

AGREEMENT

between

UNITED FURNITURE WORKERS INSURANCE FUND

UNITED FURNITURE WORKERS PENSION FUND A

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,
AFL-CIO, DISRICT 711
And its affiliated Local Lodge Number 735**

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AGREEMENT

This Agreement is made and entered into this 1st day of June, 2019 by and between the UNITED FURNITURE WORKERS INSURANCE FUND, and the UNITED FURNITURE WORKERS PENSION FUND A, (hereinafter known as the "Employer"), and INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, DISTRICT 711 and its affiliated LOCAL LODGE NUMBER 735 (hereinafter known as the "Union").

INTENT AND PURPOSE

Both parties being desirous of maintaining a harmonious relationship between themselves for the purpose of promoting the best interest and fraternal relations of the Union and the Funds and the purpose of defining their mutual rights and obligations, do agree as follows:

ARTICLE I - RECOGNITION

Section 1 - The Employer recognizes the Union as the sole and exclusive collective bargaining agent for and on behalf of all office clerical employees, excluding any supervisory employees with the authority to hire and fire or effectively recommend hiring and firing, and will bargain with the Union on all matters of wages, hours of work, and working conditions.

ARTICLE II - EMPLOYER RIGHTS

Section 1 - The Employer continues to maintain all the rights and prerogatives that the Employer had and has at the signing of this Agreement other than that which is modified or altered by this Agreement.

Section 2 - The Employer shall have the right to hire a total of three part-time workers. No part-time workers will work more than three months in one calendar year.

These employees shall not be covered by the Agreement and shall not belong to the Union. However, should such employee become a full-time employee immediately coincident with their period of part-time work, their seniority date will begin on the date they become a full-time employee.

All work presently being performed by bargaining unit personnel will remain bargaining unit work to the extent that it exists and the work needs to be performed.

ARTICLE III - NO DISCRIMINATION

Section 1 - The Employer will not discriminate against any employee regardless of race, color, creed, political beliefs, age, religion, sex or activity on behalf of the Union.

ARTICLE IV - UNION SECURITY, DUES CHECK-OFF AND MNPL CHECK-OFF

Section 1 - It is agreed all present office clerical employees not otherwise excluded shall become members of the Union within thirty (30) days after the date of this Agreement, and it is the condition

of continued employment under this Agreement that all employees covered by this Agreement and all employees hired in the future not otherwise excluded shall become members of the Union within thirty (30) days and shall remain members in good standing during the life of this Agreement.

It is understood that the foregoing provisions of this Section shall not be operative unless and until such times as any state or federal laws prohibiting the operation of such provision are either nullified or declared unconstitutional or are otherwise complied with.

Section 2 - The Employer agrees to deduct Union dues, initiation fees, and assessments, if any, on a weekly basis for all members of the Union upon receipt of a written authorization form from each employee who is to be checked off. The Employer shall remit such monies to the Financial Secretary of the Local Lodge each month together with a list of those employees for whom such deductions were checked off. If an employee did not receive wages for a week, which results in the dues not being checked off, the employer shall check off the appropriate dues in the next pay period where the employee is due wages, and shall remit that amount to the Local Lodge as an addition to the next month's remittance.

Section 3 - The Employer agrees to deduct weekly the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Machinists' Non-Partisan Political League. These deducted monies shall be transmitted monthly to the Treasurer of the

Machinists Non-Partisan Political League and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURES

Section 1 - A grievance shall be deemed to be an alleged violation of the terms or the application of the terms of this Agreement or any matter affecting the relations of the employees, the Union and the Employer.

Section 2 - There shall be a grievance procedure consisting of the following:

Step 1 - The aggrieved employee(s) shall with the aid of their Chief Steward present their grievance to their immediate Supervisor. The grievance must be presented orally to the immediate Supervisor within five (5) working days after the employee(s) know, or by reasonable diligence could have known, of the occurrence of the event prompting the alleged grievance or the grievances shall be deemed waived. The immediate Supervisor will give their answer to the employee(s) and Chief Steward within two (2) working days after the discussion. If the griever or the Union is not satisfied, then:

Step 2 - The aggrieved employee(s) and/or their Chief Steward shall put the grievance in writing and present it within three (3) working days after having received the answer from their immediate Supervisor to the Director or their designee(s). If not presented within such three (3) working days, the grievance

shall be deemed waived. A Step 2 meeting will be scheduled within five (5) working days of its presentation. At Step 2, the meeting will be held between the Union Grievance Committee consisting of the Chief Steward and the grievor, and if desired by the Union, an International Representative(s), and the appropriate representative(s) of the Employer. All Step 2 meetings will be held at a mutually agreed upon time during working hours. The Employer's representative shall within three (3) working days after the meeting give his reply on the grievance to the Local Lodge Chief Steward in writing.

Step 3 - If the Union is not satisfied with the answer received from the Employer after the Step 2 meeting, the Union shall within ten (10) working days inform the Employer that the grievance is being referred to arbitration. In addition, if the union is not satisfied with the answer received from the Employer after the Step 2 meeting, the Union or the Employer may request that a meeting be held between the Chairman of the Funds and the Business Agent of Local Lodge No. 735, IAM, AFL-CIO, at a mutually agreed upon time to both parties. If the Union fails to proceed to arbitration within thirty-one (31) calendar days after receiving the Employer's negative response after the Step 2 meeting, the grievance shall be deemed waived. Such arbitration shall be conducted by an arbitrator selected from a panel furnished by the Federal Mediation and Conciliation Service or any agreed upon arbitrator. The cost of such arbitration shall be borne equally by the Employer and

the Local Lodge No. 735, IAM, AFL-CIO, except that neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. No arbitrator shall have the right to change, add to, subtract from, or modify any terms of any written agreement existing between the parties. The decision by the arbitrator shall be reduced to writing and shall be final and binding on both parties.

Section 3 - If requested by the Union, a grievance on a discharged employee will move to Section 2, Step 2 of this Article immediately.

Section 4 - All periods of time shown above may be extended upon mutual agreement, in writing signed by both parties, except that the time limit for scheduling a Step 2 meeting shall be extended upon a written request by either party.

ARTICLE VI - SENIORITY

Section 1 - Employees shall acquire seniority upon completion of ninety (90) days from the date of hiring after which their seniority shall be as of the original date of hiring provided that the Employer has the unconditional right to discharge employees during the ninety (90) day period. The seniority of two or more employees hired on the same calendar day shall be determined by the higher sum total of the last four (4) digits of their Social Security Number with the employee with the higher sum total having the greater seniority.

Section 2 - All Employees covered by this Agreement shall be placed on a seniority list. The Local Lodge Chief Steward shall head the

seniority list during their term of office and shall be deemed to have more seniority than all other employees on the list in regard to layoff and recall after layoff, if they can do the work required. The union will select one Chief Steward for the Insurance and Pension Funds.

The Union will provide the Employer with a written list of the Local's Executive Board members and the Chief Steward and subsequent changes as they occur.

Section 3 - Employees covered by this Agreement will be given the first opportunity to apply for any openings with the Employer. It is the policy of the Employer to fill job openings from within where possible. When an opening occurs, there shall be a notice posted for three (3) working days. The notice shall contain the job title and rate of pay. The Employer will not run an ad in the newspaper or interview for job openings until a job has been posted for three (3) working days. The Employer will give consideration to the filling of such openings on the basis of seniority and ability to perform the work. In the event a test is given to determine ability for an opening, all applicants shall be required to take the test. Any test used will be designed to measure ability relative to the opening in question. In the event more than one employee passes the test, seniority shall prevail. Employees thus qualified will be transferred and will be given a reasonable trial period. If the employee's current wage is higher than the hiring rate of the job bid and won, their weekly rate will be adjusted to the maximum rate for that classification based on the date of the transfer. If the

employee fails to qualify, they shall be returned to their former job and former salary with full seniority. There shall be an orientation for all new employees.

The company agrees to make available a fifteen (15) minute time segment at the end of its current new employee orientation program for a self-contained IAM presentation to be presented by the Union Steward or his/her designee.

Tests given for job openings will be appropriate to the job classification and subject to review at the Local's discretion.

If there is a vacancy in the same job title as held by an employee, that employee may laterally bid, as per the contract, to that job when a vacancy develops, if the employee informs management in writing within ten (10) days of the signing of this contract, of the lateral jobs that the employee wishes to be considered for when and if they are vacant. This request to be on the selection list can only be made or renewed within the ten (10) day period following each anniversary date of this contract.

Section 4 - In the event of layoff, employees shall be laid off in accordance with seniority and ability to do the work. Recall shall be in reverse order of layoff. As long as a full-time employee is laid off, there will be no part-time employees working.

Section 5 - An employee about to be laid off shall receive a thirty (30) day notice.

Section 6 - Seniority rights shall be lost for any of the following reasons:

- (a) The employee quits

(b) The employee is discharged for just cause

(c) The employee has not worked for a period beyond twenty-four months for any reason unless the period of time is extended by the Employer.

Section 7 - The Employer will supply the Union with an up-to-date seniority list once every three (3) months upon request by the Local Lodge Chief Steward.

Section 8 - Employees may transfer laterally within their job title to open positions not to exceed one time in any twelve (12) month period.

Section 9 - Temporary transfers for any reason will not exceed ninety (90) days, except by mutual agreement. Management will not prohibit an employee from filling the temporary vacancy and obtaining a temporary wage adjustment.

ARTICLE VII - UNPAID LEAVES OF ABSENCE

Section 1 - Employees serving as delegates, attending training sessions, or handling other short-term Union business shall be granted Union Business leaves upon request by the Chief Steward of the Local Lodge. No more than two (2) employees will be allowed such leave at any one time, nor shall there be more than one (1) employee from any job title, except with approval by the Employer. The Employer agrees to release up to three (3) employees serving as delegates to the IAM International Convention and/or the Machinists Tennessee State Council Meetings held outside of Nashville, subject to no more than one (1) from each job title as above.

Section 2 - Long term leaves of absence shall be granted for the following purposes:

- (a) A permanent employee who enters the Armed Forces of the United States shall have the right to return to their former position at the prevailing rate of pay and with full seniority rights. An employee who serves reserve duty in the Armed Forces of the United States will be granted leave for such duty without forfeiting vacation time. Any such employee shall receive the difference between such reserve duty pay and their regular pay for a maximum of two (2) weeks per year.
- (b) Employees elected or appointed to the office of Business Agent or International Representative of the Union will be granted a leave of absence for the term of Union office or period of appointment.
- (c) Employees will be granted disability leave for a period of up to twenty-four (24) months, unless the period of time is extended by the Employer. If during this disability leave the employee accepts other employment, the leave will automatically terminate and the employee shall be considered to have quit.
- (d) Employees elected to political office will be granted a leave of absence for the term of such office.

Section 3 - A request for a leave of absence will be in writing and presented to the Employer through the Local Lodge Chief Steward.

The granting of such leave of absence will be in writing with a copy to the employee and a copy to the Local Lodge Chief Steward.

Section 4 - During a leave of absence, the employee's full seniority and job position will be guaranteed. Upon the employee's return to their job, they will receive the prevailing rate of pay for the job which shall be the salary they were earning immediately prior to going on leave plus all contractual raises that occurred during the leave.

Section 5 - The Employer may grant a personal leave of absence from three (3) days up to three (3) months to any permanent employee for good and sufficient reason(s) satisfactory to the Employer. Such leave shall not be unreasonably withheld. Such leave may be extended by mutual agreement of the Employer and the Union.

ARTICLE VIII - HOURS OF WORK

Section 1 - The work week shall consist of thirty-seven and one-half (37 ½) hours divided into five (5) weekdays of seven and one-half (7 ½) hours each.

The regular working day shall be seven and one-half (7 ½) hours between 8:15 a.m. and 4:45 p.m. There shall be a one (1) hour lunch period scheduled between 11:30 a.m. and 1:35 p.m. apportioned so that no more than one-half (1/2) of the staff is at lunch at any one time. The assigned lunch periods will be from 11:30 a.m. to 12:30 p.m. and from 12:35 p.m. to 1:35 p.m.

Section 2 - Overtime at the rate of time and one-half (1/2) shall be paid after thirty-seven and one-half (37 ½) hours in any five (5)

day work period and for work on Saturdays. Employees not completing thirty seven and one-half (37 ½) hours in a five (5) day work period will not be eligible for overtime, excluding time that has been charged. Overtime at the rate of double time shall be paid for all work performed on Sundays and holidays.

It is agreed that where the Employer's actions prevent an employee from completing thirty-seven and one-half (37 ½) hours of actual work in a five (5) day work period, overtime shall be computed on a daily basis. This does not include time lost due to the employee's actions.

Section 3 - Employees shall be granted a morning break of fifteen (15) minutes and an afternoon break of fifteen (15) minutes. One-half (1/2) of the employees in each department will take their break between 10:00 a.m. and 10:15 a.m. and the other one-half (1/2) will take their break between 10:30 a.m. and 10:45 a.m. The afternoon break of fifteen (15) minutes for all employees will be from 4:30 p.m. to 4:45 p.m.

Section 4 - Seniority shall prevail in selection of break times.

ARTICLE IX - PAID HOLIDAYS

Section 1 - The employee shall receive the following holidays with pay:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day
Day after Christmas Day
Employee's Birthday

Section 2 - The Employee's Birthday Holiday may be taken any time between the actual date of the employee's birthday and their next birthday, dependent upon seniority and the Employer's needs.

Section 3 - When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. When a holiday falls on a Sunday, the following Monday shall be considered a holiday. If a holiday falls during the employee's vacation period, the employee will receive an additional day's pay or the option of an extra day off with pay. If a holiday falls during an employee's bereavement leave, under Article XV, Section 1 of this Agreement, the employee shall receive an additional day's pay for the holiday.

If an employee takes an unscheduled sick day before or after a holiday, they will not be able to charge that day without proof of illness. Failure to provide documentation of illness shall result in disciplinary action.

Section 4 - If a holiday falls during an employee's first ninety (90) days of certified disability and they are eligible to receive a disability payment, the employee shall receive pay for the holiday in lieu of that day's disability benefit payment.

ARTICLE X - VACATIONS

Section 1 - Employees shall be granted annual vacations with pay in accordance with the following schedule:

1 to 2 years	= 1 week
2 to 4 years	= 2 weeks

4 to 10 years	= 3 weeks
10 to 15 years	= 4 weeks
15 to 20 years	= 5 weeks
20 years and over	= 6 weeks

Section 2 - Vacation entitlement for all employees shall be based on anniversary dates and not otherwise, except at the discretion of the Employer.

Section 3 - Vacation will be allocated according to seniority and the Employer's needs.

Section 4 - Employees shall not take more than two (2) weeks at one time unless mutually agreed between the Employer and the employee. A notice of at least one week must be provided for vacation time of five or more days. At the end of each employee's anniversary date, any employee who has not used their past year's accrued vacation time will have the option to (1) be paid for such unused vacation time up to a maximum of ten (10) days, and/or (2) carryover vacation time of up to five (5) days to a vacation bank per year. Either option must be exercised in writing two weeks prior to their anniversary date. Once vacation time has been carried over, the employee forfeits the right to cash out on "banked" vacation days. If an active employee dies prior to using any or all of their vacation entitlement for that year, the cash value of their unused entitlement will be paid to their listed beneficiary, if any, or to their estate.

Section 5 - Employees who quit or tender resignation without proper two (2) weeks' notice shall forfeit accrued vacation pay.

Section 6 - When an employee is reimbursed accrued paid vacation time, this shall be "bonus in lieu of wages" and shall not be considered in calculating fringe benefits, such as pension, insurance, etc.

ARTICLE XI - PERFECT ATTENDANCE

Section 1 - An employee who has two consecutive calendar months of perfect attendance with no time docked, except for approved unpaid union leave as per Article VII, Section 1, and no time charged, except for vacation of no less than five (5) consecutive vacation days, shall receive one and one-half (1½) full day's pay, provided they have completed their probationary period. The one and one-half (1½) day's pay should be paid within the following two (2) pay periods.

ARTICLE XII - INSURANCE AND PENSION

Section 1 - All employees shall receive the United Furniture Workers Insurance Fund, United Furniture Workers Pension Fund A and United Furniture Workers Employees Pension Fund programs presently provided. Upon completion of the employee's probationary period, contributions to the Insurance Fund will begin. The monthly contribution rates for all employees will be:

<u>Effective Dates:</u>	<u>Single</u>	<u>Employee +1</u>	<u>Family</u>
June 1, 2019 - May 31, 2020	\$1,311.00	\$2,124.00	\$2,734.00
June 1, 2020 - May 31, 2021	\$1,373.00	\$2,224.00	\$2,863.00
June 1, 2021 - May 31, 2022	\$1,437.00	\$2,329.00	\$2,997.00

Effective June 1, 2019, the employees eligible for insurance coverage will contribute the following amounts on a weekly basis, in accordance with their type of coverage, to be deducted from their payroll check.

Single: \$25 per week Employee+1: \$40 per week Family: \$55 per week

The employer will make the following contributions to the UFW Pension Fund A and UFW Employees Pension Fund on behalf of employees upon completion of their probationary period.

UFW Pension Fund A	3%	of gross wages
UFW Employees Pension Fund	10%	of gross wages

Section 2 - The Funds will require an employee to begin paying their insurance contributions after they are out on an approved disability leave for eight weeks.

ARTICLE XIII - WAGES

Section 1 - Effective June 1, 2019, there shall be an across-the-board increase of twenty-five dollars (\$25) per week for all employees. Effective June 1, 2020, there shall be an across-the-board increase of twenty dollars (\$20) per week for all employees. Effective June 1, 2021, there shall be an across-the-board increase of fifteen dollars (\$15) per week for all employees covered by this Agreement.

ARTICLE XIV - PAID SICK DAYS

Section 1 - Effective January 1st of every year, all employees will receive a sick day bank of four (4) days, provided they have

completed their probationary period. Effective May 1st through December 31st of every year thereafter, an employee will accrue one (1) sick day per month, provided they have completed their probationary period. When a new employee completes their probationary period, they will receive one (1) sick day per month retroactive to their date of hire.

At the end of each calendar year, the employees who have not used their past year's accrued sick leave will have the option to be paid for such unused sick leave up to a maximum of twelve (12) days in any calendar year. This option must be exercised in writing prior to January 15th following the year of accrual. Payment will be based on the employee's regular salary in effect at that time. In the event of separation during the accrual year, for any reason except retirement, there shall be no payment made under this option.

If this option for paid accrued sick days is not exercised, such accrued sick days may continue to be added to the banked sick days, up to an accumulative maximum of forty-two (42) banked sick days at any December 31st.

All sick days taken during any calendar year will first be deducted from the sick days accrued at the time of such sickness. Banked sick days may then be applied to periods of sickness exceeding the actual sick days accrued. However, all sick days taken either accrued or banked will be deducted from the cash option available at the end of each calendar year.

Section 2 - When an employee is reimbursed accrued paid sick leave, this shall be "bonus in lieu of wages" and shall not be considered

in calculating fringe benefits, such as pension, insurance, etc. Employees eligible for and who actually retire shall receive a day's pay for each day of accumulated unused sick leave up to a maximum of forty-two (42) days.

Section 3 - Employees on sick leave shall be required to produce medical evidence if requested. The Employer may require medical examination of an employee on sick leave by the Employer's physician at no cost to the employee for such examination.

ARTICLE XV - BEREAVEMENT AND JURY DUTY

Section 1 - A paid leave of absence for five (5) days is allowed for bereavement for the death of an employee's parent, child, spouse, sibling, step parent and step child.

A leave of absence for three (3) days shall be allowed for bereavement with pay for the death of an employee's mother-in-law, father-in-law, grandparent, grandchild, son-in-law and daughter-in-law.

A leave of absence of three (3) days will be granted with pay for bereavement for the death of an employee's unborn child.

If a holiday falls during a bereavement period, the employee shall receive either an additional day off with pay or the holiday pay.

Section 2 - An employee who is absent from work in order to perform jury duty or jury examination in response to a Summons, shall be paid the difference between what he receives as compensation for such jury service, if any, and what he would have earned working his

regular hours. Employees must present written evidence of the amount received, if any, signed by an official of the court to verify the employee's compensation and the time the employee was released from jury service.

ARTICLE XVI - DISMISSALS

Section 1 - The Employer shall retain the right to discharge employees who have completed their probationary period for just cause subject to the right of the Union to process a grievance up to and including arbitration.

ARTICLE XVII - SEVERANCE PAY

Section 1 - An employee whose employment is terminated for retirement or medical reasons or who quits with the proper two (2) weeks' notice, shall receive on a pro-rata basis one (1) week's wages if employed for a period of five (5) years; two (2) weeks' wages if employed for a period of ten (10) years. Those employed more than ten (10) years shall receive one (1) week's additional wages for each year over ten (10) years of employment with a maximum of six (6) weeks' total severance pay. Employees with a minimum of 10 years of employment or more will receive an additional four (4) weeks' severance pay in the event that they lose their job because the business closes.

ARTICLE XVIII - GENERAL

Section 1 - It is agreed that no employee shall have any of their benefits presently being paid reduced by reason of this contract other than that which is modified or altered by this Agreement.

Section 2 - Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree by court or competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, they shall remain in full force and effect.

Section 3 - The Employer agrees to provide a safe and healthy work environment for all employees. The Employer further agrees to comply with all local, state and federal health and safety laws and regulations.

ARTICLE XIX - DURATION OF RENEWAL

Section 1 - This Agreement shall become effective as of June 1, 2019 and shall remain in force and effect through 11:59 p.m., May 31, 2022.

Section 2 - Negotiations for renewal, modification, or extension of this Agreement may be instituted for either party prior to the sixty (60) days immediately prior to the expiration date. If the agreement is not reached upon the date this Agreement expires, the terms of this Agreement shall continue if effective thereafter until either party gives to the other written notice of termination.

LOCAL LODGE NO. 735 OF THE
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO, DISTRICT
711

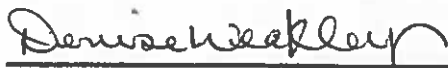
UNITED FURNITURE WORKERS
INSURANCE FUND AND UNITED
FURNITURE WORKERS PENSION
FUND A



~~Mike Lee~~ Bill Benson
Business Representative



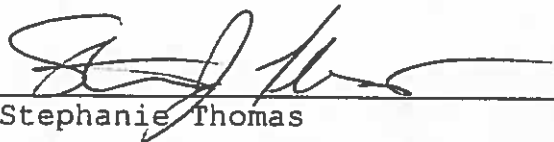
Harry Bort
Chairman



Denise Weakley
Local Lodge Chief Steward



Dee Anne Walker
Secretary-Treasurer/Director



Stephanie Thomas

APPENDIX A

JOB TITLE WAGE EQUALIZATION SYSTEM

INSURANCE AND PENSION FUNDS:

	Hiring Rate	Maximum Rate 6/1/19	Maximum Rate 6/1/20	Maximum Rate 6/1/21
CLAIMS EXAMINERS	\$635.00	\$815.00	\$835.00	\$850.00
AUDIT EXAMINER	\$645.00	\$825.00	\$845.00	\$860.00
CLERKS	\$490.00	\$730.00	\$750.00	\$765.00
PDM CLERK	\$495.00	\$735.00	\$755.00	\$770.00
BOOKKEEPING CLERKS	\$600.00	\$745.00	\$765.00	\$780.00
MAIL ROOM CLERK (prior to 6/1/16)	\$395.00	\$800.00	\$820.00	\$835.00
MAIL ROOM CLERK (hired on or after 6/1/16)	\$525.00	\$765.00	\$785.00	\$800.00

The above Job Title Wage Equalization System will operate as follows:

1. Hiring rate at the discretion of management shall remain the same during the entire term of the contract, but in no event shall be lowered, and neither shall the **maximum** rate be lowered for anyone.
2. New employees shall be hired at the hiring rate and shall receive a \$25.00 increase at the end of their probation period plus all contract raises and \$20.00 raises every six (6) months until they reach the **maximum rate for their classification**. If an employee is transferred to a new job classification, they will receive increases in accordance with the procedure followed by new employees.

For any employee hired on or after June 1, 2019, their rates of pay will not exceed the contract maximum rates and contract raises.

No merit raises will be received during the life of this Agreement. Any new job title not covered by this Agreement will be placed on the Board for purpose of bidding.

APPENDIX B

DESCRIPTION OF JOB TITLES

<u>Claims Examiner:</u>	Checking eligibility and processing all claims for payment.
<u>Audit Claims Examiner:</u>	Auditing files, checking eligibility and processing all claims for payment.
<u>Clerk:</u>	Covering all clerical areas as needed.
<u>PDM Clerk:</u>	Ordering prescription drug cards and covering all clerical areas as needed.
<u>Mail Room Clerk:</u>	Covering mail room, answering phones and wherever needed.
<u>Bookkeeping Clerk:</u>	Perform all bookkeeping tasks, data entry functions, and record keeping necessary for all files and records for the Funds.

LATENESS AND ABSENCE RULES

EFFECTIVE JUNE 1, 2019

- A. Employees who are absent on paid time shall be automatically excused from this procedure. No documentation will be required for employees who are absent on paid time. However, if an employee on a consistent basis does not prearrange their time off, management reserves the right to require documentation for future absences.
- B. (1) Paid time is paid holidays, paid vacation, paid sick leave, paid bereavement leave, paid jury duty, and time paid due to contractual obligations.
- (2) Contractual unpaid leaves of absence shall also be considered automatically excused from this procedure.
- (3) There will be a grace period at the start of the workday and/or end of the lunch period only of ten (10) minutes total per payroll period. All time after ten (10) minutes will be docked.
- (4) An employee who is unable to report to work due to ice or snow, which causes extremely hazardous road conditions must charge their time to sick time or vacation time. If there is no time on the books, they may be docked.
- C. (1) Lateness shall be considered as time cards punched after regular starting time and after the end of regular lunch time.
- (2) Unscheduled time card punching shall be considered as time cards punched prior to regular lunch time, prior to regular

quitting time or leaving and coming back during the course of the workday.

(a) Any lateness or unscheduled time card punching of less than one (1) hour will result in docked time not charged to any account.

(b) Any lateness or unscheduled time card punching of more than one (1) hour may be charged to sick time or vacation time of no less than one (1) hour.

(c) No time over one (1) hour for any unpaid leave will be docked until all time on the books has been used.

D. Employees must notify management within fifteen (15) minutes after starting time when they are going to be late or absent. Reason for absence or lateness must be stated at the time of notification. Any employee calling to report that they will be late must provide the approximate time of their arrival.

E. Lateness or unscheduled time card punching can be charged to sick time or vacation time of no less than one (1) hour.

F. The Employer shall have the right to verify any reason given for lateness or absence. **If an employee brings in documentation to be excused for docked time, the documentation must be on business or professional letterhead that includes the telephone number.** Falsification shall be addressed by disciplinary action.

G. Sick time for reasons other than above cannot be charged for less than one (1) hour.

- H. Appointments must be charged to sick time or vacation time of no less than one (1) hour. If the employee has no time on the books, the employee may be docked.
- I. The above-mentioned use of sick time or vacation time must be prearranged through and authorized by Management and is at the full discretion of Management, but will not be unreasonably withheld. Each employee must fill out an Absentee Form in duplicate when requesting time off work. A Supervisor in their department will have a designated tray in their office for the Absentee Form. The Supervisor will mark the Form approving or denying the request for time off work and return it to the employee in a timely manner. If an employee is planning to take time off for personal business, etc., during the week, they must submit their Absentee Form in the designated tray on the Monday of the week they plan to take the time off. If an employee is planning to take time off for personal business on a Monday, they must submit their Absentee Form in the designated tray no later than Friday of the prior week.
- J. Lateness or unscheduled time card punching caused by sudden illness or injury of the employee or a member of their family that can be charged to vacation time, sick time or docked time, cannot, of course, be prearranged.
- K. Any employee who must appear in court as a result of being Summned or Subpoenaed shall be excused and will not be subject to disciplinary action. The employee may use vacation time or sick time of no less than one (1) hour, or may choose to be

docked. A Summons or Subpoena will only be considered if it is an official document signed by a court clerk or judge, or if signed by an attorney, it should be notarized and shall be presented to Management in advance of the court appearance. This is limited to three (3) different days in a twelve (12) month period.

- L. If there is a reason that an employee wishes to change their regular lunch time, they can only do so with advance permission from a Supervisor.
- M. It is understood that Management may adjust anyone's starting time, lunch time or quitting time, in order to properly service our members.
- N. Management has the right to issue disciplinary actions according to the disciplinary criteria when violations have been reached.

APPROPRIATE OFFICE PROCEDURES

I. TIME CARDS AND TIME CARD PUNCHING

- A. Each employee is responsible for their own time card.
- B. No employee may punch another employee's time card.
- C. Anytime an employee is found punching another employee's time card, it will result in the immediate dismissal of both employees.

If an employee punches the time card of another employee by mistake, the matter should be brought to the attention of a supervisor immediately.

Each employee will be responsible to punch in and out at the appropriate time.

No employee shall leave the building after they have punched in. This includes during break times.

- D. Lunch periods are between 11:30 a.m. and 12:30 p.m., or 12:35 p.m. and 1:35 p.m. Employees are expected to be at their work station at the appropriate starting times, and remain at their work stations until the appropriate quitting time.

There will be no roaming or visiting during working hours. Visiting can take place during break or lunch time.

Employees must punch their time cards at the end of their appropriate lunch period (12:30 p.m. or 1:35 p.m.), regardless of what time they punched out to start their lunch period. An employee punching in after the conclusion of their lunch period shall be considered late.

Management understands that there are certain jobs that might require an employee to work into their lunch hour, because of an extended telephone conversation, special assignment, etc., which would make them start their lunch hour late. If this occurs, the employee may punch out later and come back later. The employee must notify a Supervisor of the circumstances.

II. LATENESS AND ABSENCE RULES

- A. For these rules, refer to the Lateness and Absence Rules effective June 1, 2019.
- B. Anyone who misses work time for any reason must complete an "Absent from Work" form, even if the lost time cannot be charged.

III. BREAK TIMES

- A. The fifteen minutes morning break times are 10:00 a.m. to 10:15 a.m., and 10:30 a.m. to 10:45 a.m. The afternoon break time for all employees will be 4:30 p.m. to 4:45 p.m.
- B. No employee should start their break before the appropriate starting time. All breaks should conclude at the end of the fifteen minutes. In the event of special circumstances, an employee may be asked by Management to take a different break period.

IV. PERSONAL TELEPHONE CALLS, FAX MACHINE USAGE AND INTERNET USAGE

- A. No employee shall have the right to make any personal long distance telephone calls. If an extreme emergency situation arises, the employee must contact Management for permission.
- B. Employees should keep calls to a three-minute maximum. Any employee who abuses the system will receive "emergency only" calls. If an employee needs to make an emergency call, their immediate Supervisor must be notified prior to making such a call.
- C. Employees are not allowed to use the fax machine for personal business unless they request permission from the Director's Office or their Supervisor.
- D. Employees are not allowed to access the internet for personal business from their personal computer or hand held device during working hours unless they request permission from their Supervisor.

V. FOOD ON PREMISES

- A. Full meals will be eaten in the lunchroom, not at an employee's work station.
- B. Snacks, candies, non-alcoholic beverages may be kept in an employee's work station.
- C. Eating in the lunchroom should be at the appropriate break or lunch time.
- D. The stove has been provided for everyone's use. Do not cook full meals. Please keep the stove clean.
- E. The refrigerator has been provided for everyone's use. Do not leave food in it for a long period of time. Please keep the

refrigerator clean. When it is cleaned, all food will be discarded.

VI. OFFICE ATTIRE

- A. All employees are expected to wear appropriate office attire Monday through Thursday.
- B. Proper office attire does not include blue jeans, t-shirts, sweat suits, sweat shirts, shirts exposing the abdomen or back, mini-skirts, skorts, shorts, and tennis shoes. However, employees in the "Clerk" Job Classification will be allowed to wear all white tennis shoes.
- C. Friday will be a casual dress day.

VII. ELECTRICAL EQUIPMENT

- A. During working hours, no employee will be permitted to have in use any type of audio equipment.
- B. No personal electrical appliances should be left unattended, and should be used only during non-working hours, unless approved by management.
- C. No employee will be allowed to wear a beeper or use a cell phone, including text messaging and accessing the internet, during work hours.

VIII. USE OF INTOXICANTS

- A. It is prohibited to use alcohol, intoxicants or drugs during working hours.

IX. HONESTY

- A. Management believes that all employees are dedicated and honest. However, if an employee is caught stealing from the Funds or another employee, said employee will be subject to immediate dismissal.

X. DISCIPLINARY ACTION

- A. Management shall have the right to write reasonable rules. There shall be a progressive disciplinary action system which may include a verbal warning, written reprimands, suspension and discharge, depending on the severity or frequency of the offense. Disciplinary action will be issued only for just and sufficient cause. A Union representative shall be present at all disciplinary action hearings.

DISCIPLINARY ACTIONS

Circumstances leading to discipline of an employee.

1. Failure of the employee to call in within fifteen minutes after starting time of an absence or lateness.
2. Coming in late more than two times, that is in excess of the ten minute grace period, without legitimate documentation.
3. Documented inability or refusal to perform job tasks appropriate to an employee's classification.
4. Falsification of absence or lateness documentation.
5. Violation of Office Procedures.

The following system will determine the discipline to be rendered.

1. When an employee experiences any of the above two times, they will receive a verbal warning.
2. When an employee experiences any of the above three times, they will receive a written reprimand.
3. When an employee experiences any of the above four times, they will be suspended for three days.
4. When an employee experiences any of the above five times, they will be suspended for five days, or the employee will have the option to resign. If the employee chooses to resign, we will provide their work history only to any inquiring employer.
5. When an employee experiences any of the above six times, they will be discharged.

ANY DISCIPLINARY ACTION MORE THAN ONE YEAR OLD WILL BE REMOVED FROM THE EMPLOYEE'S RECORD.

VIOLENCE OR THREATS OF VIOLENCE WILL BE SUBJECT TO IMMEDIATE DISMISSAL.

ALL EMPLOYEES WILL HAVE THEIR LATENESSES REMOVED FROM THEIR ATTENDANCE RECORDS, EFFECTIVE JUNE 1, 2019.