

AGREEMENT BETWEEN
JOHNSON & TOWERS, INC.
AND
OFFICE AND PROFESSIONAL
EMPLOYEES' INTERNATIONAL UNION
AFL-CIO, LOCAL 32
April 12, 2018 – April 11, 2022

TABLE OF CONTENTS

ARTICLE 1- INTRODUCTION.....1

ARTICLE 2 – MANAGEMENT RIGHTS.....2

ARTICLE 3 – WAGES.....2

ARTICLE 4- 401K PLAN AND THRIFT SAVINGS PLAN.....3

ARTICLE 5- SHIFT DIFFERENTIAL3

ARTICLE 6- TRAINING PROGRAMS..... 4

ARTICLE 7- PREMIUM PAY.....5

ARTICLE 8- CALL IN PAY AND ON CALL7

ARTICLE 9- HOLIDAYS.....9

ARTICLE 10- VACATIONS.....10

ARTICLE 11-LEAVES..... 11

ARTICLE 12- ACCIDENT, HEALTH AND LIFE INSURANCE.....12

ARTICLE 13- SAFETY AND HEALTH.....14

ARTICLE 14- DRUG TESTING.....15

ARTICLE 15- SICK LEAVE.....16

ARTICLE 16- GRIEVANCE PROCEDURE.....16

ARTICLE 17- SENIORITY.....18

CLASSIFICATIONS.....20

ARTICLE 18- NO DISCRIMINATION.....22

ARTICLE 19- NO STRIKE22

ARTICLE 20- CHANGES TO CONTRACT.....	22
ARTICLE 21- SUBTRACTING.....	22
ARTICLE 22- LIE DETECTOR TEST.....	23
ARTICLE 23- TOOLS AND EQUIPMENT.....	23
ARTICLE 24- PROMOTIONS AND TRANSFERS.....	24
ARTICLE 25- GENERAL.....	25
ARTICLE 26- EMPLOYEE EVALUATIONS.....	26
ARTICLE 27-SHOP STEWARDS.....	27
ARTICLE 28- UNION SECURITY.....	27
ARTICLE 29- DUES CHECKOFF.....	28
ARTICLE 30- TERMINATION.....	28
TRAINING, CERTIFICATIONS AND GUILDS.....	30
EXHIBIT A- WAGE SCALES.....	33
EXHIBIT B- PERSONNEL CLASSIFICATIONS	36
EXHIBIT D- DRUG AND ALCOHOL PROGRAM.....	52

AGREEMENT

THIS AGREEMENT made and entered into this 12th day of April, 2018, effective the 11th day of April 2022 except as otherwise specified, between JOHNSON & TOWERS, INC., hereinafter called "Company" and Local 32, OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION, hereinafter called "Union".

WITNESSETH:

WHEREAS, the parties hereto desire to regulate relations between the parties with a view to securing harmonious cooperation thereby averting interruption with the Company's service;

NOW, therefore, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

ARTICLE 1 - RECOGNITION

Section. 1.

The Company hereby recognizes the Union as the sole and exclusive bargaining representative of all regular full-time Modification, Parts, Service and Transmission employees (of the type heretofore represented), at its two present locations, i.e., Mt. Laurel, New Jersey and Egg Harbor Township, New Jersey.

Section. 2.

Part-time employees are not covered by this Agreement and shall not receive any benefits hereunder. Any employee who works 32 or more hours per week for four or more consecutive weeks within a calendar year shall be considered a regular full-time employee subject to the provisions of the Agreement. Part-time employees shall not be used to fill a regular full-time position.

Section. 3.

The provisions of this contract shall not apply to any employee working pursuant to a school related cooperative program.

Supervisors, guards and clerical employees are not covered by this Agreement.

Section. 4.

An employee shall complete his probationary period after ninety (90) calendar days as a regular full-time employee for the Company. If the probationary period is interrupted by accident or illness, or management determines that additional time on probation is needed to properly

evaluate an employee, the Company may extend the probationary period for such time as is agreed with the Union. At any time during an employee's probationary period an employee may be suspended or discharged by the Company for any reason and such suspension or discharge shall not be subject to the Grievance and/or Arbitration Provisions of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

A. The management of the Company and the direction of the working force is vested exclusively in the Company, including, but not limited to, the right to schedule work, to assign work and working hours to employees, to establish reasonable quality and production standards as determined by the Company, by Detroit Diesel, by Allison and by any other applicable manufacturer, and, to utilize the most efficient means of production, to institute, extend or eliminate reasonable incentive pay programs, to require from every employee efficient utilization of his service, to formulate and enforce plant rules and regulations, to hire, suspend, promote, demote, transfer, layoff or discharge for just cause or economic or disciplinary reasons (based on disciplinary record over the preceding twenty-four months), to install and maintain the most efficient machinery and equipment, to judge skill and ability, and to create, eliminate or consolidate job classifications. The Company has the right to change the work hours at any given time. The foregoing is subject to and limited by application of the other provisions of this contract.

B. Written warnings shall be presented to affected employees within seven (7) working days of the Service or Parts Manager's knowledge of a disciplinary occurrence. In disciplinary matters related to attendance, the seven (7) working days shall run from the day that time cards are turned in for the work week.

ARTICLE 3 - WAGES

A. Effective Friday, April 13th, 2018, there shall be a seven-five cent (\$.75) increase per hour for employees represented by the Union.

B. Effective the first Thursday on or after April 13, 2019, there shall be a sixty-five cent (\$.65) increase per hour for each employee represented by the Union.

C. Effective the first Thursday on or after April 13, 2020, there shall be a sixty-five cent (\$.65) increase per hour for each employee represented by the Union.

D. Effective the first Thursday on or after April 13, 2021, there shall be a seventy-cent (\$.70) increase per hour for each employee represented by the Union.

See Attached Wage Scale and Job Classifications (General Information), Exhibits "A-1," A-2" and "B".

ARTICLE 4 - 401 (K) PLAN AND THRIFT SAVING PLAN

Section 1.

The Company will contribute to the 401(k) account established for bargaining unit employees, effective 4/1/11, for each bargaining unit with at least one (1) full year of continuous service prior to 3/31/11, 70% of the amount contributed by the employee up to a maximum employee contribution of 4% of the employee's gross wages.

ARTICLE 5 – SHIFT DIFFERENTIAL

Section 1.

A differential of two dollars (\$2.00) per hour shall be paid to regular full time employees who work the entire second shift (starting at Noon (12:00 PM) or later) or the entire third shift (starting at 8:00 PM or later). An employee temporarily “borrowed” to another shift will continue to receive the shift differential (if any) applicable on his regular shift.

Section 2.

All holiday pay for second and/or third shift workers shall be computed with the applicable shift differential set forth in Section 1 included in the straight time hourly rate of pay.

Section 3.

First shift work shall be offered according to seniority, depending upon the employee's present ability to perform the available work.

Any employee hired to work the second and/or third shifts shall be required to remain on that shift until such time as a day shift opening occurs for which the employee is qualified.

Section 4.

Notice of any established shift change shall be given to the affected employees at least ten (10) working days prior to the change. The Company will endeavor to provide a one (1) month advance notice of any such change whenever practical.

ARTICLE 6- TRAINING PROGRAMS

Section 1.

Selection of individual employees to participate in training programs will be made by a four person Labor Management Committee consisting of the Company's Operations Manager and respective branch service manager one union representative from Mt. Laurel and one union representative from Egg Harbor Township. Should the Committee disagree as to which employees should participate in training programs, the Company's Chief Financial Officer and a representative of Local 32 will meet with the Committee, but the final decision shall be made by the CFO based on the employee's need for that specific training in order to remain in his current classification or be eligible for promotion to the next classification, seniority, skill and ability, performance, initiative and general employment record, including attendance. Exercise of statutory rights such as FMLA and workers' compensation will not be held against an employee in terms of his prior record.

Section 2.

Existing employees who need training to achieve guilds to maintain current classifications will be given priority (after those already scheduled for training).

Section 3.

Except as may be required by law, and notwithstanding any other provisions of this Agreement, employees traveling to or from training sites will be scheduled so that no pay for travel time on weekends and no overtime pay for travel of weekdays will be incurred. No contractual premiums will apply to travel to or from training.

Section 4.

An employee hired after June 29, 2004 who resigns his employment with the Company (but who does not retire) within 24 months after the completion of a training program (other than on the job training) that is presented, sponsored or paid for by Johnson & Towers shall repay the Company the enrollment fee and costs charged for each participant attending the program. New employees shall be advised of this provision at the time of hire.

Section. 5.

The Company will provide in house training from vendors to enable all mechanics to work on all product lines.

ARTICLE 7- PREMIUM PAY

Section 1.

Time and one half shall be paid for all hours in excess of 40 hours. Available sick and/or vacation will be applied to the normal work week to fulfill the normal 40 hour work week in 4 or 8 hour increments. If no sick or vacation is available, hours worked will be totaled and OT will be paid for hours worked over 40 hours.

Section 2.

Time and one-half shall be paid for all hours actually worked on Saturday unless this is a scheduled day. New hires only.

Section 3.

Preference for Tuesday through Saturday schedules will be handled the same as shift selection. New Hires only- Current PM techs grandfathered in. This Section excludes road journeymen.

Section 4.

Double time shall be paid for all hours actually worked on Sunday. Any work performed on a holiday shall be paid at a double time rate plus the straight time pay for the day.

Section 5.

Overtime, when applicable, will be offered to the employee working on the job. If, for some reason, the employee working on the job does not take the overtime, then the department (field service, engine service, transmission service, parts) manager or supervisor of that particular department will offer the overtime down the seniority list. It is up to that particular committeeman representing the area to keep a listing of the overtime. This will continue on a rotating basis in order to allow all employees overtime. The supervisor or department manager has the discretion as to the employee's qualifications for each job. When employees are borrowed in other departments, it is the department supervisor who chooses the employee that is needed. Any overtime opportunities in work for which an employee has been borrowed shall be offered first to that borrowed employee. If the borrowed employee declines the overtime, then it shall be offered in seniority order in accordance with the provisions of this Agreement to all employees in the department in which the work exists who have the present ability and are available to perform the work as determined by the Company. If an insufficient number of Employees is obtained as the result of the above offers, the required overtime shall be assigned based on inverse seniority of such qualified Employees within the Department/Classification requiring the overtime.

Section. 6.

- a. No employee shall be required to work in excess of 12 consecutive hours. Any employee required to work in excess of 12 hours on an 8 hour shift, or 14 hours on a 10 hour shift shall receive an extra paid 15 minutes of break time.
- b. It is agreed between the parties that the Company will attempt, wherever possible, to provide twenty-four (24) hours' notice to employees scheduled for overtime. Further, it is not the Company's intent to unnecessarily inconvenience an employee with unscheduled overtime.
- c. When mechanics are working after normal working hours there will be parts personnel available for a sufficient amount of time to pull foreseeable parts necessary for the mechanics to complete their work.

Section. 7.

Employees required to be out of town overnight to work shall receive a differential of twenty-five cents (\$.25) per hour for all hours actually worked. If an Employee is required to be away on a weekend to work and no work is available, such employee shall receive a flat amount of \$25.00 per weekend day. This Section is not applicable to time involved with training classes.

Section. 8.

- a. Selection - The Company may from time-to-time as it deems necessary establish Lead Person positions. The Company may, at any time, revoke the designation of Lead Person as to any specific employee and/or, at its election, operate without a Lead Person. An employee may refuse to be a Lead Person, without prejudice.
- b. Qualifications - A Lead Person must have good product knowledge, must be capable of assigning daily work assignments, must keep the foreman informed of work problems in the department, and must have leadership qualities and set a good work example for other employees, including maintaining a good disciplinary record. The Position of Lead Person is appointed by management.
- c. Compensation - All employees performing lead work shall receive \$.70 per hour differential. Effective June 30, 2004 a lead person who regularly works without a foreman in the building will receive a \$1.00 per hour differential (rather than the \$.70 per hour differential).

- d. Responsibilities - A Lead Person must assist in training of employees, carry out management directives with respect to quality, scheduling and job assignments in close cooperation with management and within defined limits set by a supervisor, and must keep the foreman informed of work problems in the department. In the absence of a supervisor, an employee who questions the instructions of Lead Person will follow the Lead Person's instructions until the Lead Person is able to arrange for the presence of a supervisor to review the situation, which will be done as expeditiously as possible under the circumstances. The determination of whether an employee is a lead person or a foreman is based on his actual responsibilities, and not on a set ratio.

Section. 9.

At the Company's option, it may either supply a vehicle or request an employee to use his vehicle, in which latter case the Company will reimburse the mileage allowance at the IRS rate.

Section. 10.

Employees required to report to another branch due to lack of work at their home branch or in order to fill in for an employee who is disabled or on vacation shall receive a mileage allowance at the IRS rate for commuting between branches, unless driving a Company vehicle.

ARTICLE 8 - CALL IN PAY AND ON CALL

Section 1.

- A minimum of four (4) hours pay shall be paid to each employee who is called in to work before or after his normal work period at the applicable rate each time the employee is called in from off-duty status. A minimum of four (4) hours work must be collected from the customer.

- This four (4) hour provision does not pertain if the call into work immediately precedes or follows the employee's regularly scheduled shift with no interruption (other than time off to eat).

- This four (4) hour guarantee does not pertain to overtime that results from starting a shift early or continuing to work beyond the normal quitting time of a shift.

Section 2.

- (a) The Company shall maintain a separate On-Highway and Marine Rotation schedule for On Call repairs. The Marine Rotation List shall be comprised of Egg Harbor based Marine technicians.

- i. On-Highway is a blend of both Mt Laurel and Egg Harbor technicians. Need minimum of 3.
 - ii. Start voluntary.
 - iii. If not able to fill voluntarily, Company has right to assign Qualified Technicians by seniority by October 1st 2018
- (b) On-Highway Technicians responsibilities (Initial Process)
 - i. Road Call Manager fields first call from Answering Service
 - ii. RCM screens and give minimum pricing.
 - iii. RCM checks list for billable accounts.
 - iv. RCM contacts on call technician on his cell phone and dispatches to breakdown.
- (c) On Highway Technicians responsibilities (once Company validates that more than half calls are from regular billable customers)
 - i. Technician fields first call from Answering Service on his cell phone.
 - ii. Technicians screens and gives minimum pricing.
 - iii. If customer is not on list, Technician contacts Road Call Manager to check customer credit, secure credit card or Com - Check payment.
- (d) Notwithstanding anything else in this Agreement to the contrary, the Company shall maintain a rotation list for qualified Generator Department personnel to be called out as per the established list. The Generator Department on-call system will be administered on a combined rotation for both branches (Mt. Laurel and Egg Harbor Township). A Generator Department employee who is on call, and who is called out, must respond to the call within thirty (30) minutes and must be on route to the location within sixty (60) minutes of the Company's initial call. The Company will use a verifiable instrument to contact the employee and must call all available numbers (home phone, cell phone, etc). Employees who fail to meet these time limits without reasonable excuse will be subject to progressive discipline.

Section 3.

- (a) On Call will be on a rotating basis with each road technician taking one (1) week at a time. (Friday to Friday).
- (b) Should a road tech not be able to cover his On Call assignment, it is his responsibility to find a replacement and to notify the on duty supervisor for that particular week (along with the Union chief steward) of the change.
- (c) The On Call road tech on duty is responsible for answering any and all after hour emergency calls during his duty week, whether the work requires on the road or in shop repairs. Failure to respond will result in forfeiture of On Call pay and disciplinary action.
- (d) Should a situation arise where both the supervisor and the on duty road tech agree that the road tech is not qualified or equipped to handle the emergency

call, another qualified technician may be called to respond to the call, but the on duty road technician will not forfeit his On Call pay. Should the supervisor and On Call tech disagree as to the tech's qualification to respond to an emergency call, the Service/Branch Manager's opinion will prevail.

- (e) To Compensate for On Call, all existing Journeyman Road Mechanics will receive \$1.00 per hour over the journeyman shop mechanic rate for all hours worked; i.e., while in the classification of Journeyman Road Mechanics their rate will stay the same whether on the road or in the shop; provided, however, that they are not eligible for the separate road differential.
 - a. New On- Highway Road techs (in rotation) receive:
 - i. \$100 per week minimum (if No Road calls are run)
 - ii. Existing 4 hour minimum for road calls run.
- (f) Parts Counterpersons who are on-call and actually called-in will receive a minimum of 4 hours pay at the appropriate contract rate. The on-call system for Parts Counterpersons will be administered on a combined rotation for both branches (Mt. Laurel and Egg Harbor Township).
 - a. Partsman on Call will receive \$50 per week minimum (if No parts necessary for Service Call Outs. Parts Personnel will only be On call once every 5 weeks.
 - b. Parts person on Call and available at the closest branch as needed.
- (g) Company will provide Partsman On Call access to view inventory remotely.
- (h) All new Compensation (effective at start date of On-Highway Road Call launch).
- (i) Employees on weekend and holiday call-in duty shall be paid one-half (1 ½) hours straight time for such duty if not called into work.
- (j) Company to provide access to a road truck outfitted to run On-Highway road calls.

ARTICLE 9- HOLIDAYS

Section 1.

The following schedule will be the paid holidays for employees:

NEW YEAR'S	(1 Day)
MEMORIAL DAY	(1 Day)
JULY 4 TH	(1 Day)
LABOR DAY	(1 Day)
THANKSGIVING	(2 Days)
CHRISTMAS	(2 Days)

* Add 1 floating holiday to be used within the calendar year.
An employee can keep the NY Eve holiday or take a 1 (one) time payout of \$1250.00

New employees hired after 4/13/18 will not have the floating holiday or the NY Eve holiday.

Section 2.

In order to be paid for a holiday, employees must work the last scheduled day before and first scheduled day after the holiday, unless they have received prior approval from management for the absence. If an employee is under a doctor's care on the last scheduled day before or first scheduled day after the holiday, and provides acceptable proof thereof, the absence will be excused and the employee will be paid for the holiday.

ARTICLE 10 - VACATIONS

Section 1.

Employees shall receive the following paid vacations:

<u>CONTINUOUS SERVICE</u>	<u>PAID VACATION</u>
1 Year	1 Week (40 Hours)
2 Through 4 Years	2 Weeks (80 Hours)
5 Through 9 Years	3 Weeks (120 Hours)
10 Years and Over	4 Weeks (160 Hours)

At no time shall vacation exceed the above stated hours.

Employees hired after 4/13/2018 shall have the following paid vacations as well as 2 Personal days.

<u>CONTINUOUS SERVICE</u>	<u>PAID VACATION</u>
After 6 Months	1 Week (40 Hours)
After 1 Year	1 Weeks (40 Hours)
After 2 Years	2 Weeks (80 Hours)
After 7 Years	3 Weeks (120 Hours)
After 15 Years	4 Weeks (160 Hours)

Section 2.

Vacation pay will be paid at the employee's base rate of pay including, as applicable, shift differential.

Section 3.

Vacation may not be accumulated and carried over to the next year. Vacations are based on the employee's anniversary with the Company. Up to a maximum of two weeks' vacation which is unused at the end of employee's anniversary year will be reimbursed by the Company.

Section 4.

Vacation must be approved by the department manager in advance. Such approval shall not be unreasonably withheld in accordance with the needs of the business and the preferences of the employees. Employees will be given an opportunity in January to request vacations during that calendar year utilizing their seniority. Any subsequent vacation requests will be considered on a first-come, first-served basis.

Section 5.

In the event of a lay off, employees will be eligible for vacation entitlement provided the employee worked at least 1560 hours during the twelve month period immediately preceding the lay off date. Vacations and holidays shall be construed as hours worked to a maximum of eight (8) per day and forty (40) per week; but time missed as a result of a worker's compensation injury as well as a result of a non-job related accident, sickness or injury shall not be considered as hours worked for the purpose of prorating the aforementioned hours of work requirement.

Only those employees who have completed twelve (12) months of continuous service with the Company shall be entitled to their accrued vacation pay determined on a prorated basis as specified above.

ARTICLE 11 - LEAVES

Section 1 . Jury Duty

- a. An employee selected for jury duty (including grand jury) shall receive the difference between jury duty pay and his/her daily base pay for every day on jury duty, not to exceed a total of two (2) weeks per year.

- b. The Company reserves the right to have an employee excused from jury duty in any manner permitted by law.
- c. Proof of jury duty will be required to receive payment. A summons is not considered sufficient proof of jury service; an employee must produce a note from the court clerk or other verification of actual attendance for each day on duty.
- d. This benefit is in effect after one (1) full year of continued service with the Company.

Section 2. Funeral Leave

- e. In the event of the death of an employee's spouse, son, daughter, stepson, stepdaughter, adopted son, adopted daughter, mother, father, sister, brother, one stepfather, one stepmother, father-in-law, mother-in-law, grandparents or legal guardian, he/she will be allowed three (3) regular scheduled days off with pay at his regular straight time rate.
- f. Proof of death and verification of relationship may be required.

Section 3. Personal Leave

A personal leave of absence may be granted by the Company at its discretion for valid and just reasons, but (except as otherwise required by law,) shall not exceed a total of eight (8) weeks unless agreed to by the Company. There shall be no pay for personal leaves of absence. Permission for such leave will not be unreasonably withheld. The Company shall administer the above to comply with the Family and Medical Leave Act and any other legal requirement.

ARTICLE 12 - ACCIDENT, HEALTH AND LIFE INSURANCE

The Company will provide insurance coverage for accident, health, vision, life insurance, dental and prescription program for employees who have completed ninety calendar (90) days' continuous service in accordance with the following provisions:

Section 1. Health Care

The Johnson Towers, Inc., Medical Benefits Plan, (a managed care P.P.O. plan and an indemnity option), the summary of which is available in booklet form in the office. (See attached Page 51.)

Health Opt Out - \$175 per month. Employee must show evidence of other coverage and will be subject to return to work physical if seeking reinstatement to the Plan at a later time.

Section 2. Prescription

	Base Plan	Mid Plan	High Plan
Year 1	\$15/\$30/\$50 20% up to \$200 Max copay	\$15/\$50/\$60 20% up to \$200 Max copay	\$15/\$60/\$65 \$20% up to \$200 Max copay
Mail	\$20/\$60/\$100 20% up to \$600 Max copay	\$20/100/\$120 20% up to \$600 Max copay	\$20/\$110/\$120 \$20% up to \$600 Max copay
Calendar year RX out of Pocket (Individual/Family)	\$1,350/\$2,700	\$2,600/\$5,200	\$5,100/\$10,200.

Section 3. Life Insurance

The Company shall provide life insurance for each employee in the total amount of \$20,000.

Section 4. Vision

Employees will be reimbursed to a maximum of \$80 for one eye exam in a 12 month period. The Company will pay 100% of the cost for prescription safety glasses for employees if purchased at Family Eye Care in Mt. Laurel (and the Company will establish an equivalent arrangement or pay the equivalent amount for Egg Harbor Township employees). The Company will pay \$75 for a pair of frames for prescription glasses for each employee and will pay for a pair of prescription lenses for each employee according to the following schedule:

Single -	\$ 50
Bifocal -	\$ 65
Trifocal -	\$ 80
Lenticular -	\$150

Section 5. Shared Premiums

Employees who elect health care coverage shall be required to share in the cost of the premium with the Company, as follows:

Effective Date	Employee Premium Payment (Per week – Single/Family)		
	<u>Base</u>	<u>Mid</u>	<u>High</u>
April 13, 2018	\$30/\$70	\$ 40/\$90	\$70/\$130
April 13, 2019	\$35/\$75	\$ 45/\$95	\$75/\$135
April 13, 2020	\$45/\$85	\$ 55/\$105	\$85/\$145
April 13, 2021	\$50/\$90	\$60/\$110	\$90/\$150

If the Company questions the legality of an employee’s dependent (spouse or child) with respect to the benefits set forth in this Article, proof will be required.

Section 6. Carriers and Insurance

The Company reserves the right to insure or self insure and, if applicable, to change carriers, at any time and from time-to-time provided the benefits remain equal or better.

Section 7.

A dental plan (a managed care P.P.O. plan and an indemnity option), the summary of which is attached hereto and made a part hereof as a part of Exhibit “C”.

ARTICLE 13 - SAFETY & HEALTH

Section 1.

The Company shall comply with all Federal, State, County and Municipal health, fire and safety code regulations. All work facilities of employees shall comply with U.S. Occupational Safety and Health Administration Rules and Regulations. Failure to so comply on the part of the Company may be deemed a grievable matter at the election of the employee.

Section 2.

The Company shall provide for each facility an OSHA approved first aid kit. Supplies for said kits shall be replenished as used and inspected on a monthly basis.

Section 3.

The Company will provide all independently approved safety devices reasonably necessary for the protection of its personnel.

Section 4.

Should an employee complain that his work requires him to be in unsafe or unhealthy situations, in violation of accepted safety rules, the matter shall be promptly investigated by the Company, and a representative of the Union. If investigation discloses an unsafe condition,

corrective action shall be taken immediately. The failure to take such actions shall be grievable. No employee shall refuse to perform the work involved or any work unless, under all the circumstances, he reasonably believes that the performance of such work would result in imminent danger of death or serious bodily injury.

Section 5.

In the event of an injury on the job to an employee, the Company shall, at the time of the injury, provide transportation to professional medical assistance when it is deemed necessary.

ARTICLE 14 - DRUG TESTING

Section 1.

The purpose of this policy is to provide a uniform and reliable method for testing employees to determine if they have used illegal drugs.

Section 2.

As a means of protecting the safety and well being of employees, in furtherance of the Company policy prohibiting employee involvement with illegal drugs, and in an effort to comply with the provisions of the Drug Free Workplace Act which requires a drug free working environment, the following provisions and sanctions apply to employee testing for the use of illegal drugs.

B. All Employees - Where there is a probable cause to believe that an employee may be using illegal drugs, that employee may be required to undergo drug testing. Employees who refuse to be tested, or who fail to fully cooperate in the drug testing procedure, or who test positive, will be subject to discipline up to and including discharge. If the employee is unfit for work, the employee will be sent home.

C. If a determination is made not to discharge the employee who tests positive, the Company may impose any lesser degree of discipline and/or may place the employee on a rehabilitation leave or require the employee to seek treatment. Failure to comply with any such alternative course of action may result in discharge.

Section 3.

For the purposes of this policy, illegal drugs are all those included in Schedules 1, II, III and IV of the Controlled Substance Act. An illegal drug does not mean a controlled substance used pursuant to a valid prescription or a substance which is sold over the counter.

Section 4.

The Union retains the right to grieve and arbitrate all questions concerning the reasonableness and justification for the application of this policy and any discipline resulting from same.

Section 5.

In addition to the above, the Drug and Alcohol Program attached hereto and made a part hereof as Exhibit "D" shall be in force for the term of this Agreement.

ARTICLE 15 - SICK LEAVE

Section 1.

- a. Employees hired prior to March 5, 2011 - An employee hired prior to March 5, 2011 shall earn sick leave at the rate of two-thirds day for each month of work, not to exceed eight (8) days per calendar year.
- b. Employees hired on or after March 5, 2011 – After one (1) full year of service, an employee shall earn sick leave at the rate of two-thirds day for each month of work, not to exceed five (5) days per calendar year. During the first year of eligibility the maximum of five (5) days will be pro rated based on the number of months between the employee's anniversary date and the end of the calendar year.
- c. Employees hired on or after April 13, 2018 shall have no sick days.
- d. All employees - Unused sick leave can be accumulated up to a total of twenty (20) days. Employees can buy back up to five (5) days at the end of June each year and up to five (5) days at the end of December each year. If an employee's new calendar or anniversary year entitlement, as applicable, together with this existing accumulation would exceed a total of twenty (20) days, the employee can buy back more than five (5) days in December, but the total buy back for the year shall not exceed ten (10) days. Vacation days may not be used as sick days.

Section 2.

If an employee misses three (3) consecutive work days due to an illness, that employee may be required, as determined in the Company's sole discretion, to present his supervisor or department manager with a doctor's note.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 1. Purpose

A regular grievance must be filed within five (5) work days from the date of the occurrence and processed as noted below. The initial written grievance shall be given both to the grievant's immediate supervisor as well as the designated Human Resource representative.

Step One

The supervisor receiving the grievance will conduct a First Step meeting with the grievant and the steward within five (5) work days from the date of the grievance submission in an attempt to affect a satisfactory settlement. If no satisfactory settlement is reached the supervisor will set forth its position in writing and submit to the Union Steward within 5 (five) working days from the conclusion of the Step One meeting. If the supervisor's First Step answer is not satisfactory, the Union may appeal and move to Step Two.

Step Two

The Union Steward must submit their appeal to the designated Human Resource representative within ten (10) working days outlining in writing the reason (s) for rejection of the First Step answer. The Human Resource representative, Union Business representative, grievant and Steward shall meet within ten (10) working days to discuss the merits of the grievance. Upon receipt of a written decision which does not resolve the grievance to the to the grievant/Union's satisfaction, an appeal may be made by the Union within ten (10) working days to Step Three arbitration.

Step Three

An arbitrator shall be selected in accordance with the rules and procedures of the Federal Mediation and Conciliation Service (Philadelphia office) to hear and decide all grievances which are properly appealed to Step Three and in such cases the decision of the arbitrator shall be final and binding. The arbitrator's fee and the administrative costs of arbitration shall be paid equally by the Company and the Union.

Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the grievance procedure. All claims for back wages shall be limited to the amount agreed to by the Company and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation and other compensation that the grievant may have received from any source during the period for which back pay is claimed.

Section 2 -Procedure

Time Limits - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Section 3- Effect of Failure to Appeal

Any grievance shall be considered as settled on the basis of the last answer of the Company if not appealed to the next step within the time limitations set forth herein.

Section 4- Computing Time Limitations

Saturdays, Sundays and holidays shall be excluded from the computations of time limitations under this Article.

Discharge Grievances

If an employee is discharged, the grievance may be filed within 5 (5) working days immediately following the discharge. A copy of the grievance shall be submitted to the employee's immediate supervisor as well as the designated Human Resource representative. The grievance will be processed as follows:

Step One

The designated Human Resource representative will meet with the Union representative and Chief Steward within five (5) working days from the date of the grievance submission. If the parties are unable to settle the matter, the designated Human Resource representative will set forth managements position in writing. The answer will be submitted to the Union Representative or Chief Steward within five (5) working days from the conclusion of the First Step meeting.

Step Two

If the matter is not settled at Step One, the union may appeal to the next Step-arbitration in accordance with the rules and procedures of the Federal Mediation and Conciliation Service (Phila office) within Ten (10) working days.

ARTICLE 17 - SENIORITY

Section 1.

Layoffs shall take place in any classification(s) deemed necessary by management. When a layoff occurs, the last employee hired in a classification selected for reduction, in the sole discretion of the Company, shall be the first to be laid off. Employees to be laid off shall receive one (1) working day's notice or a sum equal to one (1) working day's pay in lieu of such notice. When the Company recalls laid off employees, they shall be recalled in seniority order within the classification(s) in which the force is being restored, depending upon that employee's present ability to immediately perform the available work without the need for training or experience.

Employees displaced due to layoff may bump less senior employees, provided they have the present ability to immediately perform the work of the employee to be bumped without the need for training or experience. If the employee's rate of pay is below the salary range of the position the employee is bumping into, he will retain his current rate of pay. If the employee's rate of pay is above the salary range for the position he is bumping into, his rate of pay will be

reduced to the maximum of the salary range he bumps into. Employees to be laid off shall notify the Company, within two (2) days, of their decision to bump or accept lay off status.

Employees hired on or after December 10, 1990 shall not be permitted to bump into another facility.

	<u>Classification Groupings</u>
<u>Parts Department</u>	
Group 1	Counterperson Class A, B, C
Group 2	Warehouseperson Class A, B, C
Group 3	Driver Class A, B, C
Group 4	All Products Class A, B
<u>Modification Department</u>	
Group 1	Mechanics (Road person, Dyno Operator/Assembler Class AI, Assembler Class A, B, C)
Group 2	Fabricator (Design Fabricator, Fabricator)
Group 3	Electrical (Journeyman Road/Electrical Technician, General Assembler A, B, C)
Group 4	Parts Counterperson Class A, B, C
Group 5	Painter
Group 6	Miscellaneous & Utility
<u>Transmission Department</u>	
Group 1	(in descending order) A. Journeyman Road Mechanic B. Journeyman Shop Mechanic C. Mechanics Class A, B, C (in that descending order) D. Trainee/Utility
Group 2	Miscellaneous and Utility
<u>Service Department</u>	
Group 1	(in descending order) A. Master Road Technician B. Journeyman Road Mechanic C. Start-Up Technician D. Master Truck Mechanic E. Journeyman Shop Mechanic F. Mechanics Class A, B, C (in that descending order) G. Preventative Maintenance Technician H. Trainee/Utility
Group 2	Miscellaneous and Utility
Group 3	Tool Room
<u>All Makes Technician</u>	
Group 1	Class A, B, C
Group 2	Assembler

Section 2.

For purposes of this Agreement, seniority shall be defined as continuous service with the Employer from the original date of hire, except as to layoffs where seniority has been defined as continuous service within a specific department.

An employee who has moved to a bargaining unit position in another department shall cease to accumulate seniority in his or her former department from the date he or she leaves that department, but shall be credited with all previously accrued seniority in that former department in the event the employee subsequently returns to that department without a break in service with the Employer.

Section 3.

For the purpose of this Agreement, an employee shall not be entitled to seniority rights until he has been employed continuously for a period of ninety (90) days actually worked, and then his seniority shall date back to the time of hiring.

Section 4.

Loss of time due to sickness, accident or layoff not exceeding nine (9) consecutive months shall not be construed so as to interfere with the employee's seniority.

Section 5.

Employees who have given long and faithful service and have become unable to handle heavy work to advantage, shall be given preference for such light work as they may be able to perform at a commensurate rate of pay. All determinations under this section shall be made by the Company in its discretion and shall not be subject to the Grievance Procedure.

Section 6.

Seniority shall cease upon the following:

- e. Justifiable discharge.
- f. Voluntary quitting.
- g. After nine (9) months of absence due to work related accident or sickness, non-work-related accident or sickness, or layoff. If an employee returns within either such period as applicable, seniority will be picked up at the date of return; total seniority will not be lost.
- h. If an employee does not return to work within three (3) days after written notice of recall sent by "certified mail return receipt requested" was received by anyone at the address for the employee appearing on the employer's records. A copy

of such notice shall also be given to the Union. If the employee is then working elsewhere, he shall be allowed four (4) additional days to return to work. It shall be the employee's responsibility to keep the Company advised of his current address.

Section 7.

Union representatives shall be deemed to have superseniority insofar as layoffs are concerned during the term of office to which they are elected, depending upon the employee's present ability to perform available work. They will be returned to their regular standing on the seniority list upon termination of office. Four (4) union representatives in the aggregate for all Company locations shall be designated and identified by the Union as shop stewards, one of whom will be designated by the Union as the chief shop steward..

ARTICLE 18 - NO DISCRIMINATION

Neither the Company nor Union shall discriminate against any employee on account of race, color, religious creed, national origin, sex, age, handicap/disability, or Union membership.

ARTICLE 19 - NO STRIKE

There shall be no strikes or lockouts, sympathy strikes, walkouts or deliberate stoppages of work during the term of this Agreement. No employee shall be required to perform mechanical service work on vehicles and equipment of customers of the Company's Baltimore plant while the employees of that plant are on strike, except for vehicles and equipment brought to the Mt. Laurel plant by the customer or someone other than the Company acting on the customer's behalf.

A violation of this Article by the Union or any employee shall be cause for disciplinary action, including discharge, against any employee who participates in, supports, encourages, or condones such violation.

ARTICLE 20 - CHANGES TO CONTRACT

There shall be no changes or deletions in this Agreement by either the Company or Union, unless by mutual agreement of the parties.

If any part of this Agreement is found to be in violation of any state or federal law, that part may be eliminated or modified to be within the law, but at no time will that part found in violation invalidate this entire Agreement.

ARTICLE 21 - SUBCONTRACTING

Any subcontracting which the Company reasonably anticipates will result in the layoff of any employee in the bargaining unit will be discussed in advance with the employee involved and his union representative. The economic justification for all such subcontracting will be disclosed by the Company as a part of the discussion with the employee and his union

representative. The Company will consider all reasonable and timely alternatives suggested by the employee and his union representative.

ARTICLE 22 - LIE DETECTOR TEST

The Company shall not require an employee or an applicant for employment to take a polygraph or any other form of lie detector test.

ARTICLE 23 - TOOLS AND EQUIPMENT

Section 1. Tools

- i. All employees shall supply their own hand tools as to their job classification as this is a condition of employment.
- j. Each employee shall be responsible for: (1) providing the employer with an itemized list of his tools covered by this Agreement; and (2) updating the list at least annually. The Employer reserves the right to check the existence of any tool on the list at any time, with prior notice to the employee, but not more frequently than at three (3) month intervals and always in the presence of the employee.
- k. Tool Allowance: \$500 per contract year.

Employee must present a sales receipt to receive tool allowance reimbursement.

An employee must submit his tool inventory prior to receiving tool allowance money.

- l. The Company agrees to supply work coats for the truck shop and transmission department personnel.
- m. Employees can have specialty tools recalibrated by the Company up to \$200 per year per person. Tools to be recalibrated must be given to the Service Manager, who will arrange for the recalibration by a third party selected by the Company and will return the tools to the employee following recalibration.

Section 2. Tool Insurance

The Company will provide tool insurance (maximum of \$30,000.00). In order to receive the benefit of this insurance, the employee must register his tool inventory with the department manager and keep it updated annually.

Section 3. Safety Equipment

All safety equipment shall be supplied by the Company with the exception of safety shoes. Safety shoes will carry a yearly allowance from the Company up to \$130 per year. This is payable upon receiving a sales receipt from the employee and approval by the supervisor. At no time will the cost of safety shoes be exceeded.

Section 4. Uniforms

All employees must wear the Company uniform. Uniforms, including outer wear for drivers, will be supplied by the Company.

Section 5. Special Equipment

All special equipment will be supplied by the Company. Any employee mistreating Company equipment or materials will be subject to disciplinary action by the Company. A standard set of Rules and regulations shall be given to each and every employee.

Section 6. Nitrate Gloves

The Company will provide nitrate gloves as needed for 2018 from the Parts Dept. 2019-2022 up to 8 boxes per employee distributed at the Parts counter.

ARTICLE 24 - PROMOTIONS AND TRANSFERS

Section 1.

All employees will be permitted to bid for all vacancies and new jobs created in the bargaining unit.

Section 2.

When a vacancy exists, or a new job is created, the job will be posted on all bulletin boards for a period of three (3) working days.

Section 3.

The Company will post for bid purposes all vacancies in regular, full time positions in the bargaining unit and seniority will be considered in awarding the position after considering the employee's skill, ability, training, experience, past performance, and overall employment record (including disciplinary record over the preceding 24 months). The Company agrees that all bidders will be impartially and promptly considered. Should the Company's original decision be to select a lower seniority bidder, the Company agrees to first consult with the appropriate shop steward before implementing the original selection.

Section 4.

When a vacancy or new job is filled in accordance with the above provisions, the name of the employee awarded the job shall be given to the Union.

Section 5.

An employee who has moved to a position outside the bargaining unit shall cease to accumulate seniority when he leaves the bargaining unit. If the employee returns to the bargaining unit within six (6) months and without a break in service with the Employer, he shall be credited with all seniority accrued to the date he left the bargaining unit. If the employee returns to the bargaining unit after six (6) months or after a break in service with the Employer, he shall not be credited with prior seniority. This shall not affect seniority for all fringe benefits, including but not limited to vacations and holidays, for which the employee shall continue to accumulate seniority after leaving the bargaining unit to which he shall be credited upon returning to the bargaining unit without a break in service with the Employer.

Section 6.

The above sections shall be followed by the Company in filling the vacancy or new job. But in the event that the Company cannot fill that vacancy or new job by the above steps, the Company may fill the vacancy or new job with a wholly new hire.

ARTICLE 25 - GENERAL

Section 1. Education Reimbursement

Upon prior approval, education reimbursement shall be paid for related studies upon proof of proper completion.

Section 2. Injury on the Job

After an employee has returned to work following a work related accident, any follow-up visits to the doctor for further checkups or evaluations will be the responsibility of the employee. Any lost time from work reasonably necessary for these visits to approved physicians, other than the Company doctor, which cannot be scheduled for the employee's non-working time will be paid by the Company or its insurance carrier.

The company has implemented a Safety Incentive Program which pays \$50.00 per employee per quarter with non-injuries over 5 days. If there are no injuries for 4 quarters an extra \$50.00 will be rewarded at the end of the 4th quarter.

Section 3. Company Doctor

The Company has assigned a doctor and all new employees will be examined by him/her, as well as those who are injured on the job and feel the injury limits them to specific duties.

Section 4. Plant Closing

In case of a snow or emergency closing of the company will be posted on the company website.

Section 5. Breaks and Lunch

Employees will have two (2) breaks per day amounting to fifteen (15) minutes each. Lunches are thirty (30) minutes long. Both breaks and lunch are indicated to the employees with the ringing of a bell at the beginning and end of each shift.

Section 6. Cleanup Time

The Company will allow a total of ten (10) minutes for cleanup of work areas, tools and personnel (no janitorial duties are to be included in this).

Section 7. Past Practice

It is understood and agreed that any benefits and terms and conditions of employment regularly received by or currently in effect for members of this bargaining unit on a uniformly applied, company wide basis, not mentioned in this Agreement or addressed in Article III (Management Rights) regarding incentive pay programs, shall continue in full force and effect.

Section 8. Labor-Management Committee

A Labor-Management Committee will be established consisting of at least one bargaining unit employee and one manager from each branch (Mt. Laurel and Egg Harbor Township) for the purpose of discussing workplace issues and suggestions for improvements. The Committee will not discuss pending grievances. This provision will not require either party, Company or Union, to engage in mid-contract negotiations over any subject(s).

Section 9. FMLA

Johnson & Towers will require employees to use their accrued sick and vacation time towards their FMLA leave. This time will be counted against the 12 week FMLA entitlement. If an employee has exhausted his 12 week FMLA in a 12 month period and has another leave, any no pay days during this time period they will not be subject to disciplinary action for the equal number of days used during the FMLA period depending on years of service.

ARTICLE 26 - EMPLOYEE EVALUATIONS

A. Effective March 1, 1995, all employees receiving rates of pay below the minimum rate for their own classifications shall receive not less than the minimum wage rate for the respective classifications.

B. Effective March 1, 1995, all employees receiving rates of pay above the maximum wage rate for their own classifications and meet the requirements of the next higher classifications, shall be reclassified into the next higher classification, if any, within their departments.

C. (1) All employees shall be evaluated individually by their respective department managers on the employee's hire anniversary date. Evaluations shall be in writing. Employees shall be granted merit pay increases directly proportionate to the results of their written evaluations.

(2) Said written employee evaluations shall measure employee merit and ability during the prior twelve (12) month period and shall be based on objective and consistent standards agreed to by the Union and Employer.

(3) The Union and employees shall receive copies of their written evaluations including any recommended merit pay increases.

(4) All merit increases granted shall be effective the first full pay period following the employee's anniversary date.

(5) The Union or employees wishing to grieve an evaluation, the denial or amount of merit increase, shall file such grievances within thirty (30) days from receipt of the evaluations.

(6) Employees who receive merit increases which raise their pay above the maximum wage for their own classifications and meet requirements of the next higher classification shall be reclassified into the next higher classification, if any, in their department.

(7) Employees shall be paid for all time spent in training.

D. If a new job classification is created within the bargaining unit, parties shall meet and negotiate a wage scale commensurate with the new classification.

E. The wage scales set up with these classifications will be increased accordingly with contract increases.

ARTICLE 27 - SHOP STEWARDS

A shop steward must report to and receive the permission of his supervisor to leave his work after recording his time, for the purpose of adjusting grievances, according to the grievance procedure. The privilege of the shop steward to leave his work during working hours without loss of pay is extended with the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused. Whenever possible, however, grievances and other union matters shall be handled during the non-working time of all involved. Shop stewards shall have access to phones for calls pertaining to Union business. The company will take steps to assure that such calls will be private. All meetings with management shall be scheduled by prior appointment.

ARTICLE 28 - UNION SECURITY

Section 1.

“All employees under the jurisdiction of this contract shall become members of the Union after a period of ninety calendar (90) after the effective date of this Agreement”; and all new employees hired hereafter shall become members of the Union after ninety calendar (90) days and shall remain members in good standing in accordance with the Constitution and ByLaws of the Union as a condition of employment.

Section 2.

Any employee who fails to render dues, or initiation fees, shall at the written request of the Union be terminated within thirty (30) days.

ARTICLE 29 - DUES CHECKOFF

Section 1.

On receipt of written authorization of any employee in conformity with Section 303(c) (4) of the Labor Management Relations Act of 1947, the Company will deduct (checkoff) from the employee’s first regular pay each month the amount due the Union by the employee for Union dues for the ensuing month and submit same to the authorized representatives of the Union.

Section 2.

The above said monies shall be received by the Secretary Treasurer of the Union no later than the 15th day of each month.

ARTICLE 30 - TERMINATION

This Agreement shall go into effect April 12, 2018 and shall continue in full force and effect until 11:59 p.m. April 11, 2022, and thereafter from year to year unless either party gives written notice to the other party, sixty (60) days prior to the expiration date of any succeeding yearly expiration date, of a desire to negotiate with respect to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

JOHNSON & TOWERS, INC.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO, LOCAL 32

By: 
Shelley Hark

By:  10/10/18
 10/10/18

EXHIBIT "A-1"
HOURLY WAGE SCALES
EMPLOYEES HIRED BEFORE 3/5/11

	4/13/2018	4/13/2019	4/13/2020	4/13/2021
ENGINE*				
Roadman	\$34.63	\$35.28	\$35.93	\$36.63
Journeyman	\$33.21	\$33.86	\$34.51	\$35.21
A	\$31.57	\$32.22	\$32.87	\$33.57
B	\$28.68	\$29.33	\$29.98	\$30.68
C	\$24.08	\$24.73	\$25.38	\$26.08
TRANSMISSION*				
Journeyman	\$33.21	\$33.86	\$34.51	\$35.21
A	\$31.57	\$32.22	\$32.87	\$33.57
B.	\$28.68	\$29.33	\$29.98	\$30.68
C.	\$23.71	\$24.36	\$25.01	\$25.71
ALL MAKES TECHNICIAN				
A	\$31.57	\$32.22	\$32.87	\$33.57
B	\$28.34	\$28.99	\$29.64	\$30.34
C	\$22.56	\$23.21	\$23.86	\$24.56
Assembler	N/A	N/A	N/A	N/A
MODIFICATION				
Journeyman Electrical Technician	\$33.73	\$34.38	\$35.03	\$35.73
Class A Generator Technician	\$30.25	\$30.90	\$31.55	\$32.25
Class B Generator Technician	\$26.75	\$27.40	\$28.05	\$28.75
Generator PM Technician	\$23.25	\$23.90	\$24.55	\$25.25

** Wage increases are effective the first Thursday on or after the specified date.

Training, Certification and Guilds

1. Training :

Training paths on various products that Johnson & Towers sell and service will be at the discretion of the department managers.

Additional training requirements will be determined by the department manager and discussed with the individual employee during their annual review.

D. Web Based Training (WBT)

- i. If taken at home, employee will get compensated at their straight hourly pay rate for the amount of time listed by the manufacturer as their standard time to complete the assignments. If no such standard time is available, then a reasonable time will be established by the Training Department and General Manager. Note: Only courses and exams to achieve Certification will be reimbursed. Sustaining exams and quizzes required to maintain Certification status are not covered. Employee is already compensated for that by the incentive pay.
- ii. Arrangements may also be made between the Employee and Employer to allow the training to be completed during normal working hours when the work load permits.

E. Instructor Lead Training (ILT)

- i. Employees will be enrolled into ILT classes based on the following:
 1. Manufacturer's requirements
 2. Frequency of product seen at that location.
 3. Work Load and class availability

2. Certifications :

- A. Certifications based on manufacturer requirements.

- B. Employee will maintain all Certifications assigned to them based on manufacturer requirements. Failure to maintain Certifications will result in a loss of incentive pay tied to that Certification.
- C. New hires will have six (6) months to meet Certification requirements (subject to the availability of training).
- D. Existing employees will have three (3) months to meet any new Allison Certifications requirement assigned to them and 6 months for all other certifications required to them (subject to the availability of training).
- E. If an employee fails to complete within this timeframe, management preserves the right to remove and/or deny reenrollment.
- F. If a manufacturer dictates any new requirements for a Certification, then the employee must meet those requirements within the time frame as described by the manufacturer.

3. Guilds:

- A. Employees who are members of various Guilds are expected to maintain active membership. Failure to maintain Guilds will result in loss of incentive pay.
- B. The Employer has the right to add additional Guilds or remove Guild requirements as described by the manufacturers Johnson & Towers represent.
- C. Employee is expected to complete Sustaining/Certification exams or quizzes to maintain Guild Status.
- D. **Note:** Employee must maintain highest level of Certification on any given product line to receive incentive pay.
- E. Currently recognized Guild programs are:
 - i. Allison Guild – Allison Transmission Program
 - ii. G2- Detroit Guild Program
 - iii. Aftermarket Parts Academy – Parts Program for Detroit.
- F. Guild Certification Premiums (Incentive Pay)

i.	All Allison & Eligible Allison Guilds	\$0.35 per hour
ii.	G2- DD Systems Certified	\$0.15 per hour
iii.	G2-S60 Systems Certified	\$0.15 per hour
iv.	G2-MBE900 System Certified	\$0.15 per hour

- v. G2-MBE4000 System Certified \$0.15 per hour
- vi. Cummins- All Approved Engines \$0.15 per hour
- vii. Aftermarket Parts Academy Expert \$0.15 per hour

- G. All Training/Certifications will apply to current manufacturer product lines. Incentive pay will stay in effect as long as the employee maintains Certification requirements and that particular product line Certification is recognized by the manufacturer. At such time the manufacturer drops the product line Certification requirements, then the employee's pay rate will be adjusted accordingly.
- H. If an employee disagrees with the decision made by the Service Manager regarding who participates in the Training Program, then it will be brought to the Labor Management Committee to resolve the issue. If the issue cannot be resolved by the Committee then the Employer's General Manager will have the final say.

	4/13/2018		4/13/2019**		4/13/2020**		4/13/2021**	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
PARTS DEPARTMENT*								
GROUP 1								
Class A Parts Counter	\$27.08	\$29.54	\$27.73	\$30.19	\$28.38	\$30.84	\$29.08	\$31.54
Class B Parts Counter	\$25.52	\$26.94	\$26.17	\$27.59	\$26.82	\$28.24	\$27.52	\$28.94
Class C Parts	\$23.77	\$25.52	\$24.42	\$26.17	\$25.07	\$26.82	\$25.77	\$27.52
GROUP 2								
Class A Warehouse	\$22.69	\$24.81	\$23.34	\$25.46	\$23.99	\$26.11	\$24.69	\$26.81
Class B Warehouse	\$21.29	\$22.69	\$21.94	\$23.34	\$22.59	\$23.99	\$23.29	\$24.69
Class C Warehouse	\$18.13	\$21.29	\$18.78	\$21.94	\$19.43	\$22.59	\$20.13	\$23.29
DRIVER								
Truck Driver Class A - CDL	\$21.38	\$25.16	\$22.03	\$25.81	\$22.68	\$26.46	\$23.38	\$27.16
Truck Driver Class B	\$17.93	\$20.74	\$18.58	\$21.39	\$19.23	\$22.04	\$19.93	\$22.74
Truck Driver Class C	--	--	--	--	--	--	--	--
MISC./UTILITIES	\$17.93	\$23.44	18.58	\$24.09	\$19.23	\$24.74	\$18.53	\$25.44

** Wage increases are effective the first Thursday on or after the specified date.

EXHIBIT "A-2"
HOURLY WAGE SCALES
EMPLOYEES HIRED ON OR AFTER 3/5/11

	<u>4/13/2018</u>	<u>4/13/2019**</u>	<u>4/13/2020**</u>	<u>4/13/2021 **</u>
<u>ENGINE*</u>				
Roadman	\$31.58	\$32.23	\$32.88	\$33.58
Journeyman	\$30.16	\$30.81	\$31.46	\$32.16
A	\$28.52	\$29.17	\$29.82	\$30.52
B	\$25.63	\$26.28	\$26.93	\$27.63
C	\$20.66	\$21.31	\$21.96	\$22.66
Apprentice Marine Rd Tech	\$23.00-\$25.00	\$23.65-\$25.65	\$24.30-\$26.30	\$25.00-\$27.00
Apprentice On Hwy Tech	\$19.000-\$22.00	\$19.65-\$22.65	\$20.30-\$23.30	\$21.00-\$24.00
<u>TRANSMISSION*</u>				
Journeyman	\$30.16	\$30.81	\$31.46	\$32.16
A	\$28.52	\$29.17	\$29.82	\$30.52
B.	\$25.63	\$26.28	\$26.93	\$27.63
C.	\$20.66	\$21.31	\$21.96	\$22.66
<u>ALL MAKES TECHNICIAN*</u>				
A	\$31.00	\$31.65	\$32.30	\$33.00
B	\$27.50	\$28.15	\$28.80	\$29.50
C	\$22.00	\$22.65	\$23.30	\$24.00
Assembler	\$17.00	\$17.65	\$18.30	\$19.00
<u>MODIFICATION</u>				
Journeyman Electrical Technician	\$33.73	\$34.38	\$35.03	\$35.73
Class A Generator Technician	\$30.25	\$30.90	\$31.55	\$32.25
Class B Generator Technician	\$26.75	\$27.40	\$28.05	\$28.75
Generator PM Technician	\$23.25	\$23.90	\$24.55	\$25.25

** Wage increases are effective the first Thursday on or after the specified date.

	4/13/2018	4/13/2019**	4/13/2020**	4/13/2021**
	Job Rate	Job Rate	Job Rate	
<u>PARTS DEPARTMENT*</u>				
GROUP 1				
Class A Parts Counter	\$27.08	\$27.73	\$28.38	\$29.08
Class B Parts Counter	\$25.52	\$26.17	\$26.82	\$27.52
Class C Parts	\$23.77	\$24.42	\$25.07	\$25.77
GROUP 2				
Class A Warehouse	\$22.69	\$23.34	\$23.99	\$24.69
Class B Warehouse	\$21.29	\$21.94	\$22.59	\$23.29
Class C Warehouse	\$18.13	\$18.78	\$19.43	\$20.13
GROUP 3				
All Products Class A	\$26.00	\$26.65	\$27.30	\$28.00
All Products Class B	\$25.00	\$25.65	\$26.30	\$27.00
GROUP 4				
Truck Driver Class A - CDL	\$22.10	\$22.75	\$23.40	\$24.10
Truck Driver Class B	\$17.74	\$18.39	\$19.04	\$19.74
Truck Driver Class C	\$14.50	\$15.15	\$15.80	\$16.50
GROUP 5				
Misc/Utilities	\$20.44	\$21.09	\$21.74	\$22.44

** Wage increases are effective the first Thursday on or after the specified date.

EXHIBIT "B"

PERSONNEL CLASSIFICATIONS

SERVICE DEPARTMENT

GRADE (CLASSIFICATION) REQUIREMENTS

ALL CLASSIFICATIONS

All employees, regardless of classification, must maintain a neat and orderly appearance at the beginning of each work day. Employee must wear the company supplied uniforms and steel toed safety shoes. If the employee desires to wear a tee shirt in lieu of the uniform shirt, it must be a Johnson & Towers' tee shirt or a plain dark blue tee shirt without any advertising on it. For employees with direct customer contact, when introducing himself to a customer, the employee should present himself in a buttoned shirt over his Johnson & Towers blue tee shirt (but the buttoned shirt can be removed when commencing work).

TRANSMISSION DEPARTMENT

JOURNEYMAN SHOP/ROAD TRANSMISSION TECHNICIAN

To qualify for and remain a Journeyman Shop/Road Transmission Technician, the employee must meet the following requirements:

1. Must meet all requirements of a Class A Transmission Technician
2. Must be willing to learn and become proficient in any OEM product line the company pursues utilizing any method such product line/s or the company requires to become and/or stay proficient.
3. Must be proficient on all current product lines and have a working knowledge of former product lines. Must meet all factory requirements on current and former product lines.
4. Must be willing to take all training required by any/all product lines necessary to keep the company and/or person eligible and up to date for said product line programs.
5. Road technician must be willing to travel and stay away from home overnight with minimal notice.
6. All new hires must be all requirements in 6 months.

CLASS A SHOP/ROAD TRANSMISSION TECHNICIAN

To qualify for and remain a Class A Shop/Road Transmission Technician, the employee must meet the following requirements:

1. Must meet all the requirements of a Class B Transmission Technician.

2. Must be willing to learn and become proficient in any OEM product line the company pursues utilizing any method such product line/s or the company requires to become and/or stay proficient.
3. Must be willing to take all training required by any/all product lines necessary to keep the company and/or person eligible and up to date for said product line programs.
4. Has satisfied E Learn web based training on all current Allison product lines.
5. Must be Allison Overhaul Certified on all product lines.
6. Road technician must be willing to travel and stay away from home overnight with minimal notice.
7. All new hires must meet all requirements in 6 months.
8. Must be capable of working unsupervised.

CLASS B SHOP/ROAD TRANSMISSION TECHNICIAN

To qualify for and remain a Class B Shop/Road Transmission Technician, the employee must meet the following requirements:

1. Must meet all the requirements of a Class C Transmission Technician.
2. Must be willing to learn and become proficient in any OEM product line the company pursues utilizing any method such product line/s or the company requires to become and/or stay proficient.
3. Must be willing to take all training required by any/all product lines necessary to keep the company and/or person eligible and up to date for said product line programs.
4. Must be Allison Overhaul Certified on 2 product lines.
5. Must have a valid CDL driver's license (not suspended or revoked).
6. Must have all hand tools up to & including ½" drive impact wrenches necessary to complete work in a proficient manner.
7. Road technician must be willing to travel and stay away from home overnight with minimal notice.
8. Must be capable of working alone with minimal supervision.
9. All new hires must meet all requirements in 6 months.

CLASS C SHOP/ROAD TRANSMISSION TECHNICIAN

To qualify for and remain a Class C Shop/Road Transmission Technician, the employee must meet the following requirements:

1. Must be Allison E-Learn Certified on Allison 1000, 2000, 3000 and 4000 .product lines.
2. Must have basic hand tools necessary to perform assigned duties.
3. Must show a willingness to learn and accept product training in order to move up in classification.
4. Must have mechanical aptitude and be capable of working with supervision.
5. All new hires must meet all requirements in 12 months.

ENGINE DEPARTMENT

JOURNEYMAN SHOP/ROAD ENGINE TECHNICIAN

To qualify for and remain a Journeyman Shop/Road Engine Technician, the employee must meet the following requirements:

1. Must meet all requirements of Class A Shop/Road Engine Technician.
2. Must be proficient on all current product lines (to include DDC, MTU, & Mercedes Industrial) and have a working knowledge of former product lines. Must meet all factory requirements on current and former product lines.
3. Must be willing to take all training required by any/all product lines necessary to keep the company and/or person eligible and up to date for said product line programs.
4. Road technician must be willing to travel and stay away from home overnight with minimal notice. Road technicians will be given advance monies of \$1,000.00 for out of state work.
5. All new hires must meet all requirements in 6 months.

CLASS A SHOP/ROAD ENGINE TECHNICIAN

To qualify for and remain a Class A Shop/Road Engine Technician, the employee must meet the following requirements:

1. Must meet all the requirements of a Class B Shop/Road Engine Technician.
2. Must be willing to learn and become proficient in any OEM product line the company pursues utilizing any method such product line/s or the company requires to become and/or stay proficient.

3. Must be willing to take all training required by any/all product lines necessary to keep the company and/or person eligible and up to date for said product line programs.
4. Must be DDC system certified on all current product lines and maintain certification. Loss of certification will result in loss of incentive pay and possible demotion.
5. Must be capable of working unsupervised.
6. All new hires must meet all requirements in 6 months.

CLASS B SHOP/ROAD ENGINE TECHNICIAN

To qualify for and remain a Class B Shop/Road Engine Technician, the employee must meet the following requirements:

7. Must meet all the requirements of a Class C Engine Technician.
8. Must be willing to learn and become proficient in any OEM product line the company pursues utilizing any method such product line/s or the company requires to become and/or stay proficient.
9. Must be willing to take all training required by any/all product lines necessary to keep the company and/or person eligible and up to date for said product line programs.
10. Must be DDC System Certified on three product lines of company's choosing and maintain certification. Loss of certification will result in loss of incentive pay and possible demotion.
11. Must have a valid CDL driver's license in their state of residence.
12. Have all hand tools up to & including ½" drive impact wrenches necessary to complete the work in a proficient manner.
13. Must meet all requirements of a class C Engine Technician.
14. Road technician must be willing to travel and stay away from home overnight with minimal notice.
15. Must be capable of working alone with minimal supervision
16. All new hires must meet all requirements in 6 months.

CLASS C ENGINE TECHNICIAN

To qualify for and remain a Class C Engine Technician, the employee must meet the following requirements:

1. Must be System Certified on two product lines of company's choosing and maintain certification. Loss of certification will result in loss of incentive pay and possible termination.
2. Must have basic hand tools necessary to perform assigned duties.
3. Must show a willingness to learn and accept product training in order to move up in classification.
4. Must have mechanical aptitude and be capable of working with supervision.
5. All new hires must meet all requirements in 12 months.

APPRENTICE- ON HIGHWAY TECHNICIAN

1. **Description** – Apprentice will work side by side with experienced J&T technician. Apprentice will assist Senior Tech in any and all phases of repair to include but not limited to diagnosis & repair of both mechanical & electronic problems, must keep complete, accurate records & must be able to communicate professionally & courteously with customers. Applicants must also have a valid driver's license.
2. **Pay range:** \$19.00 -\$22.00 base
3. Apprentice is expected to be inquisitive and flexible with respect to engines, transmissions and all related aspects of Vehicle systems. Repairs (except for PM Inspections) will be done with direct supervision of Senior technician.
4. **Requirements:** Apprentice will be expected to have limited tools but grow his personal tool inventory over time. Apprentice should expect to be flexible with hours and should be prepared to embrace the appropriate sense of urgency and commitment demonstrated by J&T technicians.
5. **Training :** In addition to hands on training in conjunction with working with senior technician, Apprentice will be expected to complete On Line training as designated by management.

APPRENTICE- MARINE ROAD TECHNICIAN

1. **Description** – Apprentice will work side by side with experienced J&T Marine Road technician. Apprentice will assist Senior Road Tech in any and all phases of repair to include but not limited to diagnosis & repair of both mechanical & electronic problems, must keep complete, accurate records & must be able to communicate professionally & courteously with customers. Applicants must also have a valid driver's license.
2. **Pay range:** \$23.00 -\$25.00 base with time and half for overtime hours
3. Apprentice is expected to be inquisitive and flexible with respect to engines, engine systems and all related aspects of Marine work. Repairs will be done with direct supervision of Senior Technician. Concentration: MTU direct injection and legacy 2 cycle engines, Detroit Series 60's and Volvo Penta diesels
4. **Requirements:** Apprentice will be expected to have limited tools but grow his personal tool inventory over time. Apprentice should expect to work significant over time, especially during summer months, and should be prepared to embrace the appropriate sense of urgency and commitment demonstrated by J&T Marine Road technicians
5. **Training:** In addition to hands on training in conjunction with working with senior technician, Apprentice will be expected to complete On Line training and be available for Instructor- led Factory Training on MTU and Volvo Penta engines

PREVENTATIVE MAINTENANCE TECHNICIAN

To be a Preventative Maintenance Technician, the Employee must meet the following requirements:

1. Employee must have valid driver's license in their state of residence.
2. Employee must be able to perform preventative maintenance on all products sold or serviced by Johnson & Towers.
3. Employee must be capable of dealing with customers on a one-on-one basis.
4. Employee must maintain clear and precise service records, work orders, time cards and any other documentation that the Employer deem is necessary, in a complete and accurate manner.

5. Employee must own and maintain all necessary tools to perform duties as listed above.
5. Employee must be attentive to cleanliness in regard to job site.
6. Employee must maintain a neat and orderly appearance at the beginning of each workday. Employee must wear supplied uniforms, safety glasses and steel toe shoes. When introducing himself to a customer, an Employee should present himself in a buttoned shirt over his Johnson & Towers blue tee shirt; the buttoned shirt can be removed when commencing work.
7. Employee must be able to follow directions when such directions are given.

ALL MAKES

CLASS A ALL MAKES TECHNICIAN

To qualify for and remain a Class A All Makes Technician, the employee must meet the following requirements:

1. Must meet all the requirements of Class B All Makes Technician.
2. Must be proficient at performing troubleshooting, resulting in an accurate diagnosis without supervision.

CLASS B ALL MAKES TECHNICIAN

To qualify for and remain a Class B All Makes Technician, the employee must meet the following requirements:

1. Must meet all the requirements of Class C All Makes Technician.

Must be capable of performing troubleshooting resulting in an accurate diagnosis with proper supervision.

CLASS C ALL MAKES TECHNICIAN

To qualify for and remain a Class C All Makes Technician, the employee must meet the following requirements:

1. Must demonstrate a wiliness to learn any and all systems and components found on medium and heavy duty on-highway trucks.

2. Must meet any factory or industry requirement for any system(s) dictated by business necessities at no out of pocket cost to the employee. Example: certification and/or training (instructor led and/or web based).

MISCELLANEOUS/UTILITIES

Anyone not listed in the above classifications who is utilized for maintaining basic shop cleanliness, wood shop area, boxing, banding, building skids, etc., and performing non-technical/minor labor work.

MODIFICATION DEPARTMENT

JOURNEYMAN ELECTRONIC/ELECTRICAL TECHNICIAN

To qualify for and remain an Electronic/Electrical Journeyman, the employee must meet the following requirements:

1. Must meet all the requirements of Class A Generator Technician.
2. Must have a minimum of 2 years formal training in electronics whether that be in the form of an Associates degree, military training or an accredited trade school.
3. Must be capable of correct and timely troubleshooting, diagnosis and repair of all electronic controls, systems and computer programs associated with all products that Johnson & Towers services. This includes but is not limited to MTU, Detroit Diesel, Allison along with a working knowledge of OEM systems for all product lines serviced by Johnson & Towers.
4. Must be able to use, install and operate all special testing equipment (including a computer) and maintain clear and concise records of all tests he performs.
5. Must possess the necessary computer skills to install, configure and troubleshoot both software and hardware with no supervision. The employee must be proficient using Windows based applications and Operating Systems including but not limited to Windows 2000, Windows XP, MS Word, MS Excel, MS Outlook and MS Access. Must be familiar with Remote Access Server (RAS) and TCP/IP Protocol.
6. Must be capable of interacting with manufacturer and/or OEM engineers to help resolve any electronic controls and systems issue that arises. Must be capable of interacting with manufacturer and/or OEM IT professionals to resolve computer related issues.
7. Must be able to consistently make repairs to acceptable standards of Johnson & Towers, MTU, Detroit Diesel, Allison and OEM systems for all lines serviced by Johnson & Towers.
8. Must have a valid CDL driver's license (not suspended or revoked).

9. Must be capable of dealing with customers on a one-on-one basis.
10. Must maintain clear and concise service records, repair orders, time cards and any other documentation that the employer deems necessary, in a complete and accurate manner.
11. Must own and maintain all necessary tools to perform duties as listed above.
12. Must be attentive to cleanliness in regard to job site.
13. Must have the willingness and ability to train employees/customers and interact with sales engineering.
14. When there is a lack of electronic work employee will perform PID/Sea trial or assist with mechanical repairs as necessary.
15. Employee who fails to maintain above requirements may be demoted only for just cause not lower than Class A Generator Technician.

CLASS A GENERATOR TECHNICIAN

To qualify for and remain a Class A Generator Technician, the employee must meet the following requirements:

1. Must meet all the requirements for a Class B Generator Technician.
2. Must be able to test generator sets under load test conditions as well as normal load bank testing.
3. Must be able to troubleshoot electrical/electronic problems and make necessary repairs without supervision.
4. Must be able to repair all type generators without repeated comebacks for workmanship and without supervision.
5. Must be able to wire and troubleshoot all type generators with schematics.
6. Upon completion of job, must accurately determine primary failed part, cause of failure and input into whether or not covered by warranty.
7. Must own and maintain tools, including multi meters, necessary to perform all tasks covered in Class A Generator Technician.
8. Employee who fails to maintain above requirements may be demoted only for just cause (subject to the contractual grievance procedure) and not lower than a Class B Generator Technician.

CLASS B GENERATOR TECHNICIAN

To qualify for and remain a Class B Generator Technician, the employee must meet the following requirements:

1. Must be able to test generator sets under load test conditions.
2. Must be able to troubleshoot electrical/electronic and mechanical problems and make necessary repairs, with supervision if needed.
3. Must be capable of making minor modifications to company's shop electrical system, if necessary.
4. Must be able to repair all type generators and make minor engine repairs with minimal supervision.
5. Must be able to wire and troubleshoot all type generators using a schematic or diagram as a guide.
6. Upon completion of job, must accurately determine primary failed part, cause of failure and input into whether or not covered by warranty, with supervision.
7. Must have a valid driver's license (not suspended or revoked)
8. Must own and maintain tools, including multi meters, necessary to perform all tasks covered in Class B Generator Technician.
9. Must be attentive to cleanliness in regard to job site.
10. Must be able to operate all special testing equipment and maintain clear and concise records of all tests he performs. Employee must also maintain clear and concise service records, work orders, time cards and any other documentation that the Employer deems necessary, in a complete and accurate manner.
11. Must be able to follow directions when such directions are given.
12. Employee who fails to maintain above requirements may be demoted only for just cause (subject to the contractual grievance procedure) and not lower than Generator Preventative Maintenance Technician.
13. To be upgraded to a Class A Generator Technician, an Employee must meet the qualifications of the classification and the Employer must determine there is a Class A Generator Technician job opening it seeks to fill.

GENERATOR PREVENTATIVE MAINTENANCE TECHNICIAN

To qualify for and remain a Generator Preventative Maintenance Technician, the employee must meet the following requirements:

1. Must have a valid driver's license (not suspended or revoked).
2. Must be able to perform preventative maintenance on all products sold or serviced by Johnson & Towers (excluding any upper classification operations).
3. Must be able to test run all units upon completion of the preventive maintenance service, to verify normal operation and check for leaks.
4. Must be able to relate to customers in a positive manner, and when at customer locations, abide by their policies.
5. Must maintain clear and concise service records, work orders, time cards and any other documentation that the Company deems necessary, in a complete and accurate manner.
6. Must own and maintain all of the necessary tools to perform duties as listed above.
7. Must be attentive to cleanliness in regards to the job site and his equipment.
8. Must be able to follow directions from foreman and/or lead person when such directions are given.
9. No separate road differential is paid for this classification beyond the wage rate shown in Exhibit "A" of the contract.

PARTS DEPARTMENT

DRIVER CLASS A CDL

To qualify and remain a Class A CDL Driver, the employee must meet the following requirements:

1. Must meet all of the requirements of a Class B Non-CDL Driver.
2. Employee who fails to maintain the above requirements may be demoted only for just cause (subject to contractual procedure) and not lower than Class B Non-CDL Driver
3. Must have a valid CDL license with any attachments necessary to complete delivery requirements.

DRIVER CLASS B NON CDL

To qualify and remain a Class B Non-CDL Driver, the employee must meet the following requirements:

1. Must meet all of the requirements of a Class C Non-CDL Driver.
2. Must pass the I.C.C. physical every two years.
3. Must be able to drive all parts delivery vehicles.
4. Must demonstrate knowledge of the delivery area and the ability to route himself properly.
5. Must be good at taking directions.

DRIVER CLASS C NON CDL

1. Must have a valid driver's license (not suspended or revoked).
2. Must have a good driving record with few or no points.
3. Must be able to learn to operate all loading and unloading equipment.
4. Must be capable of relating to customers in a positive manner, and maintain both his and shop records in a complete and concise manner, and any other documentation the company deems necessary.
5. Employee is responsible for making sure all loads are secured properly before departure.
6. Employee will be responsible for daily safety and maintenance checks on vehicles and reporting service needs to his supervisor immediately.

7. Employee is responsible for the keeping the interior and exterior of the vehicle clean.
8. Employee will be required to follow the guidelines to his position as set forth by management.
9. Employee will be used in the warehouse when there are no scheduled deliveries.
10. To be upgraded to a Class B Non-CDL Driver, an employee must meet the qualifications of the classification and the Employer must determine there is a Class B Non-CDL Driver job opening it seeks to fill.

PARTS WAREHOUSE - CLASS A

To qualify for and remain a Class A Parts Warehouseman, the employee must meet all the following requirements:

1. Must meet all of the requirements of Class B Parts Warehouseman.
2. Must have a working knowledge of the warehouse and perform assigned jobs without supervision.
3. Must be able to handle shipping, packaging and receiving functions without supervision. Must maintain all paperwork and documentation deemed necessary by the Company.
4. Must be able to perform all functions of the Parts Department warehouse, using daily work standards as a guide and computer programs relating to the Parts Department Warehouse, and also have some product knowledge.
5. Must help load and unload vehicles.
6. Employee will be used for emergency pick up (s) and deliveries using company car, van, or pick up truck when deemed necessary by the supervisor.
7. Must be able to operate all handling equipment.
8. Employee who fails to maintain above requirements may be demoted only for just cause (subject to the contractual grievance procedure) and not lower than Class B Parts Warehouseman.

PARTS WAREHOUSE - CLASS B

To qualify for and remain a Class B Parts Warehouseman, the employee must meet the following requirements:

1. Must meet all the requirements of Parts Warehouseman Class C.

2. Must be able to learn computer programs relating to the Parts Department Warehouse, using Johnson & Towers Daily Work Standards as a guide and be able to learn all Parts Department functions with minimal supervision.
3. Must be able to handle shipping, packaging and receiving functions with minimal supervision. Must maintain all paperwork deemed necessary by the Company.
4. Must help load and unload vehicles.
5. Employee will be used for emergency pick up (s) and deliveries using company car, van or pick up truck when deemed necessary by the supervisor.
6. Must be able to operate all handling equipment.
7. Employee who fails to maintain above requirements may be demoted only for just cause (subject to the contractual grievance procedure) and not lower than Class C Parts Warehouseman.

PARTS WAREHOUSE - CLASS C

To qualify for and remain a Class C Parts Warehouseman, the employee must meet the following requirements:

1. Must be able to learn and operate all handling equipment.
2. Must be physically able and able to learn jobs with minimal supervision and using daily work standards as a guide.
3. Employee will be required to work in yard area, when needed, and do necessary clean up in the warehouse.

COUNTERMAN - CLASS A

To qualify for and remain a Class A Counterman, the employee must meet the following requirements:

1. Must meet all of the requirements of Class B Counterman.
2. Must demonstrate that they have excellent knowledge of the parts cataloging and are able to identify and look parts up with no supervision.
3. Must be able to identify and evaluate the status of a returned core to determine if credit can be issued to a customer.
4. Employee who fails to maintain the above requirements may be demoted for just cause (subject to the contractual grievance procedure) and not lower than Class B Counterman.

COUNTERMAN - CLASS B

To qualify for and remain a Class B Counterman, the employee must meet the following requirements:

1. Must meet all the requirements of Class C Counterman.
2. Must demonstrate good knowledge of the parts cataloging and ability to identify and look up parts with minimal supervision.
3. Must be proficient in identifying truck components and systems.
4. Must be able to evaluate the status of a returned part to determine if credit can be issued to a customer.
5. Must show interest in product training, enroll in and complete training designated by the Parts Manager and Johnson & Towers at no cost to the employee.
6. Employee will be responsible for maintaining up to date paper cataloging and microfiche supplied by Johnson & Towers and vendors for all product lines.
7. Must adhere to the guidelines and rules set up by the Parts Manager and Johnson & Towers for the Parts Department.
8. Must be able to perform other functions within the Parts Department to fill in where needed due to absence or vacations of employees in other positions.
9. Must be capable of working the front and rear parts counters.
10. Employee who fails to maintain the above requirements may be demoted for just cause (subject to the contractual grievance procedure) and not lower than Class C Counterman.

COUNTERMAN - CLASS C

To qualify for and remain a Class C Counterman, the employee must meet the following requirements.

1. Must be able to communicate with the customer on a one on one basis.
2. Must have a minimal amount of product knowledge.
3. Must be able to successfully complete assigned parts training, at no cost to the employee.
4. Must be able to learn and maintain a working knowledge of all product parts systems and Johnson & Towers' internal business system with proper training by the company.

5. Must maintain a neat and orderly appearance; maintain a clean and safe work environment and wear company supplied uniforms.
6. Must be able to perform other lower level functions within the Parts Department to fill in where needed due to absence or vacations of employees in other positions.

The company will reimburse any employee who requires a CDL license the \$42.00 fee for their renewal.

EXHIBIT "D"

DRUG AND ALCOHOL PROGRAM

The Company Strictly Prohibits Alcohol or Illegal Drugs with respect to Employment. Possession, use, ingestion or sale of alcohol or drugs during the work day, including break times or lunch, on or off Company premises, is strictly prohibited and will be cause for severe discipline, including discharge. Reporting to work under the influence of alcohol or illegal drugs is prohibited and can also result in discharge.

Purpose. The Purposes of this policy are as follows:

1. to establish and maintain a safe, healthy working environment for all employees;
2. to insure the reputation of the Company and its employees as good, responsible citizens worthy of the skilled jobs entrusted to them;
3. to reduce the incidence of accidental injury to person or property;
4. to reduce absenteeism, tardiness and faulty job performance;
5. to provide assistance toward rehabilitation through Johnson & Towers Medical Insurance Coverage for any employee who seeks the Company's help in overcoming any addiction to, dependence upon or problem with alcohol or drugs.

Benefits: Inconvenience: Cooperation

Those employees with drug and alcohol abuse problems make up only a small fraction of the work force, and the Company regrets any inconvenience that may be caused the many non-abusers by the problems of the few. It is believed, however, that the benefits to be derived from the reduction in number of accidents, the greater safety of all employees, and the rehabilitation or termination of those who, because of alcohol or drugs, are a burden upon all other employees, will more than make up for any inconvenience or loss the rest of us might be subject to. The Company earnestly solicits the understanding and cooperation of all employees in implementing the policy set forth herein.

Definitions.

- a. alcohol or alcoholic beverages means any beverage that may be legally sold and consumed and that has an alcoholic content in excess of 0.5% by volume. This includes various kinds of distilled liquors, beer, wine etc.
- b. drug means any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it; the term drug also means any controlled substance, the sale or consumption of which is illegal.

The Company reserves the right to request anyone who is involved in a work related accident involving loss of time or damage to property to submit to a medical screening for alcohol or drug use.

If an employee refuses to submit to the aforementioned test, said employee shall be subject to disciplinary action up to and including discharge.

In the event of a positive screening result, an employee will be referred to a substance abuse treatment program. For the next twelve (12) months the employee will be subject to random testing by the Company

(i.e., not more than 4 tests in the 12 month period). On a second positive test, the employee will be terminated.

An employee, after testing positive, who refuses to accept referral to a substance abuse treatment program or who fails to complete said program, will be terminated.

An employee placed on suspension pending the outcome of his test, will be returned to his job, with back pay for his time lost, in the event the test is negative.

An employee may use accrued paid time during that disability.

2018 Holiday

Kept the holiday

Dennis Albeitz
Art Barstow
Mike Demarco
Bill Gaskill
Frank Graham
Gary Hellmig
Scott Loveland
Mike McMahon
Mark Morton
Victor Nagle
Tim Olden
Palmer Reap
Steve Seckinger
Bill Sims
Bryan Stewart

Paid the holiday

Nick Antochy
Matt Banse
Dillon Boyle
David Carrigan
Joe Celecki
Brent chandler
Jeff Knott
Brandon Larney
Anthony Masi
Michael Mathews
Brian Meister
Keith Miller
Jeremy Monaghan
Joe Thibodeaux
Ed Wiest

