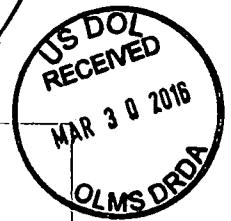


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# KANSAS CITY SITE CULTURE

I Care Enough to Provide Feedback

I Find and Fix Defects

I Follow & Improve Standards

## AGREEMENT 2015

*between*

THE INDEPENDENT OIL AND CHEMICAL WORKERS OF  
KANSAS CITY, KANSAS

*and*

THE PROCTER & GAMBLE MANUFACTURING COMPANY  
Kansas City Plant



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## **AGREEMENT**

*This Agreement is made and entered into this 30th day of June 2015 by and between The Procter & Gamble Manufacturing Company on behalf only of its plant located at 1900 Kansas Avenue, Kansas City, Kansas, hereinafter referred to as the Company, and The Independent Oil and Chemical Workers of Kansas City, Kansas, hereinafter referred to as the Union.*

## **Article I. RECOGNITION**

**Section 1.** The term "Employee" as used in this Agreement means each person employed by the Company at said Kansas City, Kansas, plant in production and maintenance work including clerical, warehouse, fire inspection, and laboratory work but excluding each person employed by the Company at said plant in the positions of administrative assistant, nurse, confidential employee, professional employee, supervisor trainee, supervisor, guard, or any non-manufacturing P&G employee co-located at the site as defined in the Labor Management Relations Act as amended.

**Section 2.** The Company recognizes the Union as the exclusive collective bargaining representative for all Employees employed by the Company at its 1900 Kansas Avenue, Kansas City, Kansas, plant as certified by the National Labor Relations Board in Case No. 17-RC-9532 for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment. The only purpose or intent of this Article is to recognize the Union pursuant to said certification and to identify the persons it represents.

## **Article II. GENERAL CONDITIONS**

**Section 1.** If any part of this Agreement is declared invalid by reason of existing or subsequently enacted legislation, valid governmental regulation or order, or by decree of a court of competent jurisdiction, then the invalidation of said part of this Agreement shall not affect nor invalidate the remaining parts of this Agreement, and they shall continue in full force and effect. Any provision of this Agreement which is subject to the approval of any appropriate governmental agency shall not be effective until such approval is granted.

**Section 2.** This Agreement constitutes the entire agreement between the Company and the Union, and it supersedes and replaces any and all agreements, whether written, oral, expressed, or implied, between or concerning the Employees or the Union and the Company. Any amendment, modification, deletion, or addition to this Agreement must be reduced to writing and duly executed by the Company and the Union in order to be effective.

***Article III. NON-DISCRIMINATION***

Neither the Company nor the Union shall discriminate against any Employee on the basis of race, color, religion, national origin, veteran status, sex, age (as defined in The Age Discrimination in Employment Act of 1967, as amended), qualified individual with a disability, or any other characteristic covered by law.

#### ***Article IV. MANAGEMENT FUNCTIONS***

The Company shall retain the exclusive rights to manage the business and plant operations, except where such rights are limited by the express written terms of this Agreement. These rights shall include, but not be limited to, the planning, direction, control, scheduling, establishment, modification, improvement, elimination, or discontinuance of all operations or any part thereof, including individual products, product lines, processes, or facilities; the determination of methods, quality standards, materials, or schedules; the determination of the volume of production, the size, composition, and duties of the work force, including changes, combinations, or eliminations of jobs, job duties, or classifications, and when and how many Employees to lay off for lack of work; the establishment, amendment, elimination, and enforcement of reasonable rules and regulations governing conduct and safety; the hiring, training, transfer, assignment, promotion, and demotion of Employees; the discipline, suspension, or discharge of Employees for just cause; and the determination of the kind, extent, and methods of work, if any, to be contracted or transferred out.

***Article V. UNION ACTIVITY***

The Company shall not discriminate against any Employee because of membership in the Union, and the Union shall not discriminate against any Employee because an Employee is not a member of or does not support the Union. There shall be no Union activity on an Employee's work time or on the plant premises except (1) where provided for under another provision(s) of this Agreement or (2) when an Employee who is at work is not required to be working at that time and confers with another Employee(s) who is at work but who is likewise not required to be working at that time, such as a paid rest period, lunch time, and immediately before the start or immediately after the end of the shift.

**Article VI. CONTINUOUS WORK SCHEDULE**

**Section 1.** *Appendix D* sets forth the hours, work schedules, and pay provisions for those employees assigned to work on a seven-day continuous operation schedule.

**Section 2.** The Company will notify the Union at least sixty (60) calendar days prior to the implementation of any work schedule for going to or coming from any continuous operation falling under the provisions of this Article.

**Section 3.** Provisions for Holidays, Vacations, and Illness and Accident Pay for Employees whose normal schedule is for more than eight (8) hours in a work day, for all or part of a calendar year, shall be modified to provide at least the same hours of pay as Employees who work a normal eight (8) hour, five (5) day schedule.

## **Article VII. HOURS OF WORK, OVERTIME AND PREMIUM PAY**

**Section 1.** Nothing herein shall be construed as a guarantee of hours of work per day or per week or for any other period of time.

**Section 2.** The "work week" shall be defined to be from 6:01 a.m. Monday to 6:00 a.m. on the following Monday. The "work day" shall be defined to be from 6:01 a.m. to 6:00 a.m. the next calendar day. From time to time, the Company may change the work week and work day within a division or business unit to match the starting time of work schedules that the Company may establish.

**Section 3.** The Company shall establish and have the right to change the starting and quitting time and the schedule of work for each Employee.

**Section 4.** When the Company changes both the start and stop times of an Employee's shift hours after the end of the Employee's last regularly scheduled shift preceding the Employee's last regularly scheduled days off, then such Employee shall be paid at the rate of time and one-half (1-1/2) the Employee's Schedule Rate for hours worked up to the normally scheduled daily hours for the regularly scheduled work day on the first such changed shift. An Employee's normally scheduled daily hours are those daily hours the Employee would be expected to work as part of normal schedule of operations existing at that time.

When the Company changes the schedule of an Employee, with less than two weeks notice, then such Employee shall be paid at the rate of time and one-half (1-1/2) the Employee's Schedule Rate for hours worked up to the normally scheduled daily hours for the regularly scheduled work day on the first such changed shift in the new schedule.

**Section 5.** All hours worked by an Employee in excess of the normally scheduled daily hours or in excess of forty (40) hours in a work week shall be paid at the rate of time and one-half (1-1/2) the Employee's Schedule Rate, except where such hours in excess of the normally scheduled shift occur as a result of granting the Employee's request to change his/her hours of work. An Employee who, at the Company's request, worked more than the normally scheduled daily hours shall not be required to thereafter take off an equivalent number of hours from the scheduled hours in the work week for the purpose of limiting that Employee's hours of work to the scheduled number of hours in that work week unless such is the result of the application of the *Leave of Absence Due to Lack of Work* Article.

**Section 6.** For Employees whose normal schedule is not part of a continuous operation, all hours worked on Saturday shall be paid at the rate of time and one-half (1-1/2) times the Schedule Rate and all hours worked on Sunday shall be paid for at the rate of double time times the Schedule Rate. Employees whose normal schedule is part of a continuous operation shall not receive these payments. For Employees whose normal schedule is part of a continuous operation, all hours worked on the Employee's scheduled day(s) off or outside their normal schedule shall be paid at the rate of time and one-half (1-1/2) times the Schedule Rate.

(Exception: Any Employee who requests to make up time lost during the week and for whom the Company is able to provide work shall be paid at his/her straight time base hourly rate.)

**Section 7.** Rates in excess of the straight time base hourly rate under this Agreement are of the two types listed below.

(a) **Overtime Rates.** These are rates paid for hours worked:

- (1) Over the normally scheduled daily hours in a twenty-four (24) consecutive hour period, pursuant to *Section 5* above.
- (2) Over 40 in a work week, pursuant to *Section 5* above.

(b) **Premium Rates.** These are rates paid for hours worked:

- (1) On an emergency call-in, pursuant to *Article IX*.
- (2) On Saturday, pursuant to *Section 6* above.
- (3) On Sunday, pursuant to *Section 6* above.
- (4) On an Employee's regularly scheduled day off, pursuant to *Section 6* above.
- (5) On a change of shift, pursuant to *Section 4* above.
- (6) On a holiday for the hours worked up to the scheduled hours of the regularly scheduled work day, pursuant to *Article XI*.

Hours worked for which either an Overtime rate or a Premium rate is paid shall not be included in the total of hours worked in determining whether an Overtime rate is due for other hours worked. If any hours worked can be paid for under more than one of the provisions listed above in (a) or (b) of this Section, then only one Overtime rate or one Premium rate, but not both, shall be applied to any hours worked. The higher of the applicable rates shall be used.

**Section 8.** For the purpose of computing Overtime, an Employee required to work any part of the first fifteen (15) minutes of an overtime hour shall be considered as having worked one-quarter (1/4) of an hour and by one-quarter hours thereafter.

An Employee scheduled to work on a non-scheduled work day, will be offered a minimum of 4hrs work. If said Employee works less than 4hrs, the Employee will be paid only for actual hours worked.

**Section 9.** An Employee called to do work remotely during non-scheduled work hours will be paid for travel time, assuming the Employee was away from home at the time of the call, and the actual work time at time and a half. If an Employee is called-in to work on a non-scheduled work day, and is coming from home, they will not receive any travel pay.

**Section 10.** Employees will be permitted to take one (1) ten (10) minute rest period during the first half of their shift and one (1) ten (10) minute rest period during the second half of their shift at the time designated by the Company. Employees will be permitted to take a third ten (10) minute rest period for ten (10) continuous hours of work and a fourth ten (10) minute rest period for more than twelve (12) continuous hours of work at the time designated by the Company.

## **Article VIII. DISTRIBUTION OF OVERTIME AND PREMIUM RATE WORK**

**Section 1.** Insofar as practicable, the opportunity to work at Overtime and at Premium rates, excluding pay for work performed on holidays (addressed separately in *Article XI*), shall be distributed equitably over each calendar year on an overtime hours worked basis among Employees in the same overtime and Premium unit who are qualified and available to do the required work. When in the company's judgment, work is required and the previously mentioned process for giving employees the opportunity to work has not produced enough employees to complete the work, then employees will be chosen using least overtime hours worked per department specific guidelines. An Overtime and Premium unit shall be a group of Employees for which separate Overtime and Premium rate records are maintained by the Company, and the Company shall notify the Union before any change thereto is made.

**Section 2.** An Employee who first enters an Overtime and Premium unit or returns to it in the same calendar year for any reason will return or enter the unit at his/her hours of overtime worked based on SAP reported hours. An Employee who transfers out of his/her home unit for any reason shall stay in his/her home unit for Overtime and Premium pay distribution purposes until he/she physically moves out of said unit into his/her new home unit.

**Section 3.** The Overtime sheet shall be updated not more frequently than once each work day. An updated SAP report will be provided for the previous work week, and such updated record shall be posted on the bulletin board in the amount of hours worked only.

**Section 4.** In equitably distributing the opportunity to work at Overtime and at Premium rates over each calendar year among Employees in the same Overtime and Premium unit, the normal method shall be to offer the next opportunity to the Employee(s) in the unit who has the lowest total and who is available and qualified to do the required work (exception: overtime that is part of scheduled, seven day operations is not added in). Notwithstanding this normal method, the opportunity may be assigned to and performed by an Employee from the following shift to cover any remaining time required.

*Article IX. CALL-IN*

A "call-in" shall be defined to be a situation where an Employee, at irregular intervals, is called back to the plant by the Company to do necessary work which the Employee is qualified to perform and does not include scheduled work. If emergency work arises after an Employee is called to the plant on a call-in, then the Employee shall handle the emergency work if requested by the Company. An Employee so called in shall receive the appropriate premium rate for hours worked and straight time at Schedule Rate for any remaining hours up to a minimum of four hours. The call-in ceases to be a call-in when the Employee works into his/her regular shift starting time. An Employee shall be considered out of the plant for purposes of this Article and subject to call-in if the Employee has completed the assigned shift of work, including any overtime, and has exited from the plant through a designated Employee gate and is thereafter called in from outside that gate.

**Article X. PAY RATES AND SCHEDULE DIFFERENTIAL**

**Section 1.** *Appendix A* sets forth the straight time base hourly rate applicable for each skill or combination of skills that is in existence at the execution date of this Agreement. The listing of such skill or combination of skills, pay rates, and business units creates no obligation on the Company to have any Employee in each or any such skill or combination of skills or business unit nor does it restrict the Company from exercising its rights as set forth in the *Management Functions* article.

**Section 2.** The term "*straight time base hourly rate*" as used in this Agreement means the hourly rate for the skill or combination of skills shown in *Appendix A*.

**Section 3.** When changes are made in the plant which create a new skill or combination of skills or a substantial change and/or substantial increase or decrease is made in the duties of an existing skill or combination of skills, the Company may determine if a new wage rate is appropriate. If the Company determines that a new wage rate is appropriate or decides not to change the then-current effective rate, it shall confer with the Union concerning the matter before such wage rate is established or re-established. If, after conferring with the Union, the Company and the Union cannot agree on a mutually acceptable wage rate, the Company shall put into effect the wage rate it last proposed to the Union and such rate shall remain in effect until the termination date of this Agreement; provided, however, the wage rate and its effective date shall be subject to negotiation at the negotiation sessions occurring for the next Agreement.

**Section 4.** Each employee will be assigned to a schedule. Their Schedule Rate will be the sum of their straight time base hourly rate plus the Schedule Differential associated with their schedule.

The Schedule Rate Differential will be:

All Kansas City rotation schedules, current and future, will be paid the appropriate shift adder identified in "A". "B" adders will be paid to employees working the 2-2-3 rotation schedule as agreed in 2012. See *Appendix E* for additional details.

		<b>Continuous Operation Adder</b>		<b>Night Shift Adder</b>		<b>Average Rate Adder</b>		<b>Schedule Rate Differential</b>
<b>A.</b>	<b><u>Schedule</u></b>							
	7-Day Rotation	\$0.75	+	\$0.45	+	\$0.30	=	\$1.50
	7-Day, Days	\$0.75	+	\$0.10	+	\$0.30	=	\$1.15
	5-Day, 3 Shifts			\$0.45	+	\$0.30	=	\$0.75
	5-Day, Days (tied to core)			\$0.10	+	\$0.30	=	\$0.40
	5-Day, Days (not tied to core)			\$0.03	+	\$0.30	=	\$0.33
<b>B.</b>	<b>7-Day 2-2-3 Rotation Schedule</b>							
	7-Day Rotation	\$0.15	+	\$0.45	+	\$0.30	=	\$0.90
	7-Day, Days	\$0.15	+	\$0.10	+	\$0.30	=	\$0.55

These differentials will be paid for all hours worked, but they will not be considered part of an employee's straight time base rate. From time to time, business may require development of additional schedules. The parties will agree on an appropriate schedule differential for such additional schedules.

**Article XI. HOLIDAYS**

**Section 1.** An Employee whose normal schedule is not a part of a continuous operation shall be paid Schedule Rate for 8 hours on the following holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day After Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	New Year's Eve Day
Labor Day	Individual Holidays (2)
Columbus Day	

Each eligible Employee must select by February 15, subject to the Company's agreement, scheduled work days in that year for that Employee's two (2) "individual holidays." If an eligible Employee fails by February 15 to notify the Company of the dates he/she has selected, then the Company shall thereafter assign scheduled work days within that year for that Employee's "individual holidays" and provide not less than thirty (30) days' notice in advance of said dates. Once "individual holiday" dates have been selected and approved by the Company or designated by the Company, they may be changed by the Employee only if the Company agrees.

**Section 2.** When any holiday is observed in an eligible Employee's designated vacation time, the holiday takes precedence and the Employee shall be entitled to the holiday pay for such day.

**Section 3.** An Employee who works on a holiday will be paid double time at Schedule Rate for hours worked in addition to his/her holiday pay.

**Section 4.** Any holiday which falls on a Sunday shall be observed on the following Monday. Any holiday which falls on a Saturday may, at the Company's option, be observed on the preceding Friday or the following Monday. The Company shall give at least sixty (60) calendar days notice as to when such Saturday holiday is to be observed. Whenever Christmas Eve Day and New Year's Eve Day fall on either a Saturday or Sunday, the Company will select another day, within that calendar year, to observe each such holiday and will notify the Employees of such date(s) at least sixty (60) calendar days in advance. The day observed as a holiday pursuant to this Section shall be the holiday, and the original calendar day of the holiday, if different, shall not be construed as a holiday for any purpose under this Agreement, except as provided for in Continuous Work Schedule operations.

**Section 5.** If the Company decides, in its sole discretion, that work will be performed on a holiday, the opportunity to work the holiday first will be offered to the team(s) that were normally scheduled to work that day, by order of seniority. Please see the site Holiday Staffing Policy for details.

## **Article XII. VACATIONS**

**Section 1.** Employees shall be eligible for vacations with pay on the following basis:

	<b>Vacation</b>	<b>Personal Holidays</b>
<b>For Year of Initial Hire</b>		
If hired between October 1 and December 31	None	None
If hired between July 1 and September 30	None	16 hours
If hired before July 1	40 hours	16 hours
<b>Continuous Service Completed Through December 31<sup>st</sup> of Current Year</b>		
1 year or more, but less than 5 years	80 hours	16 hours
5 years or more, but less than 10 years	120 hours	16 hours
10 years or more, but less than 15 years	160 hours	16 hours
15 years or more, but less than 25 years	200 hours	16 hours
25 years or more	240 hours	16 hours

**Section 2.** All vacation hours will be paid at Schedule Rate.

**Section 3.** Any Employee who is allowed to take a vacation prior to July 1 and is discharged or quits before July 1 of any year shall have any vacation pay previously paid in that year to which the Employee is not entitled under Section 4 below withheld from his/her final pay. All vacation of eighty (80) hours or less will be taken in a continuous period except by agreement between the Company and the individual Employee or except where the operation of the plant would be impaired.

By January 15 of each year, the Company will make available in each business unit a vacation request chart or sheet for that business unit listing each Employee and his/her potential number of hours of vacation for that year. As soon as feasible but not later than April 1, each Employee must indicate his/her request for vacation time on such chart or sheet. Each such request will be given consideration and the time requested by the Employee will be granted provided that the crewing needs of the plant and the business unit, in the Company's judgment, have been met first. If there are conflicts among Employees in the same business unit in requesting particular time periods for their vacation and all requests for the same period cannot be granted, then the conflict shall be so resolved by allowing the more senior Employee(s) involved to have such vacation period, provided the more senior Employee(s) had made their vacation request before April 1. If any Employee(s) had not made their vacation request before April 1, then any conflicts that arise shall be resolved by allowing the Employee(s) who made the request first in time to have such vacation period. The first eighty (80) hours of an Employee's requested vacation which is for the time period of June 1 through August 31 will be given consideration ahead of requests from any Employee for a vacation in excess of the employee's first eighty (80) hours in the same time period. However, the Company will schedule eighty (80) hours or less of each Employee's vacation, if requested prior to April 1, before scheduling an Employee's vacation for more than eighty (80) hours.

If an Employee fails to request the scheduling of his/her vacation by April 1, the Company may schedule the Employee's vacation time in one or more of the available vacation periods remaining in the calendar year, but any such scheduling of a vacation time shall be with at least thirty (30) calendar days' advance notice to the Employee. If such Employee desires to change the Company-selected vacation time to any other then open and available vacation period, he/she

must do so by notifying the Company of such change and the period selected within fourteen (14) calendar days after he/she had been first informed of the Company-selected vacation time. However, the Company shall have the final decision as to the scheduling of vacations, and the Company shall also have the right to make changes in the dates of vacation at any time with at least thirty (30) calendar days' advance notice to the affected Employee or without such notice when the circumstances occur within the thirty (30) calendar day period immediately before the start of such a vacation when the Company considers such change of vacation necessary to operate the plant. No vacation shall be taken without prior approval by the Company, and once a vacation time has been approved, it may not be changed without the approval of the Company. Vacations shall not accumulate from one calendar year to another.

**Section 4.** No vacation or vacation allowance will be paid an Employee terminated for cause at any time. An Employee who is terminated for a reason other than cause, or who voluntarily resigns, between January 1 and June 30 and who had completed at least four (4) full months of continuous service prior to such termination shall be eligible for a vacation allowance as set forth in the following table. This table shall also be used in determining vacation due to Employees who have spent time on Leave of Absence Due to Lack of Work. . . .

<b>Hours of Vacation Entitlement (excludes vacation purchase through IOP)</b>	<b>Hours of Vacation Allowance for each full month of employment since 7/1 of the previous year</b>
80	8
120	12
160	16
200	20
240	24

Note: Employees with 40 hours of vacation entitlement receive their full 40 hours if they have completed four (4) full months of service and none if they have not

**Section 6.** By agreement between the Employer and employee, vacation pay may be paid out for all or any part of an employee's vacation in the rare instance that business needs dictate an employee cannot use their vacation days, or in the event the employee cannot use the vacation in the time remaining in the calendar year (i.e., employee was on disability, LOA, etc.). All such requests must be approved by the immediate manager AND HR Manager.

**Article XIII. ABSENCE AND ILLNESS & ACCIDENT PAY**

**Section 1 – Incidental Absences Due to an Employee’s Own Illness.**

For each eligible Employee, the Company will pay “Absence Pay” for an Employee’s own personal illness. Time missed beyond 3 consecutive shifts will require medical documentation verifying the illness or injury, except as specified in Section 1 above. To be eligible for “Absence Pay,” an Employee must be on the active payroll. Absence Pay shall not accumulate or accrue and employees shall not be entitled to any amount of Absence Pay upon termination of or resignation from employment. Under no circumstances will an employee receive Absence Pay and pay associated with leave approved under the Disability Benefit Plan (described under Section 1) at the same time. Absences paid for personal illness under this Section 2 will be tracked as an unexcused absence under the Company’s attendance management standards.

**Section 2 – Pay Associated with Leave Approved Under the Disability Benefit Plan.**

For each eligible Employee, the Company will pay Illness and Accident Pay up to forty (40) hours time necessarily lost from work because of a qualifying Disability Benefit Plan absence that lasts longer than one week, but less than twenty-one (21) days for which the first week benefits are not otherwise paid for by any Disability Benefit Plan of the Employer; provided that for such time necessarily lost the Employee would otherwise not be eligible to receive or actually receive any money from the Company or a Company Plan or from the provisions of any law or from any other provisions of this Agreement. This Illness and Accident Pay shall not accumulate from one calendar year to another.

**Section 3.** The rate of payment for covered absences under Sections 1 and 2 above for each work day will be the Employee’s Schedule Rate time up to their normal scheduled hours per day.

**Section 4.** In order to qualify for pay under Sections 1 and 2, an Employee must have been necessarily absent from work due to said personal disability/illness for his/her full schedule on that work day; he/she must notify his/her department on or before each such day of absence because of said personal disability/illness in compliance with the Company’s call-in procedures, and, upon request, he/she shall furnish evidence of said personal disability/illness and the necessity for such absence that is satisfactory to the Company.

Employees on any approved leave of absence (intermittent or long-term) or who are receiving workers compensation benefits related to the Employee’s personal illness are not eligible for Absence Pay under Section 2.

***Article XIV. TIME LOST IN ARRANGING FOR AND ATTENDING A FUNERAL***

Each Employee shall receive pay for the time necessarily lost from work, up to a maximum of three (3) work days, due to arranging for and attending a funeral of a member of his/her immediate family. Such time necessarily lost will be paid up to the normally scheduled daily hours, for each such work day, at the Schedule Rate.

The immediate family shall include a parent, brother, sister, brother-in-law, sister-in-law, lineal grandparent, spouse, domestic partner, grandchild, son-in-law, daughter-in-law, child, and parent-in-law. Any Employee who intends to seek payment under this Article must notify the Personnel Manager of the death of the immediate family member as soon as possible in advance of so absenting himself/herself from work but, in any event, no later than during the first day of such absence.

Any special circumstances shall be brought to the attention of the Human Resources Manager. The decision in those special circumstances is final, and shall not be subject to challenge under the Grievance and Arbitration provisions of this Agreement.

***Article XV. TIME LOST AS PALLBEARER***

Each Employee who serves as a pallbearer at the funeral of an active or retired Employee or at the funeral of a member of such active or retired Employee's immediate family shall be paid for the time necessarily lost from work for such purpose for up to a maximum of the normally scheduled daily hours at the Employee's Schedule Rate. "Immediate family" shall mean the spouse or a dependent child of the active or retired Employee.

***Article XVI. JURY SERVICE***

Each Employee shall receive pay for the time necessarily lost from work when the Employee is called to and does perform jury duty. Pay for such time that is necessarily lost will be at Schedule Rate.

Such employee shall promptly notify the Company as soon as he/she learns that he/she is called for jury service and shall present evidence of the time necessarily lost for jury service. (Service, as used in this article, refers to reporting for jury service when summoned, whether or not he/she is used; it does not include being "on call" for jury service). An Employee who is scheduled on a night shift for the time involved in such jury service, if he/she desires to take advantage of this Article and so notifies the Company, may be transferred to a day shift for the period of said jury service.

**Article XVII. LEAVES OF ABSENCE**

**Section 1.** Upon written application to the Company setting forth adequate reason(s) for such request, a leave of absence without pay but without loss of seniority for a reasonable period of time may be granted by the Company to an Employee who has completed his/her probationary period. Any such request must be made as far in advance as possible but, in no event, any less than seven (7) calendar days in advance of the requested start of such leave.

**Section 2.** Upon written application to the Company setting forth adequate reason(s) for such request, a non-medical leave of absence without pay but without loss of seniority for a reasonable period of time may be granted by the Company to an Employee who has completed his/her probationary period. Any such request must be made as far in advance as possible but, in no event, any less than seven (7) calendar days in advance of the requested start of such leave. Employees requesting a leave of absence granted under the provisions of the Family and Medical Leave Act must follow the procedures outlined in the Company's FMLA policy, including requirements concerning eligibility, notice and return to work procedures.

**Article XVIII. SAFETY AND HEALTH**

**Section 1.** The Company shall continue to maintain and install at its plant such proper safety and/or health devices and/or equipment as are determined by the Company to be reasonably necessary to provide the proper protection for the lives, safety, and health of its Employees and other persons at its plant and for the protection of the property of the Company. Every Employee shall give full cooperation in the operation and use of such safety and/or health devices and/or equipment and/or safety procedures and to the Company's existing and future programs for promoting safe work and the prevention of accidents.

**Section 2.** Promptly after it has been prepared each year, the Company shall provide a copy of the OSHA 300 log to the Union.

**Section 3.** To lead the plant's Safety and Health Program, there will be a Safety Leadership Team which represents all business units and levels within the plant. The membership of that Safety Leadership Team will include at least one member designated by Union leadership. The purpose of this Safety Leadership Team shall be to ensure the plant is continuing to work towards an injury-free environment for all employees.

***Article XIX. MANAGERS WORKING***

Except in cases of new equipment or products, training, avoidance of waste or loss of production, materials or energy when an employee is not available in the immediate area, emergency, and similar situations, members of management shall not do the work of Employees in the bargaining unit. Whenever any of these cases occur, the regular Employee shall not suffer any loss of pay.

## **Article XX. SELECTION & PLACEMENT**

**Section 1.** The Company shall determine from time to time the specific skill or combination of skills (whether it be needed Basic Skills, Intermediate Skills, Advanced Skills, or some other combination) it needs in each Business Unit, the number of Employees it needs to possess any such skill or combination of skills in each Business Unit, and the distribution of skills among Employees in the Business Unit.

**Section 2.** The opportunity to acquire a skill or a combination of skills will be offered to Employees across the site. Any Plant Employee who desires such an opportunity shall be considered on the basis of Merit and the Employee's Ability to satisfactorily acquire and perform such skills. The plant will utilize the Best Candidate Selection Process CBA, TAG (Total Assessment), and/or seniority, as prescribed in the Plant Selection & Placement CBA. The Best Candidate Selection Process will be reviewed by a chartered team at least every 2yrs. ("Merit" and "Ability" are defined in *Appendix B*.) If, in the Company's judgment, there are one or more such Plant Employees seeking the opportunity who possess relatively equal Merit and relatively equal Ability to satisfactorily acquire and perform said skill(s), then such opportunity will be awarded to the most senior Plant Employee. If no such qualified Plant Employee wants the opportunity, then the Company may determine which Plant Employee will be assigned to acquire the needed skill(s). The Company shall post on the official bulletin boards for at least twenty-one (21) calendar days a notice when an opportunity across the site exists. Each such notice shall state the straight time base hourly rate associated with the skill or combination of skills. Any Employee who seeks such opportunity will be required to accept the opportunity if the Employee is selected for such opportunity. (Exception: When the Company notifies an Employee that he/she has been awarded such opportunity, it will also notify the Employee when he/she is expected to be released to the opportunity. If the expected release date is more than six (6) calendar months after the date of award, the Employee may decline the opportunity by so informing the Human Resources department within one calendar week of the award notification.) An Employee absent from work during the entire posting period may be considered for the opportunity if requested within two (2) weeks following his/her return date if no training or transfer of personnel to fill the opportunity has occurred.

**Section 3.** If an opportunity exists across the site and there are preferential bidders with merit for such opportunity, then that opportunity will be made available first to any Employee(s) who still possess preferential rights under the provisions of *Section 7* of this Article and next to other Employees in the Plant. Employees seeking that opportunity will be considered on the basis of Merit and the Employee's Ability to satisfactorily acquire and perform such skills. If, in the Company's judgment, two or more Employees seeking that opportunity possess relatively equal Merit and relatively equal Ability to satisfactorily acquire and perform said skill(s), then the most senior such Employee will receive the opportunity.

**Section 4.** If no such qualified Employee from the Plant wants the opportunity or if the opportunity is not long-term, then the Company may determine which other qualified and available Employee to assign to the open opportunity or it may fill such open opportunity by hiring an additional Employee.

**Section 5.** Any Employee who is selected for a promotion opportunity, upon moving into the opportunity, shall receive pay at one pay rate below that associated with the skill or combination of skills involved in this opportunity until such Employee becomes fully qualified to perform the required skill(s) without undue supervision. However, if after six (6) months of satisfactory

training an Employee is not yet fully qualified, he/she shall receive a pay rate one-half rate below that associated with the skill or combination of skills involved in this opportunity until such Employee becomes fully qualified to perform the required skill(s) without undue supervision.

**Section 6.** In the case of an Employee (1) who at the time has fifteen (15) or more years of seniority and whose skill or combination of skills was discontinued because of circumstances beyond the Employee's control and as a result said Employee has been involuntarily transferred from the Business Unit or (2) who at the time has twenty-five (25) or more years of seniority and who could no longer, in the Company's judgment, satisfactorily perform the required skill(s) because of physical impairment or health shall be considered a preferential bidder until he/she successfully bids on an opportunity.

**Section 7.** Notwithstanding the provisions of *Sections 1, 2, 3 and 4* above and the seniority of Employees, the Company may place Employees with disabilities who require accommodation on an opportunity which, in the Company's judgment based on medical information satisfactory to the Company, said Employee with a disability is able to fill. No other incumbent Employee shall be forced out of his/her position to provide such an opportunity for said Employee with a disability. The decision as to when such Employee with a disability is able to resume his/her former opportunity is to be made by the Company.

**Section 8.** Nothing in this Article shall interfere with the Company's placement of an Employee returning from military service with the Armed Forces of the United States in accordance with Company policy and the federal law.

**Article XXI. MAINTENANCE OF PAY RATE LEVEL**

**Section 1.** Each non-probationary Employee who is removed from his/her permanently bid skill or combination of skills through no fault of his/her own or because of reasons other than his/her physical impairment or health and is transferred by the Company to an available skill or combination of skills will continue to receive at least the straight time base hourly rate (including any general wage increases and lump sum distributions at his/her maintained rate) he/she was receiving on his/her permanently bid skill or combination of skills for all work performed on the skill or combination of skills to which he/she was transferred for thirty-six months. After thirty-six months wages will be frozen (excluding lump sum distributions, at one pay rate below maintained rate) until assigned rate reaches or exceeds maintained rate, or position found which returns them to maintained rate or above. MOR requires the following conditions to be met:

- a. The Employee contributes to his/her maximum skill capability.
- b. The Employee actively seeks, and if offered accepts, any available skill block opportunity that would advance the Employee toward his/her former pay rate level.
- c. The Employee acquires and satisfactorily performs the skills required in the skill block position to which he/she was transferred.

If any of these conditions are not met, as determined by the Company, or if the Employee elects to canvass or bid to a skill block position that carries a lower straight time base hourly rate than the skill block(s) position to which he/she is assigned as a result of the skill block(s) discontinuance, the affected Employee shall have his/her straight time base hourly rate reduced to the level appropriate to the skill block(s) position to which the Employee is transferred or assigned. This adjustment shall occur at the rate of ½ pay level every 3 months, until the appropriate rate is attained. The Company will advise the Union and the affected Employee before this adjustment begins.

**Section 2.** Each Employee who is at least fifty-five (55) years old and who is thereafter removed by the Company from his/her permanently bid skill or combination of skills for reason of physical impairment or health and transferred to an available skill or combination of skills which said Employee can do will continue to receive at least the straight time base hourly rate he/she was receiving on his/her permanently bid skill or combination of skills at the time he/she was removed from it for all work performed on the skill or combination of skills to which he/she was transferred. Said straight time base hourly rate will be maintained only until said Employee becomes eligible to apply for social security payments. An Employee whose straight time base hourly rate is being maintained under this *Section 2* provision will not be eligible to receive any general wage increase.

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## **Article XXII. JOB DISCONTINUANCES**

**Section 1.** When all of a non-probationary Employee's bid skill(s) are discontinued or said Employee is displaced as a result of this Article, then such Employee (the least senior employee(s) if all such permanently bid skill block positions are not discontinued) may displace a less senior Employee in the Business Unit whose skill or combination of skills the displacing Employee is able to satisfactorily perform without training. If the non-probationary Employee whose skill(s) are discontinued is unable to satisfactorily perform without training the skill or combination of skills of any less senior Employee in the Business Unit, then, if such Employee will be able to satisfactorily perform the Core Skills of said Business Unit, such Employee may displace the least senior Employee in the Business Unit; provided, however, that this provision does not apply if said least senior Employee has Advanced Skills. A skill or skill block is considered discontinued only if the Company expects it will remain discontinued for thirty (30) or more consecutive calendar days. In all other cases, the Company shall be able to assign such Employee to available work in his/her business unit or elsewhere. If the skill or combination of skills which has been discontinued becomes vacant again within one (1) year of an Employee's departure from the skill or combination of skills because it or they were discontinued, then such Employee shall be entitled to return to such vacancy without having to go through a bidding or canvassing procedure.

**Section 2.** An Employee may be temporarily assigned out of the business unit. During the period of such temporary assignment, the Employee shall receive no less than the Schedule Rate of his or her permanent skill or skill block. Whenever practical, the Employee temporarily assigned shall be the Employee with the least plant seniority on the shift in the business unit. However, it is recognized that there will be exceptions to the general rule, such as when a particular skill or training is needed in the skill or skill block combination to which temporary assignment is to be made or when the Employee with the least seniority is working in a skill or skill block combination from which it would be difficult to assign him or her temporarily or when the temporary assignment is for a period of one (1) work day or less.

**Section 3.** In order to maintain their pay rate levels in accordance with *Sections 1 and 2* of this article, the employee must meet the following criteria:

1. Agree to maintain and use skills/responsibilities when the opportunity arises.
2. Bid back to discontinued skill/position when the opportunity arises.
3. Maintain satisfactory work performance.

Failure to meet the criteria above will result in pay rate reduction to the rate that the employee is currently filling, as specified in *Article XXI, Section 1*.

### **Article XXIII. LEAVE OF ABSENCE DUE TO LACK OF WORK**

**Section 1.** When a reduction of force occurs, the affected Employees who have seniority will be placed on a leave of absence due to lack of work, according to plant seniority except in cases involving Advanced Skills.

**Section 2.** Employees placed on a leave of absence due to lack of work will be eligible for recall in order of seniority, provided there is a vacancy within twelve (12) months of the date of leave of absence and he/she is qualified to fill the vacancy. If the Employee is not recalled within this period, he/she will be terminated and all rights under this contract will cease. The Company will give notice to him/her by mailing a certified letter or telegram to the last address he/she left with the Company. He/she must return to work within seven (7) calendar days of the day on which the letter is mailed. Failure to do so will result in termination at the expiration of the seven-day period. In all cases of termination of employees on leave of absence due to lack of work, the effective date of the termination is the last day worked.

**Section 3.** The Company shall give an Employee two (2) weeks' notice before placing him/her on a leave of absence due to lack of work. Two (2) weeks' base pay may be given instead of notice at the Company's choice.

**Section 4.** Employees may continue to participate in the then-current health care plan and the Equitable Dental coverage for up to one year from the start of such leaves of absence by paying the full premium for these benefits during the time spent on leave. If the Employee chooses to remain in these benefits, premiums due after his/her leave begins but during the balance of the month in which he/she is placed on leave will be deducted from his/her last paycheck. Thereafter, full payment of premiums must be made by the Employee on or before the first of the month in which the premiums are due. If the Employee returns to work prior to or during the payroll period from which the monthly premium is normally deducted, the Company's portion of that month's premium will be returned to the Employee.

**Section 5.** Should the Employee discontinue participation in any or all of the above benefits at the time he/she goes on leave or while on such leave he/she will be eligible for immediate participation on his/her return to work from such leave, provided the other requirements, if any, of the benefits are met.

**Section 6.** Information concerning any reasonably predictable leave of absence due to lack of work for Employees shall be given to the Union as far in advance as practicable.

**Section 7.** An Employee on leave of absence due to lack of work is not an Employee under this Agreement except where specifically included by the expressed words of this Agreement.

***Article XXIV. INCIDENT-RELATED DRUG TESTING***

The Company and the Union agree that Employees are prohibited from possessing, distributing, or being under the influence of alcohol or controlled substances while at work. It is agreed that the Company will continue to utilize an Incident-Related Alcohol and Drug Testing Program as defined by *Appendix G*. National Institute on Drug Abuse (NIDA) approved procedures will be used where appropriate.

**Article XXV. COLLECTION OF DUES**

**Section 1.** The Company will deduct from each paycheck 1/26 of the total annual Union dues of each Employee who has completed a checkoff authorization and will pay the dues so deducted promptly to the Treasurer of the Union. In case an Employee has no earnings due to illness or disability or leave of absence due to lack of work or other reasons, no dues will be deducted.

**Section 2.** Collection of dues checkoff authorization will be done electronically via an e-form. The Employee may revoke the authorization by providing written notice to the Company and Union.

**Article XXVI. UNION BULLETIN BOARD**

**Section 1.** The Company will permit the Union to use not more than three (3) bulletin boards provided by the Company at locations in the plant mutually agreed upon by the Company and Union for the exclusive use by the Union to post official Union notices of the following kinds only:

- (a) Time and place of Union meetings, conventions, social events, and conferences.
- (b) Internal Union elections and appointments and the results of any such elections.
- (c) Changes or proposed changes to the Union's internal constitution and/or bylaws.
- (d) Other non-controversial official Union notices, provided the Company has first specifically agreed in advance to the posting of each such notice.

Each of the above type notices shall be furnished to the designated Company representative for prior approval and shall bear the signature of the Union representative designated by the Union for this purpose. Such representative shall be the only Employee permitted to post such approved notices on said bulletin boards. This Article shall not permit the posting of any political advertising or controversial matter on said bulletin boards.

**Section 2.** The Company will also permit the use of the plant's closed-circuit television system for the purpose of communicating brief messages, as specified in *Section 1* above or to call attention to Union bulletin board postings.

## **Article XXVII. SENIORITY**

**Section 1.** An Employee shall be probationary and shall not acquire any seniority until he/she has completed in the employ of the Company twelve (12) total calendar months' service since the Employee's last date of hire. Time spent on any periods of absence from work in excess of one week, including health-related absences, shall not count toward accrual of the twelve (12) month requirement. During such probationary period, said Employee may be terminated at any time at the Company's sole discretion, and any such action shall not be subject to challenge through the Grievance Procedure or the Arbitration Procedure of this Agreement. Upon completion of said probationary period, an Employee shall acquire seniority calculated from his/her last date of hire.

**Section 2.** Seniority shall be the length of continuous service with the Company starting with the Employee's last date of hire. If two or more Employees have the same last date of hire, then their order of seniority shall be established by a random drawing. However, an Employee who formerly had been an Employee shall have greater seniority than any other Employee hired for the first time on the same day. If there are two or more such former Employees who are rehired on the same day, then the order of seniority of such Employees shall be determined by the length of their prior employment with the company.

**Section 3.** The type of seniority to be used will be plant seniority by business units. An Employee's plant seniority shall be in the business unit where the Employee holds a permanent opportunity and shall remain in said business unit until such time as he/she successfully bids on another permanent opportunity in a different business unit or until he/she otherwise is permitted to transfer into a permanent opportunity in another business unit.

**Section 4.** An Employee's seniority and employment status shall terminate if the Employee:

- (a) Quits;
- (b) Is discharged for cause;
- (c) Is on leave of absence due to lack of work (LOA-LOW), as provided in *Article XXIII*, for a consecutive period exceeding twelve (12) months;
- (d) Fails to return to work within seven (7) calendar days from the date of mailing a certified letter notifying the Employee to return to work from a LOA-LOW. An Employee who is on a LOA-LOW shall furnish and maintain currently with the Company his/her correct address and telephone number, and the Company may conclusively rely upon such last given address in sending said notice of return to work from LOA-LOW;
- (e) No-call, no show for 3 or more consecutive shifts;
- (f) Retires.

**Section 5.** Upon a request from the Union, which request shall be made not more frequently than once each year, the Company shall provide the Union with a copy of a list setting forth the name and seniority date of each Employee.

## **Article XXVIII. GRIEVANCE PROCEDURE**

**Section 1.** A "Grievance," as such term is used in this Agreement, is limited to and means only a disagreement between an Employee or Employees and the Company or between the Union and the Company involving the application or interpretation of any written provision(s) of this Agreement. An individual Employee or group of Employees are not entitled to process a grievance on their own behalf without the assistance and approval of the Union.

**Section 2.** A Grievance shall be processed in the following manner. The time limits herein specified can be extended only by mutual agreement between the Company and the Union.

**Step 1.** A Grievance shall first be taken up by the Employee-Grievant and his/her Union elected representative with his/her immediate manager or Business Unit Leader, within fourteen (14) calendar days of the occurrence complained of.

**Step 2.** Should the immediate manager or Business Unit Leader not dispose of the Grievance to the satisfaction of the Employee-Grievant within fourteen (14) calendar days after the Grievance was taken up at Step 1, the Grievance shall be presented by the Employee-Grievant and his/her Union elected representative to the Group/Operations Manager for that portion of the plant within twenty-one (21) calendar days after the Grievance was taken up at Step 1.

**Step 3.** Should the Group/Operations Manager not dispose of the Grievance to the satisfaction of the Employee-Grievant within fourteen (14) calendar days after the Grievance was presented at Step 2, and the Union Board has deemed the grievance valid, then the Grievance shall be reduced to writing by the Employee-Grievant and/or his/her Union elected representative, stating all the material facts upon which it is based and the written provision(s) of this Agreement claimed to have been violated and shall be signed and dated by the Employee-Grievant and shall be delivered to the Plant Manager within twenty-one (21) calendar days after the Grievance was presented at Step 2. The Union Board (not more than three Employees designated by the Union) shall then present the written Grievance for discussion to the Plant Manager and/or other Designated Member of plant management at a mutually agreeable time within thirty (30) calendar days after the written Grievance was delivered to the Plant Manager. The Plant Manager or other Designated Member of plant management shall present a written reply to the Grievance to the Union within fourteen (14) calendar days after the Step 3 meeting involving said Grievance.

**Section 3.** No Grievance, the basis for which occurred prior to the effective date of this Agreement, nor any Grievance, the basis for which occurred after the expiration date of this Agreement, shall be considered or be subject to adjustment under this Article. The Grievance Procedure and the Arbitration Procedure established herein shall be the sole and exclusive remedy available to an Employee and the Union for any alleged breach of this Agreement.

**Section 4.** Union elected representatives, as that term is used herein, shall be Employees selected by the Union to present Grievances within said Employee-Grievant's area of the plant.

If the Union elected representative(s) from an Employee-Grievant area of the plant is not available, the Employee-Grievant may request representation with respect to said Employee-Grievant's Grievance by a Union elected representative from another area of the plant who is in the plant and can be conveniently released from work to provide such representation. The Union shall inform the Company in writing of the name of each Union elected representative and the area he/she serves and any changes thereto.

**Section 5.** An Employee-Grievant presenting a Grievance in Step 1 or 2 of *Section 2* hereof shall be paid only for time necessarily lost in presenting said Grievance to the specified Company representative. Time spent by a Union elected representative or other Employee designated by the Union in presenting a Grievance to the specified Company representative at Step 1 or 2 or 3 of *Section 2* hereof shall be without loss of pay at his/her straight time base hourly rate for time necessarily lost from work.

**Section 6.** The appropriate Union elected representative shall be released from work for a reasonable amount of time necessary to investigate a Grievance of an Employee-Grievant in the area which he/she services, without loss of pay at his/her straight time base hourly rate for time necessarily lost from work. Before any such Union elected representative can be so released, he/she shall request and obtain the permission of his/her immediate manager or Business Unit Leader and the permission of the Employee-Grievant's immediate manager or Business Unit Leader, if different. Such permission(s) shall be granted as soon as feasible after the requests have been made. Any Union elected representative who is so released shall record, as directed by the Company, such time necessarily lost from work that was spent in said investigation of a Grievance.

## **Article XXIX. ARBITRATION PROCEDURE**

**Section 1.** If the Union is dissatisfied with the reply to a Grievance given by the Company pursuant to Step 3 of *Section 2 of Article XXVIII* hereof, then the Union may proceed to arbitration of the Grievance before a Board of Arbitration, provided each and all of the following requirements have occurred and have been met:

- (a) The Grievance had been timely filed and properly processed through each of the Steps of the Grievance Procedure, and
- (b) The Union has delivered to the Company a written notice of the Union's desire to proceed to arbitration within thirty (30) calendar days of the date said written Step 3 reply of the Company was delivered to the Employee-Grievant or his/her Steward, whichever first received it, or of the date said written Step 3 reply of the Company was due to be delivered as set forth in *Article XXVIII, Section 2*, and
- (c) Said written Union notice of the Union's desire to proceed to arbitration designates the name of the Union's representative on the Board of Arbitration.

**Section 2.** The Board of Arbitration shall consist of a representative of the Company, a representative of the Union, and a neutral third arbitrator selected by and mutually agreeable to the Union and the Company. Promptly after receipt of a written notice of the Union's desire to proceed to arbitration which is in compliance with *Section 1* above, the Company shall notify the Union of the Company's representative to the Board of Arbitration for said Grievance. The third and neutral arbitrator will be selected from an agreed upon list of four (4) third neutral arbitrators who are (1) Mark Berger, (2) Joseph Rohlik, (3) Thomas Cipolla and (4) George Fitzsimmons. The selection of the third neutral arbitrator will be in the order listed and shall be in the same rotation thereafter. If a listed neutral arbitrator dies or otherwise permanently declines to serve on said panel, then the Company and the Union shall mutually agree to a substitute for each who is so removed from the listing.

**Section 3.** The Board of Arbitration so selected for a Grievance shall hear only the one Grievance for which it was selected, and two or more Grievances shall not be joined together for hearing by the same Board of Arbitration. The Board of Arbitration shall not convene until after the Company and the Union have agreed upon and signed a joint stipulation of the issue or issues in that Grievance. The Company and the Union will make a sincere, good faith effort to arrive at a joint stipulation of the issue(s). The Board of Arbitration shall limit itself to only the issue or issues as stipulated in writing jointly by the Company and the Union and shall neither add to nor subtract from the stipulated issue(s). The Board of Arbitration shall render its decision in writing promptly, and if such decision is joined in by at least two of the three arbitrators on the Board of Arbitration and is in conformity with the powers granted the Board of Arbitration herein, it shall be final and binding upon the Employees, the Company, and the Union. The sole function of the Board of Arbitration shall be to interpret only the express provisions of this Agreement and apply them to the specific facts presented at the hearing before the Board of Arbitration. The Board of Arbitration shall have no power or authority to add to, delete from, or otherwise alter this Agreement; nor to establish or change any wage rates; nor for any event occurring prior to July 1, 1999; nor for any event occurring beyond the termination of this Agreement.

**Section 4.** Each Grievance for which a written notice of the Union's desire to proceed to arbitration has been delivered to the Company in compliance with *Section 1* above shall proceed to arbitration before a Board of Arbitration in the same chronological order as the written notice

was delivered; provided, however, that any Grievance which involves the discharge of an Employee or Employees shall be moved to the front of all other pending non-discharge Grievances for which a hearing date before the Board of Arbitration has not yet been set and shall be next in line.

**Section 5.** The expenses and compensation of the neutral third arbitrator incident to the arbitration heard by him and the expenses of the hearing room, if any, and the expense of the transcript of both the testimony and exhibits shall be borne equally by the Company and the Union. Said transcript and exhibits shall be the official record of the hearing. All other expenses, including pay for time necessarily lost from work to attend the hearing, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other party.

**Article XXX. WORK STOPPAGE AND LOCKOUTS**

**Section 1.** Neither the Union, its officers, its representatives, its members, nor any Employees shall authorize, cause, encourage, ratify, condone, or participate for any reason in any kind of strike, sympathy strike, slow-down, sit-down, boycott, picketing, walkout, refusal to work, or any other form or kind of interruption of the production or business operation of the Company at its Kansas City, Kansas, plant or any other location of the Company or its Parent Company or at any other subsidiary of the parent Company during the term of this Agreement.

**Section 2.** Each Employee who violates the provisions of *Section 1* above may be disciplined up to and including termination for such violation.

**Section 3.** The Company shall not lock out Employees; provided, however, that in the event there is any violation of *Section 1* above, this *Section 3* shall not apply.

***Article XXXI. COMPANY PLANS***

The Company's Basic Group Life Insurance Plan, Voluntary Life Insurance Buy-up Plan, Profit-Sharing Plan, Disability Benefit Plan, Stock Investment Program, and Employee Education Plan are not part of this Agreement. This Agreement does not in any way limit the operation and/or provisions of each such Plan or Insurance.

***Article XXXII. HEALTH CARE PLANS***

The employer has established and sponsors healthcare benefits for its U.S. employees and dependents. The employer provides these benefits because the employer believes it to be a sound business practice and desirable protection for the employees. The employees and dependents covered by this agreement shall be eligible for and entitled to the benefits provided under such plan to the same extent and under the same terms and conditions as the employer's other U.S. employees. Nothing in this Agreement amends or modifies the provisions of the employer's benefit plans.

***Article XXXIII. DENTAL***

The employer has established and sponsors dental benefits for its U.S. employees and dependents. The employer provides these benefits because the employer believes it to be a sound business practice and desirable protection for the employees. The employees and dependents covered by this Agreement shall be eligible for and entitled to the benefits provided under such plan to the same extent and under the same terms and conditions as the employer's other U.S. employees. Nothing in this Agreement amends or modifies the provisions of the employer's benefit plans.

**Article XXXIV. FLEXIBLE BENEFITS PROGRAM**

Employees earn FlexComp Credits according to your Profit Sharing, fiscal year base pay, and length of service

<u>PS YOS as of 6/30 of prior year</u>	<u>Annual Credit</u>
1-9	1%
10-24	1.5%
25 or more	2 %

For specific options available, see summary plan online.

Credit amounts are figured using percentages above and Profit-Sharing Trust salary.

For specific options available, see summary plan online.

Grandfather individuals who have reached 20 years of service or will reach 20 years of service by June 30th, 2018. These individuals will receive 1.8% until they reach 25 years of service.

**Article XXXV. EXTENSION/CONTINUATION OF BENEFITS**

**Section 1.** For the eligible surviving spouse and dependents of an Employee who dies during the term of this Agreement and who was at the time of his/her death a participant in the Company's group health care plan and the Company's group dental expense plan (as provided in Articles XXXII and XXXIII of this Agreement), the Company shall pay the same amount toward the monthly premium for said plans for said surviving spouse and dependents for up to twelve (12) months after said Employee's death as the Company would have paid toward such monthly premiums if said Employee had remained alive.

- a) The eligible surviving spouse and/or dependents covered by this provision are those who so existed at the time of the Employee participant's death. "Eligible surviving spouse" means the person legally married to the Employee participant and who is not separated from the Employee participant. The Employee participant and spouse are considered to be separated if the separation has been granted by court decree or if the Employee participant and spouse have been living apart for one year or more because of marital trouble or desertion.
- b) Such coverage will be provided with the eligible surviving spouse as the primary participant. If there is no eligible surviving spouse, then the coverage would be provided for the surviving dependents who existed at the date of the Employee participant's death.
- c) This provision would cease at the end of the month which is twelve (12) months after the month in which the Employee participant died or whenever the eligible surviving spouse remarried or died, whichever of them occurred first.
- d) Should the surviving spouse die, this provision would cease for any eligible dependent at the end of the month which is twelve (12) months after the month in which the Employee participant died or whenever such dependent marries, dies, or becomes an adult, whichever of them occurs first.

**Section 2.** For the eligible surviving spouse who elects coverage under the provision of Section 1 above, of either the Company's group health or dental care plan, the Company shall make available to him/her on the first of the month following the end of twelve (12) months after the eligible Employee died said group health and/or dental plan coverage on a fully contributory basis paid by the surviving spouse. Such coverage shall be available only to the surviving spouse and will end when the spouse remarries. This provision applies only to the spouse of an Employee who was retirement-eligible at the time of his/her death.

## **Article XXXVI. RETIREE INSURANCE**

**Section 1.** The Company will provide the U.S. Company Retiree Life Insurance benefit for an employee who retires during the life of this Agreement, who at the time of retirement was a participant in the Basic Group Life Insurance Plan.

**Section 2.** The U.S. Retiree Dental Plan will be provided for an employee who retires during the life of this Agreement who are participants in the Dental Plan. The employee will pay the calculated dental plan premium established by the company. The Company will pay the remainder of the working rate for the dental plan not paid for by the employee's premium.

**Section 3.** For an eligible Employee whose first day of retirement is on or after the effective date of this Agreement and prior to its expiration date, the Company agrees to provide for such retired Employee and his/her spouse, who were participants in the Procter & Gamble Managed Health Care Plan at the time of the Employee's retirement and who timely makes each month the monthly contribution designated annually by the Company, the same or a similar group health care plan that is designated by the Company. An Employee retiring at age 55-59 must have age and years of service totaling 75 or more. An Employee retiring at age 60-69 must have completed 10 years of service.

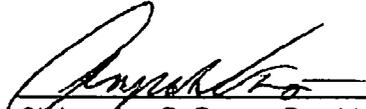
**Section 4.** For the eligible surviving spouse of an Employee who had retired pursuant to *Section 2* or *3* above and who later dies and who was participating at the time of said death in the group health and/or dental care plan provided for in *Section 2* or *3* above, the Company agrees to provide such group health and/or dental care plan coverage to the eligible surviving spouse and dependents of said deceased retired Employee for up to twelve (12) months after the death of said retired Employee participant.

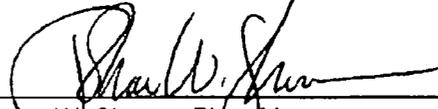
- a) The eligible surviving spouse and/or dependents covered by this provision are those who so existed at the time of the retired Employee participant's death. "Eligible surviving spouse" means the person legally married to the retired Employee participant and who is not separated from him/her. The retired Employee participant and spouse are considered to be separated if the separation has been granted by court decree or if the retired Employee participant and spouse have been living apart for one year or more because of marital trouble or desertion.
- b) Coverage will be the same as provided in *Section 2* or *3* above, and the premium payments will also be as provided in *Section 2* or *3* above.
- c) Coverage would be provided with the eligible surviving spouse as the primary participant. Where no such spouse exists, the coverage would be available to the surviving dependents who existed at the date of the retired Employee participant's death.
- d) This coverage shall cease at the end of the month which is twelve (12) months after the month in which the retired Employee participant died or whenever the surviving spouse remarried or died, whichever of them occurred first. Should the surviving spouse die, this coverage would cease for any eligible dependent at the end of the month which is twelve (12) months after the month in which the retired Employee participant died or whenever such dependent marries, dies, or becomes an adult, whichever of them occurs first.

**Section 5.** For the eligible surviving spouse who elects coverage under the provisions of *Section 4* above, of either the Company's group health or dental care plan, the Company shall make available to him/her on the first of the month following the end of twelve (12) months after the eligible retired Employee died, said group health and/or dental plan coverage on a fully contributory basis and paid by the surviving spouse. Such coverage shall be available only to the surviving spouse and will end when the spouse remarries.

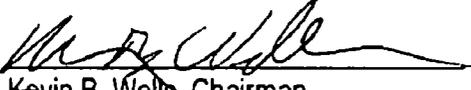
**Article XXXVII. EFFECTIVE DATE, DURATION AND TERMINATION**

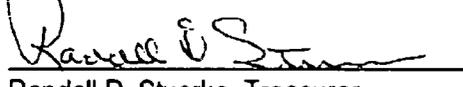
This Agreement shall be effective on July 1, 2015, and shall continue in effect through and including June 30, 2018, and shall be automatically renewed from year to year thereafter, unless at least sixty (60) calendar days prior to said expiration date of this Agreement or the expiration date of any such renewal thereof, a written notice of termination shall be received by either party from the other. The terms and conditions of this Agreement are in effect only during the term of this Agreement, and they are not in effect with respect to any event(s) which occur either before the effective date of this Agreement or after the termination date of this Agreement.

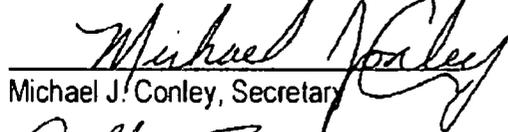
  
\_\_\_\_\_  
Christopher R. Foster, President  
**THE INDEPENDENT OIL AND  
CHEMICAL WORKERS UNION  
OF KANSAS CITY, KS**

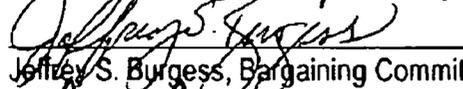
  
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John W. Shaver, Plant Manager  
**THE PROCTER & GAMBLE  
MANUFACTURING COMPANY  
KANSAS CITY PLANT  
KANSAS CITY, KS**

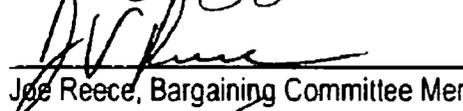
  
\_\_\_\_\_  
Raymond G. Horton, Vice President

  
\_\_\_\_\_  
Kevin B. Wells, Chairman

  
\_\_\_\_\_  
Randall D. Stuerke, Treasurer

  
\_\_\_\_\_  
Michael J. Conley, Secretary

  
\_\_\_\_\_  
Jeffrey S. Burgess, Bargaining Committee Member

  
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Joe Reece, Bargaining Committee Member

  
\_\_\_\_\_  
Matthew R. Whisenant, Bargaining Committee Member

**APPENDIX A**

BUSINESS UNIT	PRL
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**Chemicals Business**

Chemicals Tech I	1
Chemicals Tech II	2
Chemicals Tech III	3
Chemicals Tech IV	4
Chemicals Tech V	5

**Accounting Support Unit**

Accounting Tech I	1
Accounting Tech II	2
Accounting Tech III	3

**Purchasing Support Unit**

Purchasing Tech I	1
Purchasing Tech II	2
Purchasing Tech III	3

**Quality Assurance Unit**

Quality Assurance Tech I	1
Quality Assurance Tech II	2
Quality Assurance Tech III	3

**PAY RATES**

BUSINESS UNIT	PRL
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**LDL Processing Business**

Liquids Making Tech I	1
Liquids Making Tech II	2
Liquids Making Tech III	3
Liquids Making Tech IV	4
Liquids Making Tech V	5

**LDL Converting Business**

Liquids Converting Tech I	1
Liquids Converting Tech II	2
Liquids Converting Tech III	3
Liquids Converting Tech IV	4
Liquids Converting Tech V	5

**Data Systems Unit**

Data Systems Tech I	1
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**Logistics Support Unit**

Logistics Tech I	1
Logistics Tech II	2
Logistics Tech III	3

**Risk Management Unit**

Risk Management Tech I	1
Risk Management Tech II	2
Risk Management Tech III	3

**Engineering Unit**

Controls and Information System Tech I	1
Controls and Information System Tech II	2
Controls and Information System Tech III	3

## APPENDIX A - PAY RATES

Employees hired prior to 7/1/06 will be paid at the following rates:

Pay Rate Level	Effective 7/13/15	Effective 7/1/16	Effective 7/1/17
1	\$32.20	\$32.72	\$33.24
2	\$30.24	\$30.72	\$31.21
3	\$28.66	\$29.12	\$29.59
4	\$27.05	\$27.48	\$27.92

Employees hired as of 7/1/06 will be paid at the following rates:

Pay Rate Level	Effective 7/13/15	Effective 7/1/16	Effective 7/1/17
1	\$31.10	\$31.80	\$32.52
2	\$28.33	\$28.97	\$29.62
3	\$24.35	\$24.90	\$25.46
4	\$22.28	\$22.78	\$23.29
5	\$19.52	\$19.96	\$20.41

## **APPENDIX B**

The following are definitions of various terms used in this Agreement:

- Business Unit** As established by the Company from time to time, the smallest semi-autonomous organization unit existing in the Plant that contains employees with the mix of skills that would enable the Business Unit, as a unit, to achieve business objectives.
- Basic Skills** The combination of skills, as determined by the Company from time to time, that are the minimum necessary skills to function as a member of a Business Unit.
- Intermediate Skills** The combination of skills, as determined by the Company from time to time, that are greater than Basic skills but less than Advanced skills and are necessary for one or more members of a Business Unit to possess for that Business Unit to function properly. Intermediate skills are normally associated with technical and/or leadership skills in the maintenance, chemical analysis, and administrative skill blocks.
- Advanced Skills** The combination of skills, as determined by the Company from time to time, that are the highest level of skills necessary for one or more members of a Business Unit to possess for that business unit to function properly.
- Merit** Having previously qualified in the position where the position has not changed significantly (<30% change) since the individual's qualification.
- Merit can also be demonstrated from skills acquired from the "outside" (transfer in or new hire). There must be a demonstration by the individual with someone from the affected business who already has advanced skills in that same career path (>70% successful demonstration of skill block).
- Ability** The presence of demonstrated capability and satisfactory work performance relevant to the skill block(s) being sought.

***NEW HIRE/ENTRY WAGE RATE***

An agreement has been made between the union and the company to modify the current Tech 5 Wage Rate into a New Hire/Entry Wage rate. This wage rate will only be utilized for new hires after July, 2006, and will be utilized in all operational departments, with the numbers being determined by business need.

Each department will create a New Hire role description. The expectation, however, is that all new hires have the ability and, therefore, the opportunity to get to Tech 4 responsibilities/performance and will satisfactorily perform at all New Hire/Entry expectations and, when different, will satisfactorily perform all Tech 4 expectations as soon as practical for that department. If the New Hire, as determined by the Company, continues to satisfactorily progress, the wage rate will be raised to the Tech 4 rate as soon after 18 months that the New Hire qualifies at Tech 4 responsibilities. Performance will be evaluated by the immediate manager using the department's normal performance and feedback evaluation systems.

**System Execution:**

Each operating department will identify and maintain New Hire/Entry Level positions that will be filled by new hires only and will not be posted for fill to others across the site. When Tech 4 positions become available, entry level candidates will be considered only after all other Tech 4 and higher candidates have been considered.

**SEVEN DAY PER WORK WEEK CONTINUOUS OPERATION ON  
A TWELVE-HOUR SCHEDULE**

1. The seven (7) day work week shall be divided into four (4) teams, identified as A, B, C, and D. The work day for these crews shall be two (2) twelve (12) hour shifts, one of which is called the day shift and the other the night shift. The Company shall determine the starting and quitting time for each crew. The schedules of work for these four (4) teams shall be determined by a joint management/technician subteam annually.

2. Holidays and Holiday Pay. In lieu of any other holidays, each Employee who works on this schedule shall have the following holidays which will be observed on the calendar day that each occurs: New Year's Day, Easter, July 4<sup>th</sup>, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, and one Personal Holiday. In addition to these listed holidays, each such eligible Employee shall be entitled to an additional four (4) hours of holiday pay in each calendar year. These four hours may be used together with vacation hours, or with non-paid, non-incidentals, to schedule a full day of twelve (12) hours off. An Employee who works on this schedule and is eligible for a paid holiday shall receive twelve (12) hours pay for said holiday at Schedule Rate. The holidays designated in this paragraph will be observed so as to match the normal workday for this schedule (i.e., if the normal day is from 6:00 a.m. until the following 6:00 a.m., then the holiday will be the same 24-hour period).

3. Vacations. Each eligible Employee on this schedule shall receive paid vacations in accordance with *Article XII*.

4. Time Lost in Arranging for and Attending a Funeral and/or Time Lost as a Pallbearer. Each eligible Employee on this schedule shall receive such payment(s) in accordance with *Articles XIV* and *XV*.

5. Jury Service. Each eligible Employee on this schedule shall receive such payment in accordance with *Article XVI*.

6. Illness and Accident Pay. Each eligible Employee on this schedule shall receive such payment(s) in accordance with *Article XIII*, except that the first week of I&A pay shall be for forty-two (42) hours of pay.

7. The work week shall be defined to be from the beginning of the day shift on Monday to the beginning of the day shift on the next Monday. A work day shall be from the beginning of the day shift to the end of the immediately following night shift.

8. For each Employee on a crew who works the full twelve (12) hour shift, there shall be a ten (10) minute paid rest period in the first four (4) hours of the shift, a second ten (10) minute paid rest period in the second four (4) hours of the shift, and a third ten (10) minute paid rest period the last four (4) hours of the shift at times designated by the Company.

Appendix E

**2-2-3 Rotation Schedule (2012)**

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Hrs Worked	Hrs Paid	
AM 12	AM 12	OFF	OFF	AM 12	AM 12	AM 12	60	70	1st Pay
OFF	OFF	AM 12	AM 12	OFF	OFF	OFF	24	24	Period
PM 12	PM 12	OFF	OFF	PM 12	PM 12	PM 12	60	70	2nd Pay
OFF	OFF	PM 12	PM 12	OFF	OFF	OFF	24	24	Period
							168hrs worked	188hrs paid	

Incident-Related Drug Testing

1. If demonstrable circumstances (such as a major safety incident or accident which is potentially serious or repeated; a significant, unusual operating upset; or observed, unusual, unacceptable behavior which is out of character for the Employee, causing reasonable concern about the Employee's ability to work safely or effectively) exist, the Employee(s) involved may be tested.
2. If testing occurs, the involved Employee(s) will be tested for blood alcohol content, as measured by breathalyzer testing, and for the presence of drugs, as measured by standard drug urine tests. If the breathalyzer test is positive, the Employee may choose to have a Blood Alcohol Content test done for confirmation. Testing will be conducted by qualified health professionals.
3. The decision to test will be made by the Plant Manager, if readily available, or his/her designate. If the decision is made to test, the Employee shall be provided with Union representation, if he/she so desires. The representative used must also be readily available. The representative will have the right to stay with the Employee throughout the procedure, if the Employee desires.
4. An Employee who refuses to cooperate with an incident-related drug test in a timely manner may be disciplined up to and including termination. This includes Employees who leave the scene of an incident to avoid being tested.
5. "Readily available" means able to arrive at the scene of an incident within 45 minutes after being notified.
6. "Being under the influence" means a test result for blood alcohol content equal to or greater than 0.04% or a positive drug test.

***P&G***