the employee's capability to perform the work:

**Unprotected Classifications**

Coordinator Assembly  
Coordinator Assembly Expediter  
Unit Assembler  
Janitor

Employees retained may be transferred by the Corporation to other job classifications, and management shall offer the most senior employees the opportunity to be transferred to the classification nearest their own rate if they have the ability to do the available jobs. No employee shall have the right to a job classification of a higher rate than their current basic classification at the time of layoff.

111. An employee who is transferred to another job classification in accordance with Paragraph 110, or who on recall is put back to work in a classification other than their basic classification, or who is downgraded, shall be transferred back to their basic job classification when there is a vacancy and they have the seniority. Such transfer back to basic job classifications shall be made before the job is open for bidding.
112. No vacancy in a basic job classification shall exist until all employees whose basic job classification is in such classification and were transferred or laid off from such job classification have been transferred back or recalled to such classification. In such cases, temporary transfers may be made by the Corporation under Paragraph 120 of this Agreement for more than two (2) weeks if necessary. In long layoffs, the Corporation and the Union Shop Committee may mutually reinstate the two (2) week Temporary Transfer Paragraph and Job Bidding Paragraph.

113. When employees are laid off in accordance with these layoff procedures, seniority will be exercised in the affected classifications as follows:
- (a) A senior employee who loses their job during time of plant layoff will be placed on an available job in their classification on their shift.
  - (b) The employees being retained will be the most senior in the basic classification on their shift.
  - (c) The least senior employees being retained in the classification will then be placed on the available jobs in the classification on other shifts.
  - (d) If there are no openings, the least senior employees in the affected classification will be placed on other available jobs in line with seniority.
  - (e) Employees in the affected classification(s) may elect to volunteer for a layoff. In the event that the number of employees who volunteer to take a layoff exceeds the total number of employees to be laid off plant wide, then seniority in the affected classification(s) will be recognized. Paragraph (e) will apply to all job classifications except those protected classifications listed in Paragraph 109 of this Agreement.
114. When an employee is called back from layoff, they will exercise their seniority on a plant-wide basis in reverse order.
- (a) Any employee who feels that they have been permanently laid off, or not recalled, and which has been out of line of seniority under the terms of this Agreement shall file a grievance within one (1) week in order to receive back pay from the date of layoff. If a grievance is filed later than one (1) week from the time an employee knew they were laid off or not recalled properly, then the retroactive pay will be effective from the day the grievance is filed. A grievance hereunder shall not be considered to exist at the end of six (6) months from the date of layoff. The Union will be furnished a copy of all permanent layoffs and recalls, including the name, seniority date, and Social Security number of those employees laid off and recalled.

## INTERNAL ADJUSTMENT

115. When it becomes necessary for the Corporation to have an internal adjustment, it will be handled in the following manner:
- (a) The affected employees will be transferred for two (2) weeks on available jobs, on their shift, if possible, with no loss of pay. This two (2) week period may be extended by mutual agreement between the Corporation and the Union Shop Committee.
  - (b) Thereafter, the affected employees will exercise their seniority in their classification on their shift and then other shifts.
  - (c) In returning employees to their basic job classification after an internal adjustment, the following procedure will be used:
    - (1) They will remain on the job to which they were displaced until their seniority entitles them to go back into their basic job classification.
    - (2) They will remain there until they have the seniority to go back to their shift in their basic job classification.
    - (3) They will remain there until their basic job opens up and then will return to that job.

## TEMPORARY LAYOFF

116. A temporary layoff for production adjustment purposes may be made in any group or line without regard to seniority and shall be limited to ten (10) days in any calendar year unless extended by mutual agreement. Half day layoffs will be counted, in half day increments, towards the total of ten (10) days.
117. A temporary layoff for such reasons as machine breakdown, lack of materials or parts, or causes beyond the Corporation's control may be made without regard to seniority and shall not exceed one (1) week's duration at a time. To avoid repeated temporary layoffs of the same employees in any group or line, the Corporation and the Union may agree to distribute a temporary layoff among employees in a group or line doing similar work.

118. If, in either of the above cases it is necessary to extend the duration of such temporary layoffs, Paragraph 109 shall be followed unless otherwise mutually agreed upon by the Corporation and the Union Shop Committee.
119. Paragraphs 113 and 114 shall not apply to the Union representatives as provided in this Agreement during periods of such temporary reductions, and they shall be retained on jobs in their respective districts provided they have the ability to perform any of the jobs operating within such district. Notice to Union representatives that they are to work shall be given by the same means and at the same time as the other employees to be retained are notified.

### **TEMPORARY TRANSFERS**

120. When it is necessary, an employee may be temporarily transferred by the Corporation from one classification to another without regard to seniority. Such temporary transfer shall not exceed two (2) weeks. However, in such temporary transfers, the employee must be paid their own rate, or the rate of the job, or whichever is higher. This two (2) week period may be extended by mutual agreement between the Corporation and the Union Shop Committee.

### **UTILITY OPERATOR**

121. The classification of utility operator will provide a resource of trained employees for the filling of temporary vacancies. The classification will be comprised of permanent employees who will be trained to operate and maintain key jobs in an area. Job openings of utility operators will be posted in accordance with the bidding procedure agreed to.
122. Under no circumstances will multiple transfers take place in an area if a utility operator is available in that area.

### **MULTIPLE OPERATIONS**

123. In the event of work involving multiple operations of the same or different job classifications, the most senior employee will be retained. The employee shall be paid the rate of pay for the highest classification on which they are working.

## BIDDING PROCEDURE

124. When a new or additional job is created or a vacancy occurs in a job classification, except the skilled trades classifications listed in Paragraph 109 of this Agreement, and the Corporation is going to fill such jobs, it shall be filled in the following manner:
125. The notice shall be posted simultaneously on all bulletin boards in the plant on Monday and taken down forty-eight (48) hours later. The notice shall specify the location, job classification, the rate of pay, the cost center, the shift, the job number, the supervisor's name, the line, the starting time, the reason the job is open, and a brief description of the job.
126. In any 12 month period, any seniority employee will be limited to four (4) bids, from the date of and including their first successful bid. For the purpose of this paragraph, a bid will be charged against the employee if the employee is actually awarded the bid, regardless if the employee accepts or refuses the bid.
127. An employee may have the option of placing five (5) bids with each having a designated preference on any posting. The bid they are successful on first is the one they will be offered.
128. The employee must apply for such job within the time specified above by depositing one (1) copy of a bid application for each job, fully made out, in boxes provided for that purpose.
129. The bid will be void if it contains inaccurate information, the employee fails to designate a bid choice, or the card contains duplicate information.
130. The employee(s) with the greatest seniority in the plant who so applies will be placed upon such job within six (6) working days from the date of the successful bid. An employee will have up to six (6) working days from the date a foreman makes the request for the successful bidder to report to the job. If the employee is not available at the end of the 6th working day, then the foreman will go to the next bidder and follow the same procedure. This data will be maintained in the personnel office and will be provided to the Union upon request. The successful bidder will be given up to five (5) working days trial period (which trial period may be extended by mutual agreement between Company and Union Shop Committee) under normal supervision and instruc-

tions. If satisfactory to the Corporation, they will be transferred no later than the sixth (6th) working day to the new classification and pay rate.

131. An employee not qualifying because of excessive scrap, inability to operate machinery and equipment safely, or if they decide they cannot handle the job, will be taken off the job before the end of the fifth (5th) day trial period and placed back on the job they had prior to bidding.
132. If there are no bidders, or after all bidders for a job have been exhausted, the Corporation may fill the job without regard to seniority.
133. A probationary employee will not be allowed to bid until they have attained seniority.
134. A vacancy hereunder may be created by an employee who successfully completes his trial period. New and retiree jobs will be posted in the plant and awarded to the most senior who qualifies.
135. In no event shall Paragraph 124 apply to promotions to jobs in the classification of employees which are excluded from the bargaining unit under Paragraph 3 of this Agreement.
136. A written copy of permanent transfers shall be given to the Union office as they occur.

**BIDDING PROCEDURE FOR COORDINATOR ASSEMBLY, COORDINATOR ASSEMBLY EXPEDITER, COORDINATOR MACHINING, COORDINATOR PRODUCT SUPPORT MAINT, COORDINATOR PRODUCT SUPPORT EVAL, COORDINATOR PRODUCT SUPPORT RMA, MATERIAL HANDLER, UNIT RETURN MATERIAL HANDLER**

137. Openings in the above classifications will be filled through the regular bidding procedure with the exception of the trial period which will be up to thirty (30) days. If satisfactory to the Corporation, the employee's classification will be changed on the 31st day. Their rate of pay will be retroactive to the sixth work day. If in the Company's opinion, the employee proves to be unsatisfactory, they will return to their previous classification and job.

**UNIT PLANT SPECIALTY OPERATOR, UNIT TUBING  
MACHINE OPERATOR, COORDINATOR MACHINING A, PED  
COORDINATOR ASSEMBLY, COORDINATOR MACHINING  
- GAUGE OPERATOR, , SPECIALTY UNIT MECHANICAL  
ELECTRICAL ASSEMBLER, PRODUCT SUPPORT -  
MAINTENANCE PROCESSING, CERTIFIED BRAZIER,  
COORDINATOR EXPORT PACK, PED COORDINATOR  
ASSEMBLY SPECIALIST, COORDINATOR ASSEMBLY A**

138. When a new or additional job or a vacancy occurs in the above classifications, they shall be filled in the following manner: Notice of job openings will be posted on all bulletin boards for forty-eight (48) hours. The notice shall specify job classification, job rate of pay, the cost center, the shift, supervisor, and starting time. Selection will be on the basis of seniority, employee's work record, history, and qualifications. Approved candidates will be placed in the classification within six (6) working days and will be given up to a sixty (60) day trial period unless the employee holds the same basic classification, then they will be given a thirty (30) day trial period, under normal supervision, training, and instructions. The employee's starting rate will be their current rate of pay. On the twenty-first (21st) day, the employee will receive 60% of the difference between their rate and the job rate. If satisfactory to the Corporation, they will be transferred no later than the sixty-first (61st) day to the new classification and pay rate.
139. An employee not qualifying because of excessive scrap, inability to operate machinery and equipment, safely, will be taken off the job before the end of the sixty-day trial period and placed back on the job they had prior to bidding.

**BIDDING PROCEDURE FOR  
GROUPLADER, UNIT QUALITY INSPECTOR**

140. Whenever a new or an additional job becomes available in the above classifications, the Company will post a notice on all bulletin boards for forty-eight (48) hours. Selection will be on the basis of seniority and qualifications. The employee relations office will review the bid applications in order of seniority based on the employee's work record, history, and qualifications. The employee will be given up to a sixty (60) day trial period. If satisfactory to the Corporation, the employee will be transferred to

the new classification and rate of pay no later than the sixty-first (61st) day. The employee's starting rate will be their current rate of pay. On the twenty-first (21st) day, the employee will receive 60% of the difference between their rate and the job rate. An employee not qualifying because of their inability to learn the required skills will be taken off the job before the end of the sixty (60) day trial period and assigned to their basic classification and shift, seniority permitting. If no job is available in their previous classification and shift, they will be placed on an open job in the rate of pay and shift where possible.

141. Whenever there is a reduction in the above classifications, the employees affected will have the following options:

(1) May displace the junior employee in the classification. Whenever an employee exercises his seniority right to displace a junior employee, the displacing employee must be able to satisfactorily perform the work without training.

(2) May elect to waive their seniority rights to displace the junior employee and be assigned an available open job out of the classification and remain in that position until their job becomes available. In the event that a job becomes available other than their basic job and it is not a retiree job, the employee will have a right to withdraw their waiver and accept the job. All other job openings will be posted in accordance with the contract.

142. An employee not qualifying because of excessive scrap, inability to operate machinery and equipment, safely, will be taken off the job before the end of the trial period and placed back on the job they had prior to bidding.

### HOURS AND OVERTIME

143. The normal shifts are as follows:

First Shift	6:30 a.m. to 3:00 p.m.
Second Shift	3:00 p.m. to 11:30 p.m.
Third Shift	10:30 p.m. to 7:00 a.m.

144. Three shift starting and quitting times are as follows:

First Shift	7:00 a.m. to 3:00 p.m.
Second Shift	3:00 p.m. to 11:00 p.m.
Third Shift	11:00 p.m. to 7:00 a.m.

145. This paragraph is not intended to change any present practice where two (2) shift operations are in effect. However, where it is not possible or practical on certain designated three-shift operations to establish schedules of eight (8) hours of work each shift, work shifts will be established on a basis of arrangements for a lunch period not to exceed fifteen (15) minutes being provided during the shift without loss of pay.
146. Except as otherwise provided herein, the regular work day shall be eight (8) hours, and the regular work week forty (40) hours, but this shall not in any event be construed as a guarantee of employment. However, it is recognized that the nature of the business requires overtime work assignments. In many instances overtime must be worked during certain times of the year in order to meet and satisfy fluctuations in customer demand for Copeland Brand products. Therefore, in cases where more than forty (40) hours per work week are needed to satisfy customer demands, overtime will be scheduled five (5) days in advance. (Except for special circumstances such as machine break down, parts shortage, power failure, or quality issues. In such instances the company will notify the union no later than noon on the third day prior to working the scheduled overtime) when going to the following overtime schedule:
- (a) All bargaining unit employees may be required to work a maximum of fifty-four (54) hours a week, Monday through Saturday, but no more than nine (9) hours per day.
  - (b) The following Saturdays will not be scheduled to work: Saturday after Good Friday, Saturday before Memorial Day, first Saturday in July, Saturday before Labor Day, and the Saturday before and after the Thanksgiving holiday. The plant, line, or area can work three (3) consecutive Saturdays with one (1) Saturday off. When Saturdays are scheduled and not cancelled by Wednesday, it will be counted as a consecutive Saturday worked. Sunday overtime will continue to be scheduled and worked on a voluntary basis, and current rates will apply.
  - (c) If employees are not on above scheduled overtime, then Saturday and Sunday overtime will continue to be scheduled and worked on a voluntary basis and current rates will apply.

An individual employee's personal problems in working the foregoing overtime schedule will be given careful consideration

- and their individual needs will be recognized. The individual employee's request to be excused for the overtime schedule, when made a reasonable period of time in advance, will receive every possible consideration. When the employee's request is granted, they will be notified as far in advance as possible, so that the employee can make their personal plans accordingly.
147. Time and one-half an employee's regular hourly rate shall be paid for the first four (4) hours worked by him in excess of eight (8) hours in any work day and for the time worked on Saturdays.
  148. Double time shall be paid for all time worked by an employee over twelve (12) hours in any one work day and for all time worked on Sundays or holidays. In addition, the employee shall receive his normal holiday pay, as specified in Paragraph 173.
  149. The regular work week shall start when the day shift is scheduled to report for work on Monday morning, except third shift employees. The regular work day shall start when the day shift is scheduled to report for work in the morning. The starting time of a shift shall determine the rate of pay applicable to all regular hours of such shift.
  150. Employees will only receive bonuses for the shift they are scheduled. The normal shift starting times different from those set out in this Agreement may be established by the Corporation after first notifying the Union five (5) days in advance.
  151. The allowance of an overtime premium for any hour excludes that hour from consideration for overtime on any other basis, thus eliminating any double overtime payment.
  152. Overtime work will be divided as nearly equal as is reasonable among those employees who regularly work on the job, then the work involved. Supervision shall keep accurate records of overtime worked and such records shall be open for inspection by the steward involved.
  153. During the period of overtime, if ten (10) or more employees are working in any district established under this Agreement, and if the steward can satisfactorily perform any of the work that is operating within the district, the steward shall be offered an opportunity to work. Notice to the steward that they are to work shall be given by the same means and at the same time as the

other employees to be worked are notified. The steward and the foreman shall be limited to handling grievances or disputes occurring during such overtime periods.

154. In January of each year, the foreman along with the steward shall approach each employee in his area asking whether they wish to have their name placed on a list of those who want to work more than the required hours per day or week as defined above for the appropriate area. An updated copy of this list will be posted weekly in each area by the foreman.
155. An employee can place their name on the volunteer overtime list on the first Monday of each month. When adding their name on the list, they must notify both their foreman and steward. Their name will be added on the list by seniority and charged with the highest amount of hours on the list at the time of request.
156. If an employee's job is scheduled for more than the required hours per day or week as defined above for the appropriate area, overtime will be worked by the employee who normally operates the job on a day-to-day basis. If the employee is absent or goes home early, the employee used to fill the job from the lunch break to the end of the regular shift will be offered the job on overtime. Overtime being worked on an employee's job on the weekend will be scheduled and offered on Thursday of that week where possible. If the regular operator is absent Thursday and Friday, the overtime assignment will be offered to the employee working the job on Friday.

On any volunteer overtime opportunity on the employee's own job, the volunteer overtime will first be offered to the employee who regularly performs the job on a day-to-day basis.

If employee cannot work such volunteer overtime, the foreman will select the employees from the volunteer overtime list with the lowest amount of hours without regard to classification. If the foreman exhausts his list, he will select employees from his superintendent's utility operator volunteer overtime list by low hours and then from the volunteer overtime lists of other foremen by low hours and without regard to classifications. The foreman will notify the Union steward of those working overtime. At this time, the steward will be afforded the opportunity to go over the foreman's selections and bring any possible errors to the foreman's attention. If an error is discovered later, the employee

will be offered the next voluntary overtime in the area. Those employees from these volunteer overtime lists who refuse overtime will be charged with the hours offered.

157. If an employee places their name on the volunteer overtime list and their job does not run overtime, the Corporation has the right to reassign them to another job within their own classification or within their department or another department.
158. If an employee who has placed their name on the volunteer overtime list transfers to another cost center, they may have their name immediately placed on the overtime list if they want to work more than the required hours per day or week as defined above for the appropriate area. Their name will be added on the list by seniority and they will be charged with the highest number of hours of any employee on that volunteer overtime list.
159. A probationary employee will not work more than the required hours per day or week as defined above for the appropriate area until the seniority employees who are available and qualified to do the work without training on that foreman's volunteer overtime list working the shift have been offered the overtime.
160. Employees selected from the volunteer overtime list must be able to do the job without training and merely upon receiving simple instructions. However, before an employee is disqualified for this reason, the foreman will be required to discuss his actions with the employee involved.
161. Three refusals within thirty (30) work days will result in removal from the volunteer overtime list for thirty (30) work days.
162. Employees who are scheduled to report before their regular shift starting time or are called in early, Monday through Friday, either will be given the opportunity to work their full shift or, if sent home before their normal quitting time, will be paid overtime for the early hours.

#### **HOURS AND OVERTIME CWS SCROLL**

163. When the Company determines a maximum capacity production schedule is required in Plant 8, machining employees will be on a continuous work schedule. Normal shifts shall consist of



When the period of less than full production lasts for an extended time, schedule switching will be implemented in order to balance schedules between shifts as near equal as is possible.

When the Company determines a less than full capacity production schedule (120 hours per week base) in Plant 8 machining is required, the following schedule can be implemented on both shifts:

E.	M	T	W	T	F	S	S
WK 1	12	12	--	12	12	--	--
WK 2	12	12	12	--	--	--	--
WK 3	--	--	12	12	12	--	--

### HOURS AND OVERTIME CWS SCROLL MAINTENANCE

164. In Plant 8 maintenance, employees will be on a continuous work schedule. Normal shifts shall consist of twelve (12) hours per day, including either a 30 minute unpaid lunch period or a fifteen (15) minute paid lunch period. The 30 minute unpaid lunch will be considered as time worked for calculating overtime pay. The day shifts will begin at 6 a.m. and end at 6 p.m. The night shift shall begin at 6 p.m. and end at 6 a.m. The employee will be scheduled forty-eight (48) hours. The schedule is shown below:

	M	T	W	T	F	S	S
WK 1	12	12	--	12	12	--	--
WK 2	--	12	12	--	--	12	12
WK 3	12	--	12	12	12	--	--

Additional scheduled hours (up to 12 hours) for maintenance employees shall be determined based on reverse seniority method to supplement hours required over and beyond the voluntary overtime participation. Hours worked from the voluntary list will be applied to the master scheduled overtime list. A master scheduled overtime list will be maintained weekly so that members are aware of their potential work schedules. On Saturday and Sunday, up to four (4) machine repairmen and three (3) electricians can be scheduled per shift per day. This includes volunteers

165. The following applies to all CWS schedules:

- A. In January of each year, each supervisor and area steward will ask each employee whether they want their name placed on a voluntary overtime equalization list of employees who want to work additional hours. An updated copy of this voluntary list will be posted weekly in each area by the supervisor. When an employee enters a CWS shift department, they will be charged with the highest number of hours on the voluntary overtime list in the department.
- B. Scheduled hours may flex (from 8 to 12 hours a day) based upon business conditions, but an average of at least forty (40) paid hours per week will be maintained per schedule cycle.
- C. Other schedules, different from the above, may be implemented as mutually agreed.
- D. Five (5) days' notice will be provided for schedule changes.
- E. The regular work week shall start on either Sunday or Monday depending on which schedule is implemented.
- F. Time and one-half will be paid for time worked:
  - Over 12 hours in a day;
  - Over 40 hours in a calendar week;
  - Over 36 hours in the "short" (36 hours) work week;
  - Over 8 hours on a calendar Saturday;
  - Over 8 hours on a calendar Sunday,
  - Over 8 hours on a calendar Friday on B and D Schedule in place of Sunday.
- G. Double time shall be paid for all time worked by an employee on the 6th and 7th consecutive day and for all time worked on holidays. In addition, the employee shall receive his normal holiday pay.
- H. Holidays will be paid under the current contract, except 12 hours will be paid if the employee's normal shift schedule falls on any one of the four holidays: Good Friday, Memorial Day, Independence Day, and Labor Day.

- I. A minimum of 8 hours must be worked (on the employee's day off) to constitute what is acceptable for double time for the 6th and 7th day. If employees are furloughed for reasons beyond their control, that day will count as the 8 hour minimum.
- J. CWS night shift premium shall be \$.30/hour.

### **OVERTIME PROCEDURE FOR GROUPLEADER, UNIT QUALITY INSPECTOR**

- 36. The Company will keep an overtime list for the above classifications by shift and by area. They will keep it posted where it can easily be viewed by employees in the above classifications. Listed will be the names and number of overtime hours that have been offered or worked by each employee by classification and shift and listed in descending order by seniority. This list will be maintained daily. The hours will be accumulated starting January 1 of each year and end on December 31 of each year. On December 31 of each year, the low employee in each classification's overtime list will be put at zero and the number of overtime hours they had will be subtracted from each employee on that list. When the employee who regularly performs a job is not available for overtime, the foreman will select the employee who has the lowest overtime hours on their appropriate overtime list. The foreman will notify the steward who has been selected for overtime.

Any employee who refuses overtime properly offered them will be charged the hours they could have worked regardless of the reason they refused.

The Company will notify employees who are needed for Saturday no later than Thursday where possible, and those needed for Sunday, no later than Friday where possible.

When it is necessary to make Sunday overtime assignments, the assignment will be offered to the employees who have accepted and worked the Saturday overtime assignment unless the employee has been excused by their foreman. When a new employee enters a classification within an area, they will be placed on the overtime list with the same number of hours as the high employee on that list.

## **OVERTIME PROCEDURE FOR JANITOR, UNIT RETURN MATERIAL HANDLER**

167. The Company will keep an overtime list for the above classifications by shift and keep it posted where it can be easily viewed by the employees in the above classifications. Listed will be the names and number of overtime hours that have been offered or worked by each employee by classification, shift, and listed in a descending order by seniority. This list will be maintained daily. The hours will accumulate starting January 1 of each year and end on December 31 of each year. On December 31 of each year, the low employees in each classification overtime list will be put at zero, and the number of overtime hours they had will be subtracted from each employee on that list. The foreman will select the employee who has the lowest overtime hours on the overtime list. The foreman will notify the Union steward of those working overtime.

Any employee who refuses overtime properly offered them will be charged for the hours they could have worked regardless of the reason they refused.

The Company will notify employees who are needed for Saturday no later than Thursday, where possible, and those needed for Sunday no later than Friday, where possible. When is necessary to make Sunday overtime assignments, the assignment will be offered to those employees who have accepted and who work the Saturday overtime assignment unless the employee has been excused by their foreman.

When a new employee enters the classification, they will be placed on the overtime list with the same number of hours as the high employee on that list.

## **OVERTIME PROCEDURE FOR MATERIAL HANDLER**

168. Two supervisors in the plant will each keep an overtime list for Material Handlers by shift and keep it posted where it can easily be viewed by the employees in that classification. Listed will be names and number of overtime hours that have been offered or worked by each employee in that classification and shift and listed in descending order by seniority. This listing will be maintained daily. The hours will accumulate starting January 1 of

each year and end on December 31 of each year. On December 31 of each year, the low employee on that classification's overtime list will be put at zero, and the number of overtime hours they had will be subtracted from each employee on that list. When the employee who regularly performs the job is not available for overtime, the supervisor will select the employee who has the lowest overtime hours on the overtime list. When one Material Handler Supervisor's list is exhausted, they will go to the other Material Handler Supervisor's overtime list. When this list is exhausted, they will go to the Superintendent's Utility Operator Overtime List. The Supervisor will notify the Steward who has been selected for overtime.

Any employee who refuses overtime properly offered them will be charged for the hours they could have worked regardless of the reason they refused.

The Company will notify employees who are needed for Saturday no later than Thursday, where possible, and those needed for Sunday no later than Friday, where possible. When it is necessary to make Sunday overtime assignments, the assignment will be offered to those employees who have accepted and who work the Saturday overtime assignment unless the employee has been excused by their foreman. When a new employee enters this classification in the supervisor's area, they will be charged on the overtime list with the same number of hours as the high employee on that list.

### **OVERTIME PROCEDURE FOR UNIT PLANT SPECIALTY OPERATOR**

69. The company will maintain an overtime list of the above classifications as outlined in the overtime distribution procedure. When a foreman in a superintendent's area exhausts their voluntary overtime list, they will offer the overtime to the above classifications with low hours from the superintendent's overtime list. All other overtime will be offered in accordance with the overtime procedure.

**OVERTIME PROCEDURE FOR COORDINATOR-MACHINING AND  
COORDINATOR-ASSEMBLY, COORDINATOR ASSEMBLY A,  
PED COORDINATOR ASSEMBLY, COORDINATORASSEMBLY  
EXPEDITOR, PRODUCT SUPPORT MAINTENANCE  
PROCESSING,COORDINATOR MACHINING A, COORDINATOR  
MACHINING GAUGEOPERATOR, COORDINATOR PRODUCT  
SUPPORT MAINTENANCE, COORDINATOR PRODUCT  
SUPPORT RMA, COORDINATOR PRODUCT SUPPORT  
PRODUCT EVALUATION, PED COORDINATOR ASSEMBLY  
SPECIALIST, COORDINATOR EXPORT PACK**

170. Overtime during the week will be handled as follows:

1. Ask the employee in the cost center.
2. Ask the same cost center employee in the same classification on previous and following shifts.
3. Ask low-hour employee on that SMT's voluntary overtime list in the same classification previous and following shifts.
4. Then go to SMT's voluntary overtime list in the same classification on the other shift.
5. Then go to SMT's voluntary overtime list of the other classifications on other shifts.

Overtime during the weekend will be handled as follows:

1. Ask employee in the cost center.
2. Ask employees on SMT's voluntary overtime list in the classifications on the shift.
3. Ask employees in the same classification on other SMT's voluntary overtime list on same shift.
4. Ask employees in the same classifications on previous and following shifts on the SMT's voluntary overtime list.
5. Go to the SMT's voluntary overtime list in different classification on the same shift.
6. Go to the SMT's voluntary overtime list for other shifts in different classification.

**OVERTIME PROCEDURE FOR  
UNIT TUBING MACHINE OPERATOR**

171. The supervisor will keep an overtime list for unit tubing machine operators by shift and keep it posted where it can easily be viewed by the employees in that classification. Listed will be

names and number of overtime hours that have been offered or worked by each employee in that classification and shift and listed in descending order by seniority. This listing will be maintained daily. The hours will accumulate starting January 1 of each year and end on December 31 of each year. On December 31 of each year, the low employee on that classification's overtime list will be put at zero, and the number of overtime hours they had will be subtracted from each employee on that list. When the employee who regularly performs the job is not available for overtime, the supervisor will select the employee who has the lowest overtime hours on the overtime list. When this list is exhausted, they will go to the Superintendent unit plant specialty operator's overtime list. The supervisor will notify the steward who has been selected for overtime.

Any employee who refuses overtime properly offered them will be charged for the hours they could have worked regardless of the reason they refused.

The Company will notify employees who are needed for Saturday no later than Thursday, where possible, and those needed for Sunday no later than Friday, where possible. When it is necessary to make Sunday overtime assignments, the assignment will be offered to those employees who have accepted and who work the Saturday overtime assignment unless the employee has been excused by their foreman. When a new employee enters this classification, they will be charged on the overtime list with the same number of hours as the high employee on that list.

## **DEATH IN FAMILY**

72. An hourly paid employee with continuity of service shall, in the event of death in their immediate family (see below) be paid up to three (3) eight (8) hour days for actual work missed immediately preceding or following the date of the funeral (excluding Saturdays, Sundays, and holidays). Payment shall be made at the employee's straight time rate (excluding shift or overtime premiums). Satisfactory proof of death and relationship must be submitted by the employee to the Personnel Department.

Employees working the Continuous Work Schedule shall receive pay for up to two (2) twelve (12) hour days when scheduled to work. An additional day without pay will be granted if requested.

### Immediate Family

Spouse	Child	Brother-In-Law
Father	Step-Child	Sister
Step-Father	Mother-In-Law	Sister-In-Law
Mother	Father-In-Law	Grandparents
Step-Mother	Brother	Grandchildren

### HOLIDAYS

173. Eight (8) hours straight-time pay without premium of any sort shall be paid to each employee who has attained seniority for each of the following holidays on which he performs no work: Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and a Christmas New Year period as follows:

#### HOLIDAY

2015	2016	2017	2018	2019	2020
24-Dec	26-Dec	25-Dec	24-Dec	24-Dec	24-Dec
25-Dec	27-Dec	26-Dec	25-Dec	25-Dec	25-Dec
28-Dec	28-Dec	27-Dec	26-Dec	26-Dec	28-Dec
29-Dec	29-Dec	28-Dec	27-Dec	27-Dec	29-Dec
30-Dec	30-Dec	28-Dec	28-Dec	30-Dec	30-Dec
31-Dec		1-Jan	31-Dec	31-Dec	31-Dec
1-Jan			1-Jan	1-Jan	1-Jan

174. When the holiday falls on a Saturday, the day will be observed on Friday; when the holiday falls on Sunday, it shall be observed on Monday and pay granted for that day
175. If the employee is absent either the scheduled work day before or after the holiday, such holiday pay will not be paid unless:
- (a) The employee received permission to be off from their foreman or can furnish a legitimate excuse for such absence.
  - (b) The employee is furloughed in accordance with Paragraph

116 or 117 of this Agreement, they will receive holiday pay provided they meet the requirements of Paragraph 173.

- (c) An employee who is granted a leave under Paragraph 97 will receive holiday pay for only those holidays occurring during the first thirty (30) calendar days of the leave. This will include an absence because of an industrial injury.
- (d) The holiday falls within an employee's vacation period, the employee shall receive the holiday pay.
- (e) An employee who receives holiday pay will not receive sickness and accident payment for that day.

### **VACATION POLICY**

- 76. Annual vacations with pay for the employees covered by this Agreement shall be as follows:
- 77. New employees with less than one (1) year seniority shall receive one-twelfth (1/12) of forty (40) hours pay beginning with the first full month they are employed during the twelve (12) month period ending on July 1st preceding the current vacation, providing however, that the employee averaged at least one hundred (100) hours of work per month during that time.
- 78. Employees with over one (1) year seniority and who have worked twelve hundred (1200) hours or more during the twelve (12) month period ending on July 1st preceding the current vacation shall receive vacation with pay as per the following schedule:
  - (a) All employees with one (1) year of seniority will receive one (1) week vacation or forty (40) hours paid vacation.
  - (b) All employees with three (3) years of seniority or more will receive two (2) weeks' vacation or eighty (80) hours paid vacation.
  - (c) All employees with ten (10) years of seniority or more will receive three (3) weeks' vacation or one hundred and twenty (120) hours paid vacation.

- (d) Thereafter all employees with more than ten (10) years of seniority but less than sixteen (16) years seniority will receive vacation pay for an additional day for each additional two (2) years of service.
  - (e) All employees with sixteen (16) years but less than twenty-five (25) years of seniority will receive four (4) weeks or one hundred and sixty (160) hours paid vacation.
  - (f) All employees with twenty-five (25) or more years of seniority will receive five (5) weeks or two hundred (200) hours paid vacation.
  - (g) An eligible employee whose continuing seniority during the vacation year entitles them to additional vacation under the provision in Paragraph 176 and 177 will be allowed to take such additional vacation between the employee's anniversary date and the end of the vacation year. If such anniversary date occurs in the month of June, the employee will be allowed to take such vacation at any time during the month in accordance with this vacation policy.
179. Employees who are eligible to receive vacation pay under Paragraph 177, but who have worked less than the required twelve hundred (1200) hours, shall receive one-twelfth (1/12) of the applicable hours pay for each month worked during the twelve (12) month period ending on July 1st preceding the current vacation providing, however, that the employee averaged at least one hundred (100) hours of work per month during that time.
180. Union representatives (as provided in this Agreement) while on official Union business will have such time credited toward their twelve hundred (1200) hours for vacation eligibility.
181. Vacation pay will be based on the employee's straight time wage rate (excluding premiums) in effect at the time the separate vacation check is processed by the Payroll Department. Vacation pay will be paid in the last pay period in June.
182. Employees who submit a written request to Payroll two-weeks before the annual vacation payout may defer a minimum of one week of vacation pay to a later time during the same vacation year.

83. Employees with one (1) year or more seniority whose employment is terminated during the term of this Agreement shall receive one-twelfth (1/12) of the applicable hours pay under Paragraph 177 for each month such employee worked during the twelve (12) month period ending on July 1 preceding the current vacation providing, however, that the employee averaged at least one hundred (100) hours per month during that time. The pay hereunder shall be based on the employee's straight-time rate in effect on the date of such termination and shall exclude premiums of any sort. An employee will be eligible for pay only under Paragraph 176, 177, 178 and 179.

84. Vacation will be scheduled as follows:

- (A) The supervisor will post a twelve-month vacation calendar covering July 1 through June 30 at the beginning of the first week of January. Those vacation requests received in that week will be awarded by seniority. Vacation requests submitted after this week will be processed in accordance with B, C, and D below.
- (B) Employees who qualify for vacation and desire to take the time off shall be required to schedule full vacation days (8 hours) two (2) weeks in advance with their foreman.
- (C) Employees eligible to receive vacation may schedule half vacation days (4 hours) one (1) working day in advance with their foreman's approval. A maximum of ten (10) half vacation days is allowed either on the first or second half of the shift.
- (D) If a hardship is created by having too many employees request vacation in a department for the same time, the foreman will let the most senior go first provided, however, that any employee whose vacation has been previously approved shall not be displaced from such approved vacation period.

Any conflicts with the scheduling of vacation time off will be handled in the following manner:

- (1) Employees involved with vacation scheduling conflicts shall attempt to resolve the issue.

- (2) If there is a conflict, the supervisor and the employee involved will meet to attempt to resolve the conflict.
- (3) If there is a conflict, the supervisor, the employee involved, and the Union steward will meet to attempt to resolve the conflict.
- (4) If the conflict is still not resolved, then the Committee-personor will meet with the appropriate manager up to and including the plant manager.
- (5) If the conflict is still not resolved, then the Union Shop Committee will meet with the Director of Labor Relations.

185. Vacations shall not be cumulative from year to year.

### **BENEFITS**

186. The Corporation shall provide benefits in the agreed amounts and in accordance with the agreed terms. Separate booklets covering pension and Insurance will be available within one hundred and twenty (120) days after the Collective Bargain Agreement is signed.
187. The Following benefit changes are effective on the dates indicated:

	<b>PPO Plan</b>	<b>Effective 1/1/2017</b>	<b>Effective 1/1/2020</b>
<b>Deductible</b> • In-Network  • Out-of-Network	\$400 Individual / \$800 Family	\$500 Individual / \$1,000 Family	\$600 Individual / \$1,200 Family
	\$800 per Person	\$1,000 per Person	\$1,200 per Person
<b>Out-of-Pocket Maximum (includes medical and Rx deductibles and copays)</b> • In-Network  • Out-of-Network	\$3,000 Indiv / \$27,000 Family	\$4,300 Individual / \$12,700 Family	\$5,600 Individual / \$11,200 Family
	\$10,000 per Person	\$12,000 per Person	\$13,275 per Person
<b>Primary Care Physician <u>Office Visit</u></b> • In-Network  • Out-of-Network	\$25 Copay for Office Visit Only	\$30 Copay for Office Visit Only	\$35 Copay for Office Visit Only
	60% / 40% After Deductible	Same	Same
<b>Other Services by a Primary Care Physician (surgery, x-ray, lab)</b> • In-Network  • Out-of-Network	100%, No Deductible	80% / 20% After Deductible	Same
	60% / 40% After Deductible	Same	Same
<b>Specialist Physician <u>Office Visit</u></b> • In-Network  • Out-of-Network	80% / %20 After Deductible	Same	Same
	60% / 40% After Deductible		
<b>Other Services by a Specialist Physician (surgery, x-ray, lab)</b> • In-Network  • Out-of-Network	80% / %20 After Deductible	Same	Same
	60% / 40% After Deductible		
<b>Emergency Room</b>	\$100 Copay, then 100%	\$150 Copay, then 80% / 20% After Deductible	\$200 Copay, then 80% / 20% After Deductible

	2015 Union PPO Plan	PPO Plan Effective 1/1/2017	PPO Plan Effective 1/1/2020
Inpatient Hospital Facility Charges • In-Network • Out-of-Network	80% / 20% After Deductible	Same	Same
	60% / 40% After Deductible		
Outpatient Hospital Facility Charges (Lab, X-Ray, Chemotherapy, Dialysis) • In-Network • Out-of-Network	80% / 20% After Deductible	Same	Same
	60% / 40% After Deductible		
Chiropractor Services • In-Network • Out-of-Network	80% / 20% After Deductible	\$35 Copay	Same
	80% / 20% After Deductible	60% / 40% After Deductible	Same
Other Covered Services (Occupational, Physical, Speech Therapy; Durable Medical Equipment) • In-Network • Out-of-Network	80% / 20% After Deductible	Same	Same
	80% / 20% After Deductible	60% / 40% After Deductible	Same
Dependent Coverage	To age 26, No Student Requirement		
Lifetime Maximum	Unlimited	Same	Same
Preventive / Wellness • In-Network  • Out-of-Network	<u>Healthcare Reform Compliant Schedule of Services</u> Benefits are 100% - No Cost-Sharing	Same	Same
	No Coverage		

	<b>2015 Union PPO Plan</b>	<b>PPO Plan Effective 1/1/2017 thru life of contract</b>
<b>Day's Supply</b>	30 Days	Same
<b>Retail Pharmacy:</b> - Tier 1 - Tier 2 - Tier 3	10% – min \$10; max \$40 20% – min \$25; max \$90 30% – min \$50; max \$300	10% – min \$10 20% – min \$30 30% – min \$60
<b>Maintenance Medications</b>	90-Day Supply Available for 3 Copays	Maximum 30-Day Supply Available at Retail Pharmacy
<b>Mail Order:</b> - Tier 1 - Tier 2 - Tier 3	N/A	10% – min \$10 20% – min \$30 30% – min \$60
<b>Maintenance Medications</b>		90-Day Supply Available for 2.5 Copays
	<b>2015 Union PPO Plan</b>	<b>PPO Plan Effective 1/1/2016 thru life of contract</b>
<b>Premium Sharing</b>	29%	30% (Negotiated in Prior Contract) Same Throughout Life of Contract
Dental premium structure is currently 2-tier and will change to 3-tier effective 1/1/2017 to be the same as 3-tier medical premium structure.		

## **Pension**

1. Effective 6/1/15, increase the multiplier \$.50 to \$23.25 for Tier I and \$16.50 for Tier II in progression.
2. Effective 6/1/16, increase the multiplier \$.50 to \$23.75 for Tier I and \$17.00 for Tier II in progression.
3. Effective 6/1/17, increase the multiplier \$.50 to \$24.25 for Tier I and \$17.50 for Tier II in progression.
4. Effective 6/1/18, increase the multiplier \$.50 to \$24.75 for Tier I and \$18.00 for Tier II in progression.
5. Effective 6/1/20, increase the multiplier \$.50 to \$25.25 for Tier I and \$18.50 for Tier II in progression.
6. Tier II not in progression will remain at \$11.80.

## **Life and AD&D**

1. Effective 6/1/15, increase \$500 to \$23,000 for Tier I and \$17,300 for Tier II in progression.
2. Effective 6/5/16, increase \$500 to \$23,500 for Tier I and \$17,800 for Tier II in progression.
3. Effective 6/4/17, increase \$500 to \$24,000 for Tier I and \$18,300 for Tier II in progression.
4. Effective 6/3/18, increase \$500 to \$24,500 for Tier I and \$18,800 for Tier II in progression.
5. Effective 6/2/19, increase \$500 to \$25,000 for Tier I and \$19,300 for Tier II in progression.
6. Effective 6/7/20, increase \$500 to \$25,500 for Tier I and \$19,800 for Tier II in progression.
7. Tier II not in progression remain at \$12,600.
8. Dependent life, \$15/\$5K option.

## **Disability Income**

1. Effective 6/5/16, increase \$10 to \$280 for Tier I and \$260 for Tier II in progression.
2. Effective 6/3/18, increase \$10 to \$290 for Tier I and \$270 for Tier II in progression.
3. Effective 6/7/20, increase \$10 to \$300 for Tier I and \$280 for Tier II in progression.
4. Tier II not in progression will remain at \$148

A new employee is eligible for 401K participation on their very first day of employment. Employees wishing not to be part of this plan will have forty-five days to opt out of the Program by signing a waiver. Should an employee have any questions, they should contact the Benefits Department at their earliest convenience.

If an employee does not opt out of the plan, a minimum of 6% will be deducted from their weekly pay beginning with the first pay check received following the 46th day of the employee's employment.

### **BENEFITS FOR NEW HIRES**

88. For new hires, the monthly pension benefit, sickness and accident benefit, and life/AD&D insurance amounts are shown above. The differential will not apply to employees to the following classifications:

Toolmaker Lead Person	PED Coordinator Specialist
Toolmaker—Journeyman	Group leader
Maintenance Specialist	Unit Return Material Handler
Machine Repairman—Journeyman	Specialty Unit Mech/Elec Assy
Electrician—Journeyman	Product Sup Maint Processing
Boiler Operator—Licensed	PED Coordinator Assembly
Certified Brazier	Unit Tubing Machine Operator
Unit Plant Specialty Operator	Coordinator Assembler A
Coordinator Export Pack	Unit Quality Inspector

There will be no early retiree medical for employees hired after April 1, 1992.

19. New hires will be eligible for benefit coverage after 90 days of employment. This includes medical and dental plan coverage. After 90 days, pension service will be credited back to the first day of employment. If a probationary employee is terminated before 90 days, but is then rehired within 30 days of termination, only those days not on the payroll will be excluded from the 90-day waiting period.

All other benefits, terms, and provisions of the above referred to benefits policy will remain and be in full force and effect.

## WAGES

190. Any question which affects the wage rates of individuals or groups shall be subject to negotiation between the Local Union and the Local Management. It is understood and agreed that local wage agreements consist of wage rates by job classification as have been submitted to the Shop Committee, and any negotiated local wage agreements or additions thereto. Any changes, additions, or supplements to the local wage agreements are subject to the approval of the designated representatives of the Corporation and International Union.
191. Wage rates for employees hired before April 10, 1988, are shown on Exhibit A. Wage rates for employees hired after April 10, 1988 who are working in a non-interchangeable classification are shown on Exhibit B. Wage rates for employees hired after May 20, 2015 are shown on Exhibit C.
192. Night shift employees shall receive an additional fifteen cents (\$.15) per hour for second shift, twenty cents (\$.20) per hour for third shift, and thirty cents (\$.30) per hour for Continuous Work Schedules.
193. The schedule of classifications and the wage rates applicable thereto are contained in this Agreement.
194. **Tier I and Tier II hired before May 7, 2010**
- |                      |                            |
|----------------------|----------------------------|
| (1) Effective 6/1/15 | 3.0% lump sum              |
| (2) Effective 6/6/16 | 3.0% general wage increase |
| (3) Effective 6/5/17 | 3.0% general wage increase |
| (4) Effective 6/4/18 | 3.0% general wage increase |
| (5) Effective 6/3/19 | 3.0% general wage increase |
| (6) Effective 6/7/20 | 3.0% lump sum              |

### **Tier II employees hired before May 7, 2010**

- (1) Continue \$.11 per hour increase each sixty-three (63) days until employee reaches Tier I rate for appropriate classification

## **Tier II employees hired between 5/7/2010 and 3/1/15**

- (1) Will enter progression on 6/1/15 and receive a \$.11/hour step progression beginning on 8/3/15 and continuing every sixty-three (63) days until employee reaches Tier I rate for appropriate classification.

## **Tier II employees hired after 3/1/15 but before 5/20/15**

- (2) Will enter progression on 8/24/15 and receive a \$.11/hour step progression beginning on 10/26/15 and continuing every sixty-three (63) days until employee reaches Tier I rate for appropriate classification.

## **Employees hired after 5/20/15**

- (1) Wages are shown on Exhibit C

## **COST OF LIVING ALLOWANCE**

195. If there is a Cost of Living Allowance negotiated in a future contract, it shall be calculated, if applicable, and placed in effect in accordance with the following:

- (a) One cent (\$.01) adjustment for each .4 increase in the Consumer Price Index.
- (b) Only those employees covered by the Agreement and on the active payroll at the appropriate times shall receive the cost of living allowance. The amount of the cost of living allowance shall be determined as provided above on the basis of the Consumer Price Index for Urban Wage Earners, etc., published by the Bureau of Labor Statistics, United States Department of Labor (1967 = 100) referred to herein as the "index."

## **DURATION OF AGREEMENT**

196. This Agreement shall be effective as of the 20th day of May 2015 between the Corporation, the I.U.E.-C.W.A. Local (84)725, Sidney, Ohio, now the authorized representatives of the Corporation's employees, as set forth in the Agreement Section, and shall continue in full force and effect until 11:59 p.m. 6th day of June, 2021 and from year to year thereafter, unless modified

or terminated, as herein to be provided.

197. Either the Corporation of the Union may terminate or modify this Agreement by written notice to the other not more than ninety (90) days and not less than sixty (60) days prior to the 3rd day of June 2016, or prior to June 3rd of any subsequent year. Within ten (10) days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering the terms of the new Agreement.
198. IN WITNESS WHEREOF, the Corporation and the Union, being the I.U.E.-C.W.A., Local (84)725, Sidney, Ohio, have signed this Agreement, this 14th day of September 2015.

**I.U.E.-C.W.A. , LOCAL (84)725 (SIDNEY, OHIO)**

Steve Hildebrand, President  
Dave Young, Vice President  
Katie Lambert, Recording Secretary  
Mary Arce, Financial Secretary  
Joe Bradley, Chief Steward

**EMERSON CLIMATE TECHNOLOGIES, INC. (SIDNEY, OHIO)**

Tom Sheehan, Vice President Human Resources  
Cathy Bevan, Vice President HR Ref & Labor Relations  
Dave Eddy, Operations Manager  
Bryan Thompson, Operations Manager  
Gail Williams, Human Resources Manager Sidney Operations  
Lisa Merritt, Human Resources Manager Sidney Operations  
Ray Blair, Employee Relations Supervisor Sidney Operations  
Ryan McCrea, Labor Relations Coordinator

**I.U.E., AN INDUSTRIAL DIVISION OF THE C.W.A. A.F.L.-C.I.O.-C.L.C.**

Todd Viars, Staff Representative  
Ken Ream, Director Region 7

**EXHIBIT A  
EMPLOYEES HIRED BEFORE APRIL 10, 1988**

<b>JOB CLASSIFICATION</b>	<b>6/1/2015</b>	<b>6/6/2016</b>	<b>6/5/2017</b>	<b>6/4/2018</b>	<b>6/3/2019</b>
* Tool Maker - Lead Person	\$26.33	\$27.12	\$27.94	\$28.78	\$29.64
* Tool Maker	\$25.76	\$26.54	\$27.34	\$28.16	\$29.00
* Maintenance Specialist	\$25.76	\$26.54	\$27.34	\$28.16	\$29.00
* Electrician	\$25.29	\$26.05	\$26.83	\$27.63	\$28.46
* Machine Repairman	\$25.29	\$26.05	\$26.83	\$27.63	\$28.46
* Boiler Operator - (Licensed)	\$18.74	\$19.30	\$19.88	\$20.48	\$21.09
** Group Leader	\$16.84	\$17.35	\$17.87	\$18.41	\$18.96
** PED Coordinator Specialist	\$16.84	\$17.35	\$17.87	\$18.41	\$18.96
** Specialty Unit Mech/Elec Assy	\$16.84	\$17.35	\$17.87	\$18.41	\$18.96
** Unit Plant Specialty Operator	\$16.84	\$17.35	\$17.87	\$18.41	\$18.96
** Unit Quality Inspector	\$16.84	\$17.35	\$17.87	\$18.41	\$18.96
** Unit Return Material Handler	\$16.84	\$17.35	\$17.87	\$18.41	\$18.96
** Product Sup Maint Processing	\$16.61	\$17.11	\$17.62	\$18.15	\$18.69
** Coordinator Machining-A	\$16.60	\$17.10	\$17.61	\$18.14	\$18.68
** PED Coordinator Assembly	\$16.60	\$17.10	\$17.61	\$18.14	\$18.68
** Coord - Prod Sup/Maint	\$16.46	\$16.95	\$17.46	\$17.98	\$18.52
** Coordinator Assembler A	\$16.46	\$16.95	\$17.46	\$17.98	\$18.52
** Coordinator Export Pack	\$16.46	\$16.95	\$17.46	\$17.98	\$18.52
** Coordinator Machining	\$16.46	\$16.95	\$17.46	\$17.98	\$18.52
** Coordinator Mach.-Gauge Opr.	\$16.46	\$16.95	\$17.46	\$17.98	\$18.52
** Certified Brazier	\$16.33	\$16.82	\$17.32	\$17.84	\$18.38
** Coord - Prod Sup/Prod Eval	\$16.33	\$16.82	\$17.32	\$17.84	\$18.38
** Coordinator - Prod. Support RMA	\$16.33	\$16.82	\$17.32	\$17.84	\$18.38
Coordinator Assembly	\$16.33	\$16.82	\$17.32	\$17.84	\$18.38
Coordinator Assembly Expeditor	\$16.33	\$16.82	\$17.32	\$17.84	\$18.38
** Material Handler	\$16.33	\$16.82	\$17.32	\$17.84	\$18.38
Unit Assembler	\$16.33	\$16.82	\$17.32	\$17.84	\$18.38
** Unit Tubing Machine Operator	\$16.33	\$16.82	\$17.32	\$17.84	\$18.38
Janitor	\$14.28	\$14.71	\$15.15	\$15.60	\$16.07

\*Non-interchangeable classifications not open to the bidding procedure.

\*\*Non-interchangeable classifications open to the bidding procedure.

The above base rates include all general wage increases provided for in this Agreement.

**EXHIBIT B  
EMPLOYEES HIRED AFTER APRIL 10, 1988**

	<b>JOB CLASSIFICATION</b>	<b>6/1/2015</b>	<b>6/6/2016</b>	<b>6/5/2017</b>	<b>6/4/2018</b>	<b>6/3/2019</b>
*	Tool Maker - Lead Person	\$26.33	\$27.12	\$27.94	\$28.78	\$29.64
*	Tool Maker	\$25.76	\$26.54	\$27.34	\$28.16	\$29.00
*	Maintenance Specialist	\$25.76	\$26.54	\$27.34	\$28.16	\$29.00
*	Electrician	\$25.29	\$26.05	\$26.83	\$27.63	\$28.46
*	Machine Repairman	\$25.29	\$26.05	\$26.83	\$27.63	\$28.46
*	Boiler Operator - (Licensed)	\$18.74	\$19.30	\$19.88	\$20.48	\$21.09
**	Group Leader	\$16.84	\$17.35	\$17.87	\$18.41	\$18.96
**	PED Coordinator Specialist	\$16.84	\$17.35	\$17.87	\$18.41	\$18.96
**	Specialty Unit Mech/Elec Assy	\$16.84	\$17.35	\$17.87	\$18.41	\$18.96
**	Unit Plant Specialty Operator	\$16.84	\$17.35	\$17.87	\$18.41	\$18.96
**	Unit Quality Inspector	\$16.84	\$17.35	\$17.87	\$18.41	\$18.96
**	Unit Return Material Handler	\$16.84	\$17.35	\$17.87	\$18.41	\$18.96
**	Product Sup Maint Processing	\$16.61	\$17.11	\$17.62	\$18.15	\$18.69
**	PED Coordinator Assembly	\$16.60	\$17.10	\$17.61	\$18.14	\$18.68
**	Coordinator Assembler A	\$16.46	\$16.95	\$17.46	\$17.98	\$18.52
**	Coordinator Export Pack	\$16.46	\$16.95	\$17.46	\$17.98	\$18.52
	Certified Brazier	\$16.33	\$16.82	\$17.32	\$17.84	\$18.38
	Unit Tubing Machine Operator	\$16.33	\$16.82	\$17.32	\$17.84	\$18.38

\*Non-interchangeable classifications not open to the bidding procedure.

\*\*Non-interchangeable classifications open to the bidding procedure.

The above base rates include all general wage increases provided for in this Agreement.

**EXHIBIT B1  
Employees Hired After May 30, 2005**

<b>JOB CLASSIFICATION</b>	<b>WAGE GROUP</b>
Coordinator Machining-A	1
Coordinator Machining-Gauge Opr.	2
Coordinator Product Support/Maintenance	2
Coordinator Machining	2
Coordinator Assembly Expediter	3
Material Handler	3
Coordinator Product Support/Product Eval	3
Coordinator - Product Support RMA	3
Coordinator Assembly	3
Unit Assembler	3
Janitor	4

**Progression Group G - Employees hired after 6/1/05 but before 12/31/09**  
**Continue \$.11 increase every 63 days until 1st tier is reached**

	Current	3.00%	3.00%	3.00%	3.00%	
Wage Group	6/1/2015	6/6/2016	6/5/2017	6/4/2018	6/3/2019	6/7/2020
1	12.20	13.25	14.33	15.33	16.47	17.13
2	12.13	13.17	14.24	15.23	16.37	17.03
3	12.05	13.09	14.16	15.15	16.28	16.94
4	11.83	12.86	13.93	14.91	16.04	

Group 4 would reach 1st tier of \$16.07 on 2/24/20, remaining groups continue till reach 1st tier

**Progression Group H - Employees hired after 1/1/10 but before 5/7/10**  
**Continue \$.11 increase every 63 days until 1st tier is reached**

	Current	3.00%	3.00%	3.00%	3.00%	
Wage Group	6/1/2015	6/6/2016	6/5/2017	6/4/2018	6/3/2019	6/7/2020
1	11.76	12.79	13.85	14.83	15.95	16.61
2	11.69	12.72	13.78	14.76	15.88	16.54
3	11.61	12.64	13.70	14.68	15.80	16.46
4	11.39	12.41	13.46	14.43	15.54	

Group 4 would reach 1st tier of \$16.07 on 2/24/20, remaining groups continue till reach 1st tier

**Progression Group I - Employees hired after 5/8/10 but before 3/1/15**  
**Continue \$.11 increase every 63 days until 1st tier is reached**

Wage Group	Enter Prog 6/1/2015	1st step 8/3/2015	6/6/2016	6/5/2017	6/4/2018	6/3/2019	6/7/2020
1	10.16	10.27	10.71	11.37	12.03	12.69	13.35
2	10.09	10.20	10.64	11.30	11.96	12.62	13.28
3	10.01	10.12	10.56	11.22	11.88	12.54	13.20
4	9.79	9.90	10.34	11.00	11.66	12.32	12.98

**Progression Group J - Employees hired after 3/1/15 but before 5/20/15**  
**Continue \$.11 increase every 63 days until 1st tier is reached**

Wage Group	Enter Prog 8/24/2015	1st step 10/26/2015	6/6/2016	6/5/2017	6/4/2018	6/3/2019	6/7/2020
1	10.16	10.27	10.60	11.26	11.92	12.47	13.13
2	10.09	10.20	10.53	11.19	11.85	12.40	13.06
3	10.01	10.12	10.45	11.11	11.77	12.32	12.98
4	9.79	9.90	10.23	10.89	11.55	12.10	12.76

**EXHIBIT C**  
**EMPLOYEES HIRED AFTER 5/20/15**

WAGE GROUP	BASE RATE	45 DAYS	90 DAYS
1	\$9.30	\$9.54	\$9.79
2	\$9.50	\$9.75	\$10.01
3	\$9.58	\$9.83	\$10.09
4	\$9.65	\$9.90	\$10.16

**SKILLED TRADES SUPPLEMENT**

This Skilled Trades Addendum by and between Emerson Climate Technologies, Inc and Local (84)725 has been agreed to as follows:

1. The skilled trades classifications covered by the Skilled Trades Addendum are:

Tool Maker Lead Person  
Tool Maker--Journeyman  
Maintenance Specialist  
Machine Repairman - Journeyman  
Electrician - Journeyman  
Boiler Operator—Licensed

2. Journeymen and apprentices will have combined seniority within their trade. Upon satisfactory completion of the Apprenticeship Program, the apprentices will be given full seniority from their last date of entry into the trade where the apprenticeship has been completed.
3. The Corporation will recognize six (6) years in the trade as sufficient for journeyman status. It is further understood that the six (6) years of work will not apply to present or future apprentices and that these apprentices can only earn their journeyman status upon successful completion of the Apprenticeship Program.
4. When it becomes necessary to move employees in the Skilled Trades to another shift, it will be done in the following manner:
  - (a) A journeyman, either the most senior volunteer or the least senior, will be assigned another shift first. If additional employees are needed, then other volunteers or

the least senior in the trade will be transferred, but in any case the Company will not be required to use more than one apprentice with one journeyman.

- (b) An apprentice or journeyman may exercise their seniority as new employees enter the trade or an apprentice becomes a journeyman.
- (c) Any time during the first full week of December, journeymen in their particular classification will be allowed to displace the least senior journeyman on another shift in the plant where they are assigned.

The move will be made effective the first work day in January of the following year, but in any case the Company will not be required to use more than one apprentice with one journeyman.

- (d) Any time during the first full week of December, apprentices, who will have completed 2000 hours prior to December 31st in their particular classification will be allowed to displace the least senior apprentice on another shift. The move will be made effective the first work day in January of the following year.
  - (e) Employees will have until the end of the second full week of December to resend the shift bid or be locked into this shift until the following December. If a turndown occurs the next Seniority applicant will be recognized.
5. From time to time, employees in the various skilled trades classifications may be required to attend various training programs to be retrained in present skills or learn new skills. Such employees will be paid at the applicable rate while attending such training and the Corporation will pay all tuition costs and fees.
  6. Employees, who do not successfully complete the basic courses, will be given an opportunity to repeat the course(s) when it is next offered. Employees repeating the course will be paid at straight time regardless when the course is held.
  7. Prior to the start of new courses in any given trade, the Company will inform the Joint Apprenticeship Committee as

to length of the course, subject matter, location, and curriculum.

8. To determine whether a particular skilled assignment falls within the scope of two or more trades and thus properly unassignable to any of these trades, the following criteria will be considered. These lines will be formulated and recorded by the Company and Union.

(a) Level of skill involved

(b) Type of training (Apprentice or Journeyman)

(c) Tools required

(d) Type of equipment being worked on

(e) Composition and size of the available skilled trades workforce

9. When a new employee is hired into a non-interchangeable skilled trades classification of toolmaker, maintenance specialist, machine repairman, and electrician, the credentials of the new employee will be made available to the appropriate skilled trades committee person in the trade. The skilled trades representative shall be afforded an opportunity to comment on the credentials of the new employee.

### **JOB APPLICATION--SKILLED TRADES**

10. Employees in the classification of master electrician or master machine repairman may upgrade into the maintenance specialist classification. They may so apply in the Employee Relations office.

Step 1: The employees who meet the minimum requirements for eligibility will be interviewed and evaluated based on the employee's work record and history, skills, knowledge, abilities, and overall qualifications required for this classification.

Step 2: An employee awarded a job based on the criteria in Step 1 will then be required to attend training courses specified by the Company. These courses will include attendance at machine and equipment vendors' facili-

ties as well as off-site seminars. During this training, the employee must successfully pass qualifying tests administered by the instructor that documents the employee's understanding of the new skills necessary to be placed in the job classification. An employee who is unable to pass the qualifying tests will be returned immediately to his former classification.

**Step 3:** An employee who has successfully completed the training courses, and who has passed the qualification tests, will be expected to demonstrate a reasonable degree of proficiency in the performance of the job during a sixty (60) work day trial period after transfer to the new position.

**Step 4:** If the employee's work performance is satisfactory to the Company, their rate of pay will be retroactive to the first work day they actually went on the job.

An employee not qualifying during the sixty (60) day trial period will be returned to their previous classification.

## **LAYOFF**

11. Employees in the non-interchangeable skilled trades classifications will have a choice of signing a waiver to take a layoff or return to production during a cut-back in the non-interchangeable skilled trades classification. Employees who choose to take the layoff will be recalled to their classification as jobs become available in line with their seniority.

(a) Rules for permanent seniority reduction in the following classifications:

- (1) Maintenance specialist, electrician and machine repair shall have their seniority in their non-interchangeable job classification and will be removed there from in order of the lowest skilled trades seniority.
- (2) Upon removal, the employee will be returned to the skilled trades classification from whence they came. If the employee cannot hold in that classification in line with their skilled trades seniority, they will be returned to the plant wide production seniority group.

## OVERTIME

12. The Company will keep an overtime list for journeymen and a list for apprentices in the non-interchangeable skilled trades classifications by shift and keep it posted where it can be easily viewed by the employees in a given classification. Listed will be the names and number of overtime hours that have been offered or worked by each employee in a given classification at each plant, by shift, and listed in descending order starting with the most senior. This list will be maintained daily. The hours will accumulate starting January 1 of each year and end on December 31 of each year. On December 31 of each year, the low employees on each classification overtime list will be put at zero, and the number of overtime hours they had will be subtracted from each employee on that list.
  
13. When it is necessary to schedule overtime assignments, the Company will offer the overtime first to the journeymen in the classifications by shift and by low overtime hours where possible. If the journeyman classification is exhausted, the Company will then offer the overtime to the apprentice in the classification by shift and by low overtime hours. The foreman will notify the Union steward of those working overtime. At this time, the steward will be afforded the opportunity to go over the foreman's selections and bring any possible errors to the foreman's attention. If an error is discovered later, the employee will be offered the next overtime assignment in the trade. The Company further agrees that a reasonable effort will be made to maintain a 30 hour spread in each classification on each shift. It is further understood that the Company will not exceed the maximum of 75 hours spread within the classification on each shift. The maximum spread in overtime may be used for the following:
  - (a) An employee is needed to continue on a job that they have worked on during that shift or is required to be continued the following overtime shift.

If at any time, the spread should exceed the 75 hour maximum, the chief steward and the designated skilled trades representative will meet with management and discuss a solution.
  
14. Any employee in the non-interchangeable skilled trades classification who refuses overtime properly offered to them will be

charged for the hours they could have worked regardless of the reason they refused. On call-ins, there will be no charge unless the employee actually works.

15. The Company will notify employees who are needed for Saturday no later than Thursday, where possible and those needed for Sunday no later than Friday, where possible. When it is necessary to make Sunday overtime assignments, the assignment will be offered to those employees who have accepted and who work the Saturday overtime assignment. If the employee has reported for and is unable to complete the Saturday overtime assignment as scheduled and is excused by their foreman for legitimate reasons, they will be allowed to work on Sunday.
16. In the event the overtime list within a trade is exhausted for weekend overtime assignments, one (1) employee per trade, per shift, will be required to work the scheduled assignment as determined by low overtime hours.

## **ARTICLE I DECLARATION OF POLICY**

The purpose of the Joint Apprenticeship Program hereinafter set out between Copeland Corporation and the I.U.E. that is an Industrial Division of the C.W.A. AFL-C.I.O.-C.L.C., known as I.U.E.-C.W.A. A.F.L.-C.I.O.-C.L.C. is to select and train qualified applicants in the skills, knowledge, and experience necessary to fulfill the future responsibilities of skilled craftsmen, to be assured of competent personnel to fulfill the present and future manpower requirements of the skilled trades involved.

During their apprenticeship, the apprentice shall receive such experience (on-the-job training) and instruction (job-related education) that is necessary to develop a practical and skilled craftsman in their trade.

The Apprenticeship Program is designated to provide a methodical program of supplementary technical instruction and supervised work experience consistent with the needs and facilities of the Company.

## **ARTICLE II DEFINITIONS**

- (a) The term "Company" shall mean Emerson Climate Technologies, Inc.

- (b) The term "Union" shall mean the duly authorized representatives of the I.U.E.-C.W.A. A.F.L.-C.I.O.-C.L.C. and its local unions.
- (c) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person entering into such an agreement.
- (d) "Apprentice" shall mean a person who is covered by a written agreement with the Company providing for their training in accordance with the apprenticeship standards as set forth herein.
- (e) "Committee" shall mean the Local Joint Apprenticeship Committee, with an equal number of representatives from the Company and the Union.
- (f) "Supervisors of Apprentices" shall mean the person employed by the Company, or the person assigned the responsibility of overseeing that the apprenticeship standards, as set forth herein, are being carried out in the training program.
- (g) "Standards of Apprenticeship" shall mean this entire document, including these definitions.
- (h) "Scheduled Work Processes" means the schedule of hours that the apprentice spends on various work assignments, as shown in this supplement.

### **ARTICLE III APPLICATIONS**

#### **1. Seniority Employees.**

- (a) The initial hire and entry into this pool is on a completely non-discriminatory basis.
- (b) Notice of apprenticeship openings will be posted on the Company's bulletin board for fourteen (14) calendar days.
- (c) Applications for apprenticeship will be accepted by the Personnel Department from seniority employees within the bargaining unit who consider themselves eligible under this program of training.
- (d) A numbered application blank will be filled out, and each applicant will sign a register noting that they have received

and filed an application.

- (e) After a preliminary check of each application by the Personnel Department, those meeting the minimum eligibility requirements will be turned over to the Joint Apprenticeship Committee for approval or disapproval in accordance with the standards set forth herein.
- (f) In the case of multiple openings for one posting the Apprenticeship Committee will fill the openings one at a time to allow each seniority employee that has applied to compete for all openings.
- (g) In the event that the employee has applied for openings in multiple trades and is the highest ranking applicant in more than one, they will be offered their choice and removed from the other list. The second highest ranked on the list they were removed from will then become the highest ranked.

## 2. Standards Used for Apprentice Selection

Selections standards, based on the following suggested point system, will be used to rank all applicants, whether (1) from seniority employees, or (2) from outside applicants.

### **PHASE 1**

Within 10 calendar days of the closing of the application period, all applicants must have provided the apprenticeship committee with a copy of their high school diploma and a transcript of their high school grades (grades 10 through 12), or a copy of their GED Certificate.

### **PHASE 2**

Applicants who have met the requirements of phase 1 shall be required to take a basic math and reading competency test. To pass these tests applicants must achieve a minimum competency level of 10th grade 6th month. These will be standardized tests and will be administered and graded by an outside agency selected by the Joint Apprenticeship Committee. Those who achieve the required math and reading competency will then be scheduled to take an aptitude test. Those not meeting the minimum requirements for reading and math competency may reapply for future openings and be re-settled if they can document successful completion of a basic math and reading

competency program at their own expense and on their own time.

The aptitude test will also be a standardized test administered and graded by an outside agency selected by the Joint Apprenticeship Committee. The outside agency will advise the committee as to which applicants have the aptitude to enter a skilled trade. Anyone deemed to not have aptitude for a skilled trade will not be eligible to reapply for future openings.

### PHASE 3

The Joint Apprenticeship Committee shall meet and review all candidates whose name appears on the register of applicants. Those who have met the requirements of phase 2 will be evaluated and awarded points based on the following criteria.

- a) GED Certificate 2 Points Awarded  
or  
High School Diploma 2 Points Awarded  
(non-college prep or vocational )

or  
High School Diploma with Transcript  
(College Prep or vocational)  
Based on GPA Maximum of 5 Points Awarded  
GPA of 3.7 to 4.0 5 points awarded  
GPA of 2.7 to 3.6 4 points awarded  
GPA of 1.7 to 2.6 3 points awarded  
GPA of .7 to 1.6 2 Points awarded

b) College level work shall be awarded points as follows: Maximum points awarded 10. Based on progress in completing an associate degree in a field related to the craft the apprenticeship will pertain to and the overall GPA.

GPA of 3.7 to 4.0 5 Points Awarded  
GPA of 2.7 to 3.6 4 Points Awarded  
GPA of 1.7 to 2.6 3 Points Awarded  
GPA below 1.7 not eligible for consideration.

Multiplier calculation is based on percentage of studies completed towards an Associates Degree in a field related to the apprenticeship.

100% complete multiplier = 2  
75% complete multiplier = 1.5  
50% complete multiplier = 1  
25% complete multiplier = 0.5

To calculate the points awarded for college studies perform the following calculation. GPA Points Awarded multiplied by the multiplier awarded for the percentage of college studies completed. Example: A GPA of 3.9 with studies 75% complete =  $3.9 \times 1.5 = 5.85$  points awarded

- c) Test for knowledge of work involved in the skilled classification for which employee is being evaluated gained from previous experience. A percentage of the maximum of 20 points equal to the percentage of correct answers on the test will be awarded.
- d) Copeland/Emerson employee years of service: 1 point awarded per full year of service up to a maximum of 5 points.
- e) Formula for totaling points awarded each candidate in phase 3 is as follows: Total points awarded in a, plus total points awarded in b, plus total points awarded in c, plus total points awarded in d =  $d=a+b+c+d$  = Total points awarded to each candidate in phase 3.
- f) Any applicant who has less than 10 points in phase 3 could not meet the minimum score of 45 even if given the maximum points allowed in phase 6. Therefore, they will be excluded from further consideration for the current opening.
- g) If there are less than 5 applicants for the current opening who meet the minimum of 10 points required then the committee can request that the Company notify the local joint vocational schools, technical colleges and public employment service, by mail, of the available openings, the minimum qualifications for eligibility, the closing date for applications, and where to file. The Joint Apprenticeship Committee may also request that the Company advertise in the local papers.

#### PHASE 4

The Joint Apprenticeship Committee shall interview all candidates having met the requirements of phase 3. The Joint Apprenticeship Committee shall evaluate the candidates on the following criteria and shall assign points accordingly in each category.

- |                                  |   |
|----------------------------------|---|
| 1) Appearance of the Application | Maximum points 3<br>(neatness and accuracy) |
|----------------------------------|---|

2) Evaluation of the interviewer(oral interview) interest sincerity, attitude

- |  |                   |
|--|-------------------|
| a) Knowledge of work required in the trade   | Maximum points 11 |
| b) Strength of desire to get into skilled trades and chances of staying in the program | Maximum points 7  |
| c) Long range career objectives  | Maximum points 5  |
| d) General impression of stability and maturity.                                       | Maximum points 9  |

The total points awarded to the candidate in phase 4 shall be added to those the candidate received in phase 3. The Joint Apprenticeship Committee shall establish an order of candidate ranking with the candidate having the lowest point total being listed as lowest and the candidate having the highest point total being listed highest. The minimum number of points required for a candidate to be placed on the finale ranking list is a total of 45 out of possible 75 point. From this Candidate Ranking the Joint Apprenticeship Committee shall fill the Apprenticeship opening in the specific craft with the candidate having the highest ranking.

3. Selection

- (a) When two (2) or more seniority employees receive the same ranking, the one with the most seniority will be selected. If an outside applicant and a seniority employee have the same ranking the seniority employee will be selected.
- (b) In the event one or more outside applicants are tied at the highest ranking, the applicant with the earliest application date will be selected.
- (c) Records of application and of the selection process will be maintained for at least two (2) years and may be evaluated under appropriate conditions.

**ARTICLE IV  
APPRENTICESHIP ELIGIBILITY REQUIREMENTS**

Selection of apprentices under this program shall be made from quali-

fied applicants on the basis of qualifications alone without regard to race, creed, color, national origin, or sex, in accordance with objective standards which permit review, after full and fair opportunity for application; and this program shall be operated on a completely nondiscriminatory basis.

In order to be eligible for apprenticeship under these standards, the applicant must possess the following minimum qualifications:

1. Must be a U.S. citizen.
2. Must have a twelfth (12th) grade education or certificate of equivalency (GED).
3. Must be at least 18 years of age.
4. The successful applicants shall be in good physical condition.

#### **ARTICLE V CREDIT FOR PREVIOUS EXPERIENCE**

Employees of the Company and those who have had previous employment experience who desire to become apprentices and are selected, may be allowed credit in accordance with these standards for applicable experience after their record has been checked and evaluated by the Joint Apprenticeship Committee. Evaluated work experience must have been gained under an apprenticeship program, or under a trainee, upgrade and/or changeover program, and not in a trade school or vocational school.

Returned veterans may have their service work record evaluated and credit given for applicable practical experience gained in the armed services after evaluation by the Joint Apprenticeship Committee.

#### **ARTICLE VI TERM OF APPRENTICESHIP**

The term of apprenticeship shall be as established by these apprenticeship standards in accordance with the schedule of work processes and related instruction as outlined in this supplement.

## **ARTICLE VII PROBATIONARY PERIOD**

The first 6 Calendar Months of employment for every apprentice in the apprenticeship program shall be a probationary period. The Joint Apprenticeship Committee shall cancel the Apprenticeship Agreement during this probationary period at the request of either the apprentice or the employer for such cancellation.

## **ARTICLE VIII HOURS OF WORK**

Insofar as is practical, the apprentice will work a normal work week. However, when the Company's business is such that it will not provide continuous employment over the entire period of apprenticeship, or once the apprentice completes their apprenticeship training and there are no journeyman openings in the craft the apprentice trained for, in these cases the apprentice will be placed in accordance with what their seniority would entitle them to and will receive the rate of pay of the classification they are placed in under the applicable collective bargaining agreement between the Company and the Union.

## **ARTICLE IX CONDITIONS OF EMPLOYMENT**

All standing personnel and other policies for hourly employees shall apply in all matters unless otherwise specified in these standards, and the Company may discipline apprentices under the terms of the applicable collective bargaining agreement between the Company and the Union as with any other employee.

## **ARTICLE X RATIO**

The number of new apprentices enrolled each year shall be determined on the basis of the number of journeymen employed during the program each year, averaged over the preceding four (4) to six (6) years and based on the openings necessitated by the Company's business. The ratio of apprentices in training to journeymen shall be determined by the Company according to the needs of the Company and the facilities available, future employment opportunities, and the number of qualified journeymen available to instruct the apprentices.

## **ARTICLE XI DISCIPLINE**

If the supervisor of the apprentices finds that an apprentice shows a lack of interest or does not have the ability to complete the apprenticeship standards, as set forth herein, they shall place all the facts in the case before the Joint Apprenticeship Committee for its recommendations. Under these circumstances, an apprentice may be permitted to continue in a probationary status, and they may be required to repeat a specified process or series of processes satisfactorily. However, their Agreement may be terminated if they have not satisfactorily met these requirements.

## **ARTICLE XII WAGES**

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages.

### **Toolmaker**

1st thru 12th month ---- 80% of the journeyman's wage rate  
13th thru 24th month -- 85% of the journeyman's wage rate  
25th thru 36th month -- 90% of the journeyman's wage rate  
37th thru completion --- 95% of the journeyman's wage rate

### **Machine Repair and Electrician**

1st thru 12th month -- 75% of the journeyman wage rate  
13th thru 24th month -- 80% of the journeyman wage rate  
25th thru 36th month -- 85% of the journeyman wage rate  
37th thru 48th month -- 90% of the journeyman wage rate  
49th thru completion -- 95% of the journeyman wage rate

### **Maintenance Specialist**

1st thru 12th month -- 75% of the journeyman wage rate  
13th thru 24th month -- 80% of the journeyman wage rate  
25th thru 36th month -- 85% of the journeyman wage rate  
37th thru 48th month -- 90% of the journeyman wage rate  
49th thru 60th month -- 95% of the journeyman wage rate  
61st thru completion -- 100% of the journeyman wage rate

A minimum of 2000 hours must be worked during each 12 month peri-

od to qualify for each wage increase. If the apprentice doesn't have 2000 hours for the 12 month period the next period will be delayed until the 2000 hour minimum is met.

Apprentices, who are given credit for previous experience, shall be paid upon signing the apprenticeship agreement the wage rate for the period to which such credit advances them.

Each apprentice shall be required during the period of this apprenticeship to complete a program of related and supplemental classroom instruction. Such related training is required to enable the apprentice to become proficient in the technical knowledge and other aspects of this trade.

The apprentice shall be paid their regular rate for actual school attendance required during their normal regularly scheduled shift by the Apprenticeship Program.

The company will pay all registration fees or tuition required of the apprentice in connection with the related and supplemental instruction approved by the Joint Apprenticeship Committee.

### **ARTICLE XIII RELATED INSTRUCTION AND SCHOOL ATTENDANCE**

- (a) Related classroom training schedules will be negotiated by the Joint Apprenticeship Committee and IUE-CWA AFL-CIO CLC Chairman, which will be arranged to fit the work schedule of the individual apprentice according to the needs of the Company.
- (b) Enforcement of school attendance. In case of failure on the part of any apprentice to fulfill their obligation as to school attendance, the Joint Apprenticeship Committee may suspend or revoke their apprenticeship agreement, and the Company hereby agrees to carry out the instructions of said committee in this respect. The apprentice hereby agrees to abide by any such determination of such committee.
- (c) The related instruction and hours of schooling may be conducted after the hours of on-the-job training. Such hours of related instruction may not be counted as hours worked for purposes of determining overtime; however, these school hours will be counted as part of the regular apprenticeship period.

## **ARTICLE XIV JOINT APPRENTICESHIP COMMITTEE**

There is hereby established a Joint Apprenticeship Committee as defined in Article I. This Committee shall be composed of an equal number of members, half of whom shall represent the Union.

The Committee shall elect a chairman and a secretary. When a Company member is chairman, a Union member shall be secretary, and vice-versa. The Committee shall meet at least once a month or on call of the chairman or secretary or any two members of the Joint Committee.

The duties of the Committee shall be:

1. To act in an advisory capacity only with regard to the general terms and conditions of these standards.
2. To approve the duly executed Apprenticeship Agreement between the Company and the apprentice.
3. To supervise the selection of and pass final approval upon applicants recommended for entrance into apprenticeship as per Article II of these standards.
4. To cooperate with the apprentice, the school authorities, the Company, and the Union in the successful operation of these standards.
5. To hear and adjust all complaints of violation of Apprenticeship Agreements.
6. To formulate and carry out plans to create and maintain interest in the Apprenticeship Program.

## **ARTICLE XV RESPONSIBILITIES**

### **A. APPRENTICES**

In becoming an apprentice, an individual employee assumes additional responsibilities and obligations to the Company and the trade to which they aspire. These are as follows:

1. To diligently and faithfully perform the work of the trade and other pertinent and related duties as may be assigned by the employer in accordance with the provisions of the "Contract" and Apprenticeship Program.
2. To abide by accepted Company work rules, regulations and special rules as established for apprentices, as stated in the Apprenticeship Program.
3. To successfully complete the required related instruction in the time assigned in the schedule regulating such instruction.
4. To maintain records of work experience and training on the job and in related instruction, as may be required, and to make them available to the Review Committee as may be required.
5. To develop and continue to practice safe work habits in their work to assure their own safety and the safety of their fellow employees.
6. To conduct themselves at all times in a credible, ethical, and moral manner in realization of the time, effort, and money necessary to afford them the opportunity to become a skilled craftsman.

## B. THE COMPANY

1. To secure qualified apprentices, through proper selection procedures who show ability and desire in accordance with the apprentice qualifications established in the Apprenticeship Program and contract provisions.
2. To develop and maintain an apprenticeship program so as to provide each apprentice well-rounded training and experience in all phases of the trade consistent with the needs of the Company.
3. To counsel individual apprentices, as required, to assist individual problems and to be sure that all apprenticeship requirements are met.
4. To attempt to maintain reasonably continuous employment of apprentices.
5. To keep such records as necessary to record each apprentice's progress.

6. To take equitable disciplinary action against individual apprentices.
7. To inform the representatives of the Review Committee of registration, periodic progress, disciplinary action, completion, temporary suspension, and/or termination concerning any apprentice.

## **ARTICLE XVI OBLIGATION OF APPRENTICE**

The applicant before assignment to the employer must accept, in their own handwriting, the following obligation:

"I, the undersigned, having made application to be an apprentice, having read the standards and rules of the Joint Committee, understanding them and all provisions contained therein, do hereby accept them, and I shall comply with them completely and abide by the decisions and findings of the Joint Apprenticeship Committee as final and binding."

## **ARTICLE XVII SUPERVISION OF APPRENTICES**

Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the foremen of the Department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another in accordance with the predetermined schedule of work training. No apprentice may be retained on a scheduled work process for a period of longer than the time scheduled for such work process unless permission is granted in writing by the Joint Committee.

The Supervisor of Apprentices, or an individual charged with this responsibility, in consultation with the Committee, shall prepare adequate record forms to be filled in by the foreman under whom the apprentices receive direct instruction and experience. Foreman shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under the supervision. These reports shall be submitted to the Committee for its approval or disapproval.

At the end of each six-month period, the apprentice may be examined as directed by the Joint Committee as to progress both on the job and in related instruction subjects.

## **ARTICLE XVIII CONSULTANTS**

The Committee may request interested agencies or organizations to designate a representative to serve as consultant. Consultants will be asked to participate without vote in conferences on special problems related to apprentice training which affect the agencies they represent.

## **ARTICLE XIX SENIORITY**

The apprentices will exercise their seniority in their own group within their own plant, provided they are qualified to do the remaining work. For example, if there are four (4) apprentices in any specific trade and a reduction in this number is required due to lack of work; the first hired shall be the last laid off, and the last laid off shall be the first to be reinstated, provided they are qualified to do the remaining work without training.

Upon satisfactory completion of the Apprenticeship Program, the apprentice will be given full journeyman seniority in the classification appropriate for the plant in which the apprenticeship was completed. Their date of entry into the program will become their journeyman seniority date for that plant.

## **ARTICLE XX APPRENTICESHIP AGREEMENT**

"Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice approved by the committee, and the IUE-CWA AFL CIO CLC.

Every Apprenticeship Agreement entered into under Local Standards of Apprenticeship shall contain a clause making the standards part of the agreement with the same effect as if expressly written therein. For this reason, every applicant shall be given an opportunity to read the standards before they sign the Apprenticeship Agreement. The following shall receive copies of the Apprenticeship Agreement:

- (1) The Apprentice
- (2) The Company
- (3) The Joint Apprenticeship Committee
- (4) The Local Union
- (5) The applicable district of the I.U.E.-C.W.A. A.F.L.-C.I.O.-C.L.C.

## **ARTICLE XXI MODIFICATION OF STANDARDS**

These standards may be modified at any time by action of the Joint Apprenticeship Committee, subject to review and acceptance of such modifications by the IUE-CWA AFL CIO CLC Skilled Trades Department.

Such modifications shall not alter apprentice agreements in effect at the time of the change without the express consent of all parties to such an agreement. An apprentice affected by such modification of standards will be furnished a copy of such modification.

## **ARTICLE XXII GENERAL**

The Company will furnish a new or like new toolbox and a basic set of tools to the apprentice during their satisfactory performance in the apprenticeship program. This set of tools will be appropriate for the trade into which they are entering as determined by the company. Upon satisfactory completion of the apprenticeship program, they will become the property of the apprentice. The Company will replace tools for those apprentices in the Apprenticeship Program that are broken or worn out through normal usage.

If the apprentice, for any reason, drops out of the apprenticeship program, any tools furnished to them by the Company and not purchased expressly by the apprentice, will be returned to the Company.

Should any dispute arise over the interpretation or application of these standards which cannot be satisfactorily settled within the Joint Apprenticeship Committee, the dispute will be submitted by the parties to the fifth step of the grievance and arbitration procedure in effect in the applicable collective bargaining agreement between the Company and the Union that apply to the settling of a grievance from the fifth step of said grievance and arbitration provisions, and such steps will apply to settling a dispute over the meaning and interpretation of these standards.

The apprentice, having satisfactorily completed all related training requirements set forth by the apprenticeship committee and 48 months for toolmakers, 60 months for machine repairman/electricians, of on the job training per the schedule of work processes, will be

awarded the status of journeyman and the pay to which this status entitles them.

The Maintenance Specialist apprentice will be awarded the status of journeyman at 60 months, if all related training requirements set forth by the apprenticeship committee are completed, but will be allowed a total of 72 months to complete if necessary.

### **ARTICLE XXIII SAFETY**

Each apprentice shall be provided with initial indoctrination and instruction in safe practices and accident prevention.

Initial indoctrination shall include instructions relevant to pertinent Company safety provisions, reporting of accidents, and availability of first-aid and medical facilities.

The employer shall at all times comply to all applicable provisions of federal, state, and municipal safety, health, and sanitary codes for the health and safety of the apprentices engaged in the performance of the work defined in the schedule of work processes.

As an integral part of their training program, the apprenticeship supervisor and/or instructor shall provide training and instructions regarding safe work habits, safety equipment, and other safety devices to keep the apprentice informed of methods necessary to perform all phases of the work in a proper and safe manner.

### **ARTICLE XXIV OFFICIAL APPROVAL**

These standards shall be binding on the Company, Union, and apprentices and shall be approved officially by formal action of the Company and the Union, and shall not conflict with any existing or subsequent collective bargaining agreement between the Company and the Union. The Apprenticeship Agreement may be terminated by the Company at any time for cause. These standards of apprenticeship are made subject to the right of either the Union or the Company to discontinue the apprenticeship program at any time at which time these apprenticeship standards shall terminate automatically. In such cases the apprentice shall be handled in accordance with the provisions of the applicable collective bargaining agreement between the Company and the Union.

## **SCHEDULE OF WORK PROCESSES FOR APPRENTICE:**

Machine Repairman – Apprentice  
Maintenance Specialist – Apprentice  
Electrician – Apprentice  
Toolmaker – Apprentice

\* Breakdown of work process will be determined by the Joint Apprenticeship Committee so as to insure the apprentices are provided a well-rounded work experience based largely on the specific needs of the company but with consideration for what is considered typical for individuals in that craft within the industrial manufacturing industry. Schedule of related study courses will be determined by the Joint Apprenticeship Committee so as to provide the apprentices with the technical knowledge and learning skills to understand the principles upon which the facilities, equipment and processes they will be required to use and service are based. Also will provide skills to continue to learn as a journeyman and communicate effectively.

### **JOINT APPRENTICESHIP COMMITTEE:**

Ken Deal  
James Miller  
Chuck Applegate  
Dave Young  
Delmar "Keith" Criner  
Jim Weiler

## 2017

January							February							March							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7			1	2	3	4			1	2	3	4			
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	
29	30	31					26	27	28					26	27	28	29	30	31		
April							May							June							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1	1	2	3	4	5	6						1	2	3	
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30		
30																					
July							August							September							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1			1	2	3	4	5							1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30	
30	31													31							
October							November							December							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7			1	2	3	4	3	4	5	6	7	8	9		
8	9	10	11	12	13	14	5	6	7	8	9	10	11	10	11	12	13	14	15	16	
15	16	17	18	19	20	21	12	13	14	15	16	17	18	17	18	19	20	21	22	23	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	24	25	26	27	28	29	30	
29	30	31					26	27	28	29	30			31							

## 2018

January							February							March							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7					1	2	3						1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24	
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31	
April							May							June							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7			1	2	3	4	5							1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	
29	30						27	28	29	30	31			24	25	26	27	28	29	30	
July							August							September							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7					1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	9	10	11	12	13	14	15	
15	16	17	18	19	20	21	12	13	14	15	16	17	18	16	17	18	19	20	21	22	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	23	24	25	26	27	28	29	
29	30	31					26	27	28	29	30	31		30							
October							November							December							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7					1	2	3	2	3	4	5	6	7	8	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	9	10	11	12	13	14	15	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	16	17	18	19	20	21	22	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	23	24	25	26	27	28	29	
28	29	30	31				25	26	27	28	29	30		30	31						

## 2019

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2	3	4	5	6	7	8	9
6	7	8	9	10	11	12	3	4	5	6	7	8	9	10	11	12	13	14	15	16
13	14	15	16	17	18	19	10	11	12	13	14	15	16	17	18	19	20	21	22	23
20	21	22	23	24	25	26	17	18	19	20	21	22	23	24	25	26	27	28	29	30
27	28	29	30	31			24	25	26	27	28			31						
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6			1	2	3	4	2	3	4	5	6	7	8	
7	8	9	10	11	12	13	5	6	7	8	9	10	11	9	10	11	12	13	14	15
14	15	16	17	18	19	20	12	13	14	15	16	17	18	16	17	18	19	20	21	22
21	22	23	24	25	26	27	19	20	21	22	23	24	25	23	24	25	26	27	28	29
28	29	30					26	27	28	29	30	31		30						
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6			1	2	3		1	2	3	4	5	6	7	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5			1	2			1	2	3	4	5	6	7	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

## 2020

January							February							March							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4						1	1	2	3	4	5	6	7		
5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	15	16	17	18	19	20	21	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28	
26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31					
April							May							June							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4				1	2			1	2	3	4	5	6			
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					
												31									
July							August							September							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4			1	2	3	4			1	2	3	4	5		
5	6	7	8	9	10	11	5	6	7	8	9	10	11	6	7	8	9	10	11	12	
12	13	14	15	16	17	18	12	13	14	15	16	17	18	13	14	15	16	17	18	19	
19	20	21	22	23	24	25	19	20	21	22	23	24	25	20	21	22	23	24	25	26	
26	27	28	29	30	31		26	27	28	29	30	31		27	28	29	30				
October							November							December							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3			1	2	3	4	5			1	2	3	4	5	
4	5	6	7	8	9	10	6	7	8	9	10	11	12	13	6	7	8	9	10	11	12
11	12	13	14	15	16	17	13	14	15	16	17	18	19	20	13	14	15	16	17	18	19
18	19	20	21	22	23	24	20	21	22	23	24	25	26	27	20	21	22	23	24	25	26
25	26	27	28	29	30	31	27	28	29	30				27	28	29	30	31			

# 2021

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28							28	29	30	31			
31																				
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	2	3	4	5	6	7	8			1	2	3	4	5
4	5	6	7	8	9	10	9	10	11	12	13	14	15	6	7	8	9	10	11	12
11	12	13	14	15	16	17	16	17	18	19	20	21	22	13	14	15	16	17	18	19
18	19	20	21	22	23	24	23	24	25	26	27	28	29	20	21	22	23	24	25	26
25	26	27	28	29	30		30	31						27	28	29	30			
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2		1	2	3	4	5	6			1	2	3	4		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				



**RECEIVED**

**JUN 14 2018**

**OLMS CLEVELAND**  
**FILE**