



## **AGREEMENT**

between the

**BRADFORD WHITE CORPORATION**

Middleville, Michigan Division

Middleville, Michigan

and the

**INTERNATIONAL UNION,**

**UNITED AUTOMOBILE, AEROSPACE AND**

**AGRICULTURAL IMPLEMENT WORKERS**

**OF AMERICA**

and its

**LOCAL 1002, UAW**

Middleville, Michigan

## TABLE OF CONTENTS

ARTICLE	PAGE
1 AGREEMENT.....	1-2
2 RECOGNITION .....	2
3 RESPONSIBILITIES OF THE PARTIES.....	2-3
4 MANAGEMENT RIGHTS .....	3-4
5 UNION SECURITY .....	4
6 CHECK-OFF .....	4-7
7 REPRESENTATION.....	7-12
8 GRIEVANCE PROCEDURE.....	12-15
9 HOURS OF WORK & OVERTIME.....	16-21
10 SENIORITY .....	21-22
11 REDUCTION OF FORCE .....	22-27
12 RESTORATION OF FORCE .....	27-28
13 SHIFT PREFERENCE.....	28-29
14 JOB VACANCIES.....	29-31
15 NEW JOBS .....	32-33
16 TEMPORARY TRANSFER.....	33
17 LOSS OF SENIORITY.....	34
18 LEAVES OF ABSENCE .....	34-35
19 SICK LEAVE .....	36-37
20 BEREAVEMENT LEAVE .....	37
21 JURY DUTY .....	37-38
22 VACATIONS.....	38-41
23 HOLIDAYS .....	41-43
24 WAGE AGREEMENT .....	44-49
25 COST OF LIVING.....	49-52
26 PRODUCTION STANDARDS .....	52-53
27 HEALTH CARE .....	54-56
28 PENSION PLAN.....	56-57
29 SAFETY .....	57-61
30 SKILLED TRADES .....	61-64
31 GENERAL PROVISIONS .....	64-66
32 DISCIPLINE .....	67-68
33 DURATION OF THE AGREEMENT .....	69
SUPPLEMENTARY LETTERS.....	70-79

**ARTICLE 1**  
**AGREEMENT**

1.1 This Agreement, effective the 1st day of September, 2020, by and among Bradford White Corporation, Middleville, Michigan (herein called the Company), or its successor in or about Middleville, Michigan and International Union, United Automobile, Aerospace and Agriculture Implement workers of America and its Local 1002 (herein collectively called the Union).

**INTRODUCTION**

Bradford White Corporation recognizes that it cannot get along without employees any more than employees can get along without the Company. Both are in the same business and success and profitable operation of that business is vital to all concerned. This requires that both management and employees work together so that the business will be continuously successful.

The Company and the Union (UAW/UAW Local Union No. 1002) are committed to the belief that the basic interests of an employer and its employees are the same. However, at times the employer and the employees may have different ideas and viewpoints on various matters affecting their relationship. The Company and the Union are convinced that there is no reason why these differences cannot be peacefully and satisfactorily adjusted during the term of this Agreement by sincere, patient, and thoughtful effort on all sides. To this end, the Joint Labor Management Committee agrees to meet at least once each three (3) months, and more often as necessary, to exchange information and receive updates on the status and performance of the Company's business. Such updates may contain confidential, privileged information which the Union pledges, consistent with the Confidentiality Agreement each member of the Joint Labor Management Committee signed, to refrain from sharing with any person or party not in attendance at any such meeting.

**WITNESSETH:**

1.2 Bradford White Corporation and the Union recognize their respective responsibilities as participants in Equal Employment Opportunity, and their respective responsibilities under Federal and State civil rights, fair employment practices, or other similar statutory requirements.

In recognition of the practical and moral values of these responsibilities, the parties hereby reaffirm that there shall be no discrimination against any employee or

applicant for employment by either the Union or the Company in regard to hiring, tenure of employment, promotion, transfer, or other conditions of employment because of race, creed, religion, color, national origin, sex, age, marital status, or political affiliation.

**Throughout the wording of this Agreement where the word "HE" is used and where such terms as "Journeyman" or "Committeeman" are used, they shall apply to both male and females equally.**

## ***ARTICLE 2***

### ***RECOGNITION***

2.1 The Company agrees to recognize the Union as the exclusive bargaining agent for its tool and die, production and maintenance, including light truck drivers, janitors, quality control and service department employees, storekeepers, receiving, shipping and material handling department employees at its Middleville operations and any future plant or operations which are established or acquired by the Company which are within a radius of 75 miles of the Village of Middleville and are an extension of the Middleville operations. Excluded in the above recognition are the experimental engineers, office clerical employees, production clerks, printing and mailing clerks, watchpersons, guards, timekeepers, supervisors and others having jobs which involve direct representation of the management of the Company. Any dispute as to whether a particular employee is within or without the bargaining unit shall be subject to the grievance procedure provided herein. A list of the names of plant supervisory personnel will be furnished by the Company to the Union.

## ***ARTICLE 3***

### ***RESPONSIBILITIES OF PARTIES***

3.1 Each of the parties hereto acknowledges the rights and duties of the other party and agrees to discharge its responsibilities hereunder. This agreement shall be binding upon the parties hereto and upon each and every employee represented by the Union under Article 2.1.

3.2 It is agreed that neither the Union, its members nor any member will, & during the term of this Agreement, cause, support, or take part in any strike, picketing, sit-down, stay-in, slowdown, work stoppage or other curtailment or restrictions of production or interference with work in or about Company's plant or premises, until all of the Grievance procedure outlined in this Agreement shall have been exhausted and on

cases that the arbitrator is not empowered to rule until after negotiations have continued for at least five (5) days at Step Three of the Grievance procedure and not even then unless authorized by the International Executive Board of the International Union and a written copy of such authorization shall have been delivered to the Company at least twenty-four (24) hours prior to any such action being taken. Subject to the same conditions of the Grievance procedure and negotiations as outlined above, the Company will not cause or sanction a lock-out.

3.3 Subject to the provisions of the government regulations, in the event a strike occurs, the Agreement may be terminated by the Company upon notification of such termination to the International Union by the Company.

3.4 It is agreed that any employee, whether or not an official of the Union, who violates any of the provisions of this Article, may be disciplined by the Company up to and including discharge.

3.5(a) The Company shall furnish new hires, including temporary employees, with a copy of the Contract and Plant Rules. Also, they shall be introduced to the Union Steward over the area to which they are assigned the first day they work for the Company as part of the initial departmental orientation procedure.

3.5(b) The Union shall be afforded a reasonable opportunity to participate in an initial orientation session for newly-hired employees, not less than sixty (60) minutes in duration and to be conducted during normal office hours, not later than the fifth day on which the employee performs work for the Company; the Union shall designate in writing the names of three individual employees any of whom may participate in such orientation meeting as the representative of the Union.

3.6 The Company shall provide to the Union, on a weekly basis, personnel changes as they occurred within the bargaining unit during the preceding week.

#### ***ARTICLE 4***

##### ***MANAGEMENT RIGHTS***

4.1 The Company reserves and retains all management rights and functions possessed prior to entering into this Agreement with the Union, except such rights as are relinquished or restricted herein. It is further agreed that the enumeration of management prerogatives shall not be deemed to exclude other prerogatives not herein enumerated whether or not such prerogatives have been exercised by the Company.

The right to determine and to redetermine from time to time the products to be produced, the location of the plants, the schedules and volume of production, the methods, processes, materials, equipment, product design, quality and production standards; in addition, to hire, promote to supervisory positions, discharge or discipline for just cause; to transfer, demote, layoff, rearrange jobs due to technological changes; install and require the punching of job time clocks; and otherwise to take such measures necessary for the orderly, efficient and profitable operation of the business all to the best regard of its employees.

## **ARTICLE 5**

### **UNION SECURITY**

5.1 The parties acknowledge that under Public Act 348 of 2012, union security provisions shall be of no force and effect, and membership in the Union cannot be a condition of continued employment. If Public Act 348 of 2012 is repealed or otherwise declared to be invalid during the term of this Agreement, the parties agree that the following provision shall take effect:

The employees covered by this Agreement, including temporary employees, shall, as a condition of their continued-employment by the Company, become members of the Union not later than the thirty-first (31st) day of their employment, and shall continue their membership in such Union during the period of this Agreement, unless terminated under Article 10.2, Probationary Employees.

5.2 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union, and agrees further that membership in the Union will not be denied or terminated for any reasons other than the failure of employee, covered by this Agreement, to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

## **ARTICLE 6**

### **CHECK-OFF**

6.1 During the term of this Agreement the Company agrees to deduct Union membership dues and initiation fees levied by the Union in accordance with the constitution and by-laws of the Union, from the pay of each employee who executes an

authorization for check-off of dues in form to be approved by the Company and furnished to the Company by the Union.

6.2 Deductions shall be made only in accordance with the provisions of said authorization for check-off of dues and the provisions of this Article 6.

6.3 A properly executed copy of such authorization for check-off of dues form for each employee for whom Union membership dues are to be deducted hereunder, shall be delivered to the Company before any payroll deductions are made. Deductions shall be made thereafter only under authorization for check-off of dues forms which have been properly executed and are in effect.

6.4 Check-off deductions under all properly executed forms which have been delivered to the Company on or before the effective date of this Agreement shall begin with the first month following the month in which said effective date occurs. Thereafter, on or before the fifteenth (15th) day of each month the Union shall deliver to the Company an executed authorization for check-off of dues forms under which Union membership dues are to be deducted beginning with the following calendar month. After receipt of the authorization for check-off of dues form, the Union membership dues for each succeeding calendar month shall be deducted from the employee's first pay received in that month in which the employee has sufficient net earnings to cover the Union membership dues. In the event that membership dues, other than those for the calendar month in which the deduction is made, have become due and owing by an employee subsequent to the effective date of said employee's authorization for check-off dues form, but prior to the first deduction by the Company, thereunder, such membership dues will be deducted by the Company at the time it makes the first deduction for membership dues. The Union will notify the Company in writing, when it makes delivery of authorization for check-off of dues forms prior to the fifteenth of each month, of the amounts owing by employees who executed these forms.

6.5 In the case of employees rehired or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit, who previously have properly executed authorization for check-off of dues forms, deductions will be made for membership dues as provided herein.

6.6 Dues deductions shall be remitted to the designated financial officer of the Union once each month within fifteen days after the first regular pay day in the month. Any deductions made from subsequent payrolls in that month shall be included with the

remittance for the following month. The Company shall furnish the designated financial officer of the Union, monthly, with a list of those for whom deductions have been made and the amounts of such deductions. The Company will place an (\*) following the monthly deduction of an employee from whose earnings a union initiation fee has been deducted for that period. The names of employees removed from the active payroll will be submitted with the remittance. The reason for such removal shall be noted.

6.7 The Company shall not be liable to the Union by reason of the requirements of this Article 6, for the remittance or payment of any sum other than that constituting actual deductions made from the employee wages earned. The Union shall indemnify, defend and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Company in reliance upon dues check-off submitted by the Union to the Company.

6.8(a) Notwithstanding anything in the Pension, incorporated by reference as Exhibit B, however, the trustee shall be authorized by the Board of Administration in the month of August 1, 1966, and thereafter during the terms of the collective bargaining agreements in which this Pension Plan is incorporated by reference, to deduct from the monthly pension payable to any retired employee who shall have duly executed a 'Retired Employee's Authorization for Check-off of Dues' in the form annexed to this Pension Plan as Appendix I, in accordance with the terms of such Authorization and to the extent that applicable laws and regulations, State and Federal, shall permit, membership dues in accordance with the constitution and by-laws of the Union.

6.8(b) The Union shall indemnify and hold harmless the Company against any and all liability, including reasonable attorney's fees, that may arise by reason of the Company's complying with the terms of this Section of the Agreement.

6.8(c) The Company shall not be liable by reason of this Section of the Agreement for payments of any moneys to any persons, other than as required by the Pension Plan.

6.8(d) Either party hereto shall have the right, in the case of a good faith doubt as to legality, to cancel this Agreement at any time on thirty (30) days' written notice in accordance with the provisions of the applicable collective bargaining agreement.

6.9(a) During the life of this Agreement, the Company agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such



employee executes or has executed a form entitled "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP", which has been supplied by the Union to the Company. Deductions shall be made only in accordance with the provisions of, and in the amounts designated in, said authorization form, together with the provisions of this Agreement. A properly executed authorization form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted shall be delivered to the Company before any such deductions are made. Deductions shall be made thereafter from the employee's first union dues period in the month following receipt of the authorization form, and shall continue until the authorization form is revoked in writing by the employee. The Company shall remit all deductions promptly to UAW V-CAP, in care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

6.9(b) The Union shall indemnify and hold harmless the Company against any and all liability, including reasonable attorney's fees, that may arise by reason of the Company's complying with the terms of this Section of the Agreement.

## **ARTICLE 7**

### **REPRESENTATION**

7.1 District stewards. The entire bargaining unit shall be districted as follows:

**1st Shift -**

- |             |  |
|-------------|--|
| District 1; | 311 - Tank Fab North; 312 - Tank Spray North; 436 - Tank Inspection (Inspector) North                                  |
| District 2; | 314 - Tank Finish North; 436 - Tank Inspection (Line Inspector) North  |
| District 3; | 246 - Press Room; 342 - Sub-Assembly; 435-Press and Sub-Inspection; 410 - Maintenance Labor; 411 - Janitorial Services |
| District 4; | 353 - High Speed Gas Assembly; 437 - High Speed Gas Inspection   |
| District 5; | 316 - Commercial Tank Assembly; 317 - Utility Tank Assembly; 319 -Tank Fab South; 434 - Commercial Tank Inspection     |
| District 6; | 432 - Material Stores; 430 - Service and Repair; 438 - Receiving Inspection; 240 - Labor Bank; 423 - Crib Attendants   |
| District 7; | 383 - Shipping; 437 - Repair Inspection  |
| District 8; | 357 - Commercial Assembly; 439 - Inspection;   |

District 9; 358 - Spec Assembly; 359 - Component Assembly; 437 - Spec Assembly Inspection  
District 10; 412 - Maintenance; 413 - Tool & Die  
District 11; 354 - Heat Pump Assembly; 440 - Heat Pump Inspection  
District 12; 320 - Tank Spray South; 321 Tank Finish South  
District 13; 356 - High Speed Electric Assembly; 437 High Speed Electric Assembly Inspection

**2nd Shift -**

District 1; 311 - Tank Fab North; 312 - Tank Spray North; 436 - Tank Inspection (Inspector) North  
District 2; 314 - Tank Finish North; 436 - Tank Inspection (Line Inspector) North  
District 3; 246 - Press Room; 342 - Sub-Assembly; 435 - Press and Sub-Inspection; 410 - Maintenance Labor; 411 - Janitorial Services  
District 4; 353 - High Speed Gas Assembly; 437 - High Speed Gas Inspection  
District 5; 316 - Commercial Tank Assembly; 317 - Utility Tank Assembly; 319 - Tank Fab South; 434 - Commercial Tank Inspection  
District 6; 432 - Material stores; 430 - Service and Repair; 438 - Receiving Inspection; 240 - Labor Bank; 423 - Crib Attendants  
District 7; 383 - Shipping; 437 - Repair Inspection  
District 8; 357 - Commercial Assembly; 439 - Inspection;  
District 9; 358 - Spec Assembly; 359 - Component Assembly  
437 - Spec Assembly Inspection  
District 10; 412 - Maintenance; 413 - Tool & Die  
District 11; 354 - Heat Pump Assembly; 440 - Heat Pump Inspection  
District 12; 320 - Tank Spray South; 321 Tank Finish South  
District 13; 356 - High Speed Electric Assembly; 437 High Speed Electric Assembly Inspection

**3rd Shift -**

District 1; 311 - Tank Fab North; 312 - Tank Spray North; 436 - Tank Inspection (Inspector) North  
District 2; 314 - Tank Finish North; 436 - Tank Inspection (Line Inspector) North

District 3;	246 - Press Room; 342 - Sub-Assembly; 435 - Press and Sub-Inspection; 410 - Maintenance Labor; 411 - Janitorial Services
District 4;	353 - High Speed Gas Assembly; 437 - High Speed Gas Inspection
District 5;	316 - Commercial Assembly; 317 - Utility Tank Assembly; 319 - Tank South; 434 - Commercial Tank Inspection
District 6;	432 - Material Stores; 430 - Service and Repair; 438 - Receiving Inspection; 240 - Labor Bank; 423 - Crib Attendant
District 7;	383 - Shipping; 437- Repair Inspection
District 8;	357 - Commercial Assembly; 439 - Inspection;
District 9;	358 - Spec Assembly; 359 - Component Assembly 437 - Spec Assembly Inspection
District 10;	412 - Maintenance; 413 - Tool & Die
District 11;	354 - Heat Pump Assembly; 440 - Heat Pump Inspection
District 12;	320 - Tank Spray South; 321 Tank Finish South
District 13;	356 - High Speed Electric Assembly; 437 High Speed Electric Assembly Inspection

The employees in each such district shall have a steward and alternate steward to represent them. An alternate steward shall be entitled to all rights and be subject to all the limitations of a regular steward while the steward is absent from the plant. In the formation of a new department, the district in which it is assigned will be mutually agreed upon by the Company and the Union.

7.2 The Plant Committee shall consist of six (6) members, designated by the Union, one of whom shall be the President of the Local Union; at least one committeeman shall be employed on each operating shift. Alternate committeemen may be designated by the Union. Alternate committeemen shall be entitled to all rights and be subject to all the limitations of a regular committeeman when acting in the place of a committeeman. An alternate committeeman shall assume the duties of a regular committeeman only in the absence of a regular committeeman from the Plant.

7.3 The appointment and recognition of each such steward, committeeman, or president shall be conditional upon his being an active employee of the Company and having at least twelve (12) months seniority. This provision will not apply in appointment of a district steward, to a newly created department, when the seniority of employees in the department is less than twelve (12) months.

7.4 Regular meetings between the Company and Plant Committee for the purpose of settling grievances shall take place on the first and third Tuesday of each month at 12:30 p.m.; however, in cases of emergency, special meetings may be held as often as may be necessary by mutual consent of both parties. Each member of such committee attending such meetings shall be paid by the Company for attending the same, not to exceed three (3) hours of straight-time at his regular hourly rate, shift premiums included. An agenda of the matters to be taken up at each such meeting shall be delivered by each party to the other party on or before 12:00 noon the Wednesday preceding the meeting, and matters taken up at such meetings shall be confined to those set forth in such agendas. The Plant Committee shall be given three (3) hours the Tuesday preceding the Tuesday meeting, from 12:30 p.m. to 3:30 p.m., to prepare their agenda. Each member shall be paid by the Company for three (3) hours at straight-time at his regular hourly rate, shift premiums included. Time cards will be punched or initialed to record time spent at these meetings as outlined in section (6) of this Article. Minutes in mutually agreed form shall be kept by the Company of all Step Three meetings of the entire Plant Committee and the Company, and fourteen (14) copies shall be delivered to the Union within forty-eight (48) hours of the meeting's adjournment, or at such time as is mutually agreed to by the Company and the Union.

7.5 A steward shall, upon reporting to his foreman be allowed to leave his job for a reasonable length of time to investigate and negotiate grievances in his own district. Such request shall not be made until at least one (1) hour after the start of his shift, except in cases of disciplinary suspension or discharge and arrangements shall be made within thirty (30) minutes for his relief, and he shall be permitted to leave his work, but he must return to his job as promptly as possible. When the steward is absent from the Plant, the alternate steward will serve in his place. When both the steward and the alternate steward are absent from the Plant, the committeeman from the area will designate to the Company who will serve as a steward for the period of absence. Subject to Article 11, Section 3, whenever the steward, alternate steward or designated steward is not capable of performing the overtime work available, the committeeman will designate a steward for the period of overtime from those employees working the overtime.

7.6 A committeeman shall, upon reporting to his foreman, be allowed to leave his job for a reasonable length of time to investigate and negotiate grievances as

provided in Step Two of the Grievance Procedure. Such request shall not be made until at least one (1) hour after the start of his shift, except in cases of disciplinary suspension or discharge, and arrangements shall be made within thirty (30) minutes for his relief, and he shall be permitted to leave his work, but he must return to his job as promptly as possible. Upon entering a department other than his own, he shall report to the foreman of the department stating his reason for being in the department.

7.7 Stewards will be allowed access to all working places within their districts for the proper functioning of their office, subject to conditions as outlined in Section (5) of this Article. It is further agreed that the committeeman of the area in which the grievance originated shall have the right to investigate the grievance prior to going to Step Two. The same committeeman will also handle the grievance at Step Two. The Chairman of the Committee, or a designated member of the Committee, shall be allowed to investigate a grievance after the second step of the Grievance Procedure, subject to those duties as outlined in Section (6) of this Article.

7.8(a) Employees of a department shall be responsible to the department foreman or foremen where applicable for whom they work.

7.8(b) Employees will always be informed as to who is their foreman or foremen where applicable. In event of a permanent change of foreman, the steward will be notified in writing with a copy to the President of the Union. In case of a temporary change of foreman only the steward, committeeman and the employees will be notified. The Union will also be notified of a change of any supervisor or management person who is involved as an acting party in any step of the grievance procedure before it becomes effective.

7.8(c) The Union must notify the Company in writing of the names of the stewards, committeemen and president, the respective dates of their appointment and the names, if any, whom they are replacing, before they become effective.

7.9 An International Representative of the Union shall be permitted to enter the Plant at any time during regular working hours during the work-week to assist in settling grievances which have progressed through Step Three of the Grievance Procedure. Before such entry, said representative shall identify himself to the Human Resources Director or his representative and present written certification as to his official status. The Union agrees that this privilege will not be abused, and that such representative's entry shall be governed by Federal security regulations.

7.10 No employee shall be transferred outside the bargaining unit without the employee's permission.

7.11(a) The Company agrees to pay for all time spent by employees within their regular working hours at their regular rate of pay, plus shift premium, in Company-Union contract negotiations or arbitration hearings, when such employees act as a member of the Plant Committee or a mutually agreed upon witness.

7.11(b) The Company further agrees to pay second and third shift committeeman at their basic rate plus shift premium, for time spent in Company-Union contract negotiations or arbitration hearings to a maximum of eight (8) hours pay in any one day of negotiations, arbitration hearings, actual work, or any combination thereof.

7.12(a) Union officers shall be excused from work when necessitated by Union business upon notifying their respective foreman the day preceding the planned absence. In cases of emergency, when a meeting must be called by the Union for Union business, the President of the Local shall contact the Human Resources Director and will obtain permission to hold his meeting. Union officers excused from work to conduct Union business shall not be paid by the Company except as outlined in this Article.

7.12(b) With reasonable notice, non-union officer employees, up to a limit of six (6) at one time, designated by the President to represent the Local Union at International Union educational functions will be excused for that purpose, subject to the production requirements of the Company.

7.13 The President of the Local shall not be required to work on any shift other than the first shift while holding such position as President.

7.14 District committeemen and district stewards shall not exercise shift preferences while holding such office.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

8.0 It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between employees and the Company. Stewards, committeemen and foremen will in all cases make every effort to settle grievances as quickly as possible.

8.1(a) Any employee having a grievance, or one designated member of a group (not to be confused with a department as in Step Two or the plant as in Step Three) having a grievance, will state the grievance to the foreman. The foreman shall investigate and advise the employee of his findings in a reasonable length of time. The Company and the Employee shall advise the Union of the resolution of the grievance at this pre-Step One level.

8.1(b) If the employee is not satisfied with his foreman's answer the foreman will, without further discussion with the employee, call the steward within one hour. The steward and the aggrieved employee shall have an opportunity to discuss the grievance without the presence of the foreman.

8.1(c) The foreman and the steward will attempt to settle the grievance verbally. If agreement is not reached, the following procedure shall apply.

8.2(a) **Step One (1)** - The employee and the steward will reduce the grievance to writing on forms provided by the Company, stating the alleged infraction of the contract by article and section number, if possible. The grievance will then be dated and signed by the grievant and the steward and one copy shall be given to the foreman. The foreman will give a written answer to the grievance within two (2) working days of being presented with the grievance and will explain such answer. The steward will give a written answer to the foreman's answer and the steward will explain such answer. Both the foreman and steward will make every reasonable attempt to settle the matter at this step. If agreement is not reached, the following procedure will apply.

8.2(b) **Step Two (2)** - Within two (2) regular working days from the foreman's written answer at Step One, the grievance will be discussed by the foreman involved and his supervisor for the Company, and the steward and the plant committeeman from the area in which the grievance originated for the Union. The foreman's supervisor will answer the grievance in writing and explain such answer. The committeeman will answer the grievance in writing and explain such answer.

8.2(c) If the grievance concerns a whole department, it will be discussed by the steward and the applicable foreman who will make every reasonable attempt to settle the matter. If the matter cannot be resolved, the applicable committeeman will be called. If the committeeman, the steward and the foreman cannot settle the matter, the steward and the applicable committeeman will reduce it to writing and submit it to the foreman's supervisor within one (1) working day of the discussion. The Company

representatives will answer the grievance in writing within two (2) working days of the discussion meeting and explain such answer. The committeeman will answer the Company representatives in writing and will explain such answer. If still unresolved, the grievance will proceed to Step Three (3).

8.2(d) **Step Three (3)** - In the event the grievance is not adjusted at Step Two, the Plant Committee may present the grievance at the next regularly scheduled Step Three meeting with the Company; subject to provisions of Article 7, Section 7. Written answers, with explanations, will be given by the Company to all written grievances discussed at Step Three (3) within forty-eight (48) hours after the conclusion of the meeting, or at such time as is mutually agreed to by the Company and the Union.

8.2(e) The parties shall have the right to submit policy grievances. The bargaining committee shall write such grievances for the Union at its Step Three (3) agenda meeting. All such grievances shall be submitted at Step Three (3) of the grievance procedure.

8.2(f) **Step Four (4)** - If a satisfactory settlement cannot be reached between the representatives of the Company and the entire Plant Committee, and if the party instituting the grievance wishes to arbitrate the same and gives written notice of its desire to arbitrate to the Company and the Union within thirty (30) calendar days after the disposition of the grievance under Step Three (3) provided that this time may be extended by mutual agreement of the Company and the Union, and all preliminary steps in the Grievance Procedure have been followed and exhausted the grievance shall be submitted for arbitration. Arbitration requests in the case of discharge, however, must be made within fifteen (15) days after disposition of the grievance under Step Three. The parties to the Agreement shall meet and select an arbitrator at the next regular Step Three (3) meeting. Should the parties be unable to agree on the selection of the arbitrator at that meeting, then the Federal Mediation and Conciliation Service shall be requested to submit the names of five (5) qualified arbitrators from which the Union and the Company shall alternately strike a name until one name is left, the remaining one to be the Arbitrator. The parties shall meet no later than the next regular Step Three (3) meeting after the list is received, to select an arbitrator at that meeting. The parties shall draw lots for the first deletion.

An arbitrator must be selected and a hearing date requested within 70 working days from the date the grievance was written. If the Company fails to meet the 70 day



time limit, the Union shall prevail based on the settlement requested. If the Union fails to meet the 70 day time limit, the Company shall prevail based on the first step disposition. Grievances settled based on this section shall be on a non-precedence setting basis.

8.2(g) The Arbitrator shall have the power to receive testimony and evidence from the parties to dispute as outlined in the grievance and to hear such witnesses as the parties shall desire to present. The Arbitrator selected shall render the decision and such decision shall be final and binding upon both the Union and the Company. The Arbitrator shall, however, at all times be governed wholly by the terms of this Agreement or any agreements supplemental hereto and shall have no power or authority to change this Agreement in any respect or to add to or take away any of its terms. This provision for Arbitration shall not apply to the determination of wages, classification rates, production standards or job classifications except where a violation of the provisions of this Agreement is involved.

8.3 The fees and expenses of the arbitrator will be paid one-half (1/2) by the Company and one-half (1/2) by the Union. If an Arbitration hearing is cancelled, all cancellation fees are to be paid by the party who cancels, unless it is by mutual agreement.

8.4 In cases where the Company and the Union mutually agree, the parties may use expedited arbitration procedures.

8.5 All grievances must be presented within twenty-one (21) calendar days from the date of the occurrence, or the date the employee knew, or could reasonably be expected to have knowledge of the occurrence, of the matter out of which the grievance arose, except grievances relative to disciplinary action or discharge must be filed within seven (7) working days from the date the disciplinary action or discharge occurred, or the employee knew, or could reasonably be expected to have known of such disciplinary action or discharge. The date on which the Company issues the actual disciplinary action, if any, shall be the first day of the seven (7) working days.

8.6 Matters in general, including interpretation of the Agreement, which cannot be settled by the foreman or his supervisor may be introduced by either the Company or the Union at Step Three (3). In the event the grievance is not settled to the satisfaction of the party which submitted the grievance, it may be submitted to arbitration as outlined in Section (2), Step Four of this Article.

**ARTICLE 9**  
**HOURS OF WORK AND OVERTIME**

9.1(a) The normal work day is eight (8) hours and/or ten (10) hours based on the department worked in. The work day will be defined as the twenty-four (24) hour period commencing with the shift start time. The normal work week is forty (40) hours.

9.1(b) The normal work week will begin at 10:30 p.m. Sunday night with the beginning of the third shift (note: some third shift employees may be scheduled to begin on Monday night as the beginning of the work week).

9.1(c) The regular starting times for each shift as applied to various departments, groups of employees, classifications and for individual employees will be established by the Company. However, no employee shall be required to start work more than two (2) hours before his/her regular shift starting time. Changes in shift starting times will be discussed with the Union President and the full assembled Union committee, and reasons given before being made. Any change in the posted starting times will be made and the employees affected informed of the change by posted notices at least one (1) working day in advance. Such changes will be made on weekends when possible.

Breaks and lunches will be spaced as evenly as possible during the course of a normal shift. Significant changes to lunch and break periods will be discussed with the Union President and the full assembled Union committee, and reasons given before being made.

9.1(d) A change in starting times which will be in effect for less than a normal work week will be considered a temporary change;

1. To meet production or schedule demands,
2. To provide a spread of hours so the overtime can be scheduled or,
3. To cover a condition caused by absenteeism or other unusual causes.

In case of temporary changes of starting times, employees affected will be informed by posted notice of such changes before the end of their previous scheduled shifts. The Union stewards and applicable committeemen representing such affected

employees will be notified of such change(s). Employees will be expected to work the hours of the temporary change unless excused in advance by the Company.

9.2(a) Time and one-half shall be paid for all hours worked in excess of forty (40) hours up to and including 58 hours in any one work week. Double-time shall be paid for all hours worked:

1. In excess of eight (8) hours on Saturday
2. On the seventh (7th) consecutive day worked in a five (5) day week.
3. On any of the paid holidays described in Article 23 except the Birthday Holiday.
4. Hours worked in excess of 58 hours in any one work week.

There are four types of overtime in the Company:

1. That occurring when production schedules demand that all classifications in a department work overtime;
2. That occurring when production schedules demand that some employees of a department work overtime;
3. That occurring when there is a need on a shift which is filled by an employee from another shift;
4. Casual overtime, that occurring when there is an immediate production requirement.

The employees will be advised of the scheduling of overtime in "1" , "2" and "3" , above, by a posted "overtime notice"; such overtime is mandatory. Mandatory overtime to be worked on a regular work day (Monday-Friday) shall be posted by the end of the shift on the preceding day worked. Mandatory overtime to be worked on Saturday shall be posted by the end of the employees shift on Thursday. Mandatory overtime to be worked on Sunday shall be posted prior to the end of the employees shift on Friday. Mandatory overtime in excess of the fourth day on a four (4) day work week shall be posted at least two (2) days prior to it being worked.

The Company shall notify each employee scheduled to work overtime in "4" above, verbally rather than by written notices; overtime "4" above is not mandatory or required of the employee, but is voluntary. The Company agrees to give serious consideration to reasonable requests by employees to be excused from specific scheduled weekend overtime during periods of extensive overtime when such requests

are received by the Thursday immediately preceding the scheduled weekend. The number of employees who can be excused from any one department and shift will be governed by the work scheduled and production needs. Individual reasons of employee and individual absentee records will be considered in approving or disapproving individual requests to be excused.

Article 16 does not apply to the scheduling of overtime. Once employees are properly scheduled in accordance with the types of overtime of 9.2(a) they may be transferred in accordance with the provisions of Article 16.

9.2(b) For purposes of overtime pay, hours paid by the Company or Union Business paid by the Union, will be treated as hours worked, except with respect to S & A or workers compensation payments. For the purposes of calculating seven (7) consecutive days worked in Section 9.2(a).2, above: approved leaves granted under Article 20 and Article 21; Union business hours paid by the Company; and Union business hours paid by the Union in relation to Sections 7.11(a), 7.12(a), and 7.12(b) will be considered days worked. If a starting time is changed temporarily for the purpose of working overtime, employees who are scheduled and report at the changed starting time will be paid at the applicable overtime rate for the hours worked prior to their regular shift starting time unless they leave work early at their own request (in which case their pay will be calculated on the basis of total hours worked that day).

9.3(a) Payment of overtime premium shall not be duplicated for the hours worked to the extent that hours that are compensated for at overtime rates under one provision shall not be counted as worked in determining overtime under the same or any other provision.

9.3(b) An employee who changes shifts will not be paid overtime solely because he starts to work on his new shift within a twenty-four (24) hour continuous period when the change in shift was caused by shift preference, job bidding, disqualification, recall to classification, lay-off, leave of absence, sick leave, or vacations (other than covered in Article 22).

9.4(a) Overtime opportunities shall be divided equally among all seniority employees in the same classification within the department on the shift.

1. Overtime shall be offered, first to the employee in the classification who did not have an opportunity to work the previous overtime opportunity, provided he is capable of performing the work available.

2. Overtime will be offered second to the Stewards in their respective districts whenever it is scheduled, provided they are capable of performing the work available. In case the regular steward is unable to work overtime when requested, the alternate steward shall be asked to work, provided he is capable of performing the work available. When multiple overtime opportunities are available, stewards and alternate stewards shall work in their own classification. Steward and alternate steward overtime opportunities shall be charted only when working in their own classification.

3. If the Steward or Alternate Steward do not accept the overtime opportunity, it will be offered to the next person on the Overtime Chart who did not have an opportunity to work the previous overtime opportunity.

9.4(b) An "X" will be placed on the overtime chart only for overtime opportunities that are worked on a voluntary basis within classification or when less than the entire classification is mandated to work. A "-" (dash) will be placed on the overtime chart when no overtime is worked.

Employees entering another classification, department, or shift shall upon becoming qualified, be placed on the overtime chart with no credit for overtime opportunities worked. Employees shall work overtime in their own classification, when available, prior to working outside of their own classification.

Overtime charts shall be updated on a daily basis in all departments. Overtime charts will be maintained for the current week and for the previous week in which overtime for that classification was worked.

9.4(c) Overtime opportunities lost due to incorrect application of this procedure will be paid as if the opportunity was worked, absent unusual circumstances or honest mistakes. Missed overtime opportunities due to unusual circumstances or honest mistakes will be remedied by offering the next overtime opportunity in that classification.

9.5 If the Company shall fail to provide employees with:

1. Notice to employees to not report for work or,
2. Notice of lay-off as prescribed in 11.5(b) and 11.6(a); and employee reporting for work and assigned to none shall be paid for 50% of his normal daily scheduled hours at his regular rate; if assigned to work, he can be offered substitute work for a maximum of 50% of his normal daily scheduled hours time from the start of his shift at his regular hourly rate or the rate for the job assigned, whichever is

higher; except that Company shall not be liable to provide work for or pay reporting pay to an employee if the failure to provide work or failure to give notice is due to causes beyond its control, such as fire, explosion, breakdown, labor disputes, power failure, acts of God, etc. Substitute work would be any work within the reasonable capacity of the individual to perform whether in his own department or any other department in the plant. If assigned to work for less than 50% of his normal daily scheduled hours, he shall be paid for 50% of his normal daily scheduled hours. The pay for time worked will be based on his regular hourly rate or at the rate for the job assigned, whichever is higher. The pay for the portion of the 50% of his normal daily scheduled hours not worked will be at his regular rate of pay. The Company's obligation to pay for the 50% of his normal daily scheduled hours pay shall not apply if the employee refuses the substitute work.

9.6 Employees called back to work after they have completed their regular shift and have left the plant shall be paid a minimum of three (3) hours overtime or the actual hours worked, whichever is greater, at the applicable overtime rate. They can be assigned substitute work in their own department or assigned to handle an additional problem that may require the call-in of an off-duty employee.

9.7(a) It is recognized by both parties that it is desirable to give employees high annual earnings. It is agreed and recognized that there are times when production and tooling require overtime and other times when not enough work is available to give all employees with seniority a full week's work. In the event there are two (2) consecutive work weeks of less than thirty-six (36) hours, the Company will reduce the work force within forty-eight (48) hours. In the event this action does not provide thirty-six (36) hours for the remaining employees further reductions will be made to achieve the desired thirty-six (36) hours of work.

9.7(b) In the event there are two (2) consecutive work weeks of less than thirty-six (36) hours the Company shall not be required to reduce the work force if it provides to the Bargaining Committee (assembled) the information necessary to show that the third (3rd) week would not be a short work week.

9.8 Unit employees shall conduct a bona-fide Company sponsored welding course. All qualified welders with at least one year's experience and possessing the overall qualifications as determined by the Company shall be afforded the opportunity of conducting the course, (complete), on a rotating basis.

## **ARTICLE 10**

### **SENIORITY**

10.1 Seniority means length of continuous service with the Company. However, where used with reference to awarding of jobs, the term shall include all the following factors: A. length of continuous service with the Company, B. ability and skill, C. physical fitness, D. experience. Where B., C. and D. are sufficiently equal, A. shall prevail. The application of this Article shall be subject to the Grievance Procedure.

10.2(a) Employees shall be regarded as temporary or probation employees for the first forty-five (45) days of their employment that they worked. After completion of their forty-five (45) day period, the employee's name shall be placed on the seniority list. Anytime during the probationary period, whether or not such employee is a member of the Union, a probationary employee may be discharged or laid-off. The discharge or lay-off may not be subject of a grievance except in the event the discharge violates Section 1.2. It is understood and agreed by the parties that a probationary employee shall be allowed to have access to the grievance procedure and arbitration, including the right to confer with his steward, if such probationary employee's discharge or layoff is, in good faith, alleged to be in violation of Section 1.2.

10.2(b) Within the first thirty (30) working days, the probationary employee's progress will be reviewed by the employee, his Supervisor, and/or General Foreman. Continuing evaluations will be performed throughout the remainder of the period at appropriate levels.

10.2(c) It is agreed that should an employee be absent as the result of an industrial injury or illness prior to termination on any working day on which he is assigned to work, that promptly upon recovery and in no event more than ninety (90) calendar days after the original illness or injury and upon application for reemployment by such employee within said ninety (90) calendar day period, the employee will be afforded the opportunity to complete the probationary period.

10.3 The Company shall post an annual listing, showing the plant-wide seniority status of each employee. More frequent listings will be provided when hiring more than 25 employees, or upon reasonable request. This list shall be posted in a conspicuous area near the Plant Offices, with a copy provided to the Union. Seniority of employees shall begin with their date of hire providing they have completed their probationary period and provided that the probationary period has not been interrupted. (See 10.4). The Company shall supplement the list as seniority is acquired by new employees. An employee questioning such a list shall seek adjustment as outlined in the Grievance Procedure, except that he shall have twenty-one (21) days after the first posting of a seniority list to file a written grievance based thereon. On lapse of such period the list shall be final and binding as to all not so protesting, unless for good cause the Union and Company shall mutually agree otherwise.

10.4 In the case of interrupted probationary period (layoff or rehire within the forty-five (45) days worked), the probationary time will be allowed to accumulate for a period of no longer than six (6) months. Upon completion of forty-five (45) days work within the six (6) month period, the employee's seniority date shall be fixed on the work day forty-five (45) days previous to the ending date of his probationary period.

10.5 Each employee shall furnish the Company with a written statement of his name, address, birth date and nearest phone number at which he may be reached, and with written corrections in case of change. Non-compliance or inaccuracies by an employee shall excuse the Company from all penalty resulting from lack of notices hereunder and violation of this Agreement caused by noncompliance or inaccuracies.

10.6 The Company shall, on May 1 and November 1 of each year, furnish the Union with copies of an up-to-date list of all unit employees showing their addresses, birth dates and nearest telephone number at which they may be reached. The above-noted copies will be arranged as requested.

10.7 Employees hired on the same day shall have seniority based on the alphabetical listing of their last names, i.e., "A to Z" last names first and first names last.

## **ARTICLE 11**

### **REDUCTION IN FORCE**

11.1 The number of employees required for each classification within each department and shift shall be determined by the Company. Employees in excess of the



determined number shall be considered surplus. Surplus employees in a classification may also cause surplus employees in a department(s) and shift and in the Plant. Layoffs of surplus employees will be made by the Company so as to bring about a balance between the number of employees required and the number of employees on the payroll.

11.2 Three types of layoffs recognized in this Agreement are:

1. Type A -- temporary layoffs: those of less than one full day;
2. Type B -- temporary layoffs: those of at least one full day but not more than five (5) successive work days. In cases of investment generated reduction in force, the parties shall meet and agree on modifications to this provision.
3. Type C -- regular layoffs: those in excess of five (5) successive working days.

11.3(a) The President, shall head the seniority list with respect to the application of seniority in layoffs, however, he/she shall not use his/her preferential seniority to remain in his/her classification, or departments, but merely to remain at work; the committeemen in order of actual seniority will follow. The officials specified in this Section 11.3 may use their preferential seniority if they worked the Skilled Trades Department to remain in their classification that they hold in the Skilled Trades Department.

11.3(b) Committeemen and district stewards shall remain on the shift and in the district which they were designated by the Union to represent and shall not be required to bump (shall not be subject to layoff) in accordance with Section 11.6 of this Article provided, however, that the Company shall, after full discussion of available jobs with the steward and/or committeeman, have the right to temporarily assign the steward and/or committeeman to existing work within their district and on their shift. The Union shall have the right to file a grievance under Article 8 for alleged abuse of the right to temporarily assign a steward and/or committeeman hereunder. In the event that the entire shift or district is discontinued, Section 11.3(a) of this Article shall not apply.

11.4 Type A -- temporary layoffs may be made by the Company without respect to actual seniority.

11.5(a) Type B -- temporary layoffs shall be by seniority within the affected department (s), subject to Section 10.1. Employees retained shall be paid the rate of the

job to which they are assigned by the Company. Any affected employee may accept the assignment by the Company or take the layoff. Employees having sufficient seniority to remain at work within the department shall work within their own classification, based on seniority within the classification, if work in that classification is scheduled. In all cases, an employee must be able to perform any job to which he is assigned.

11.5(b) In the case of Type B -- temporary layoff, the Company shall post notice of the reduction as soon as possible, but no later than the workday before reduction. The Union will be furnished a copy of the notice.

11.6 Regular layoffs shall be made in accordance with the following:

11.6(a) The Company shall post notice of the reduction twenty-four (24) hours in advance. The Union will be furnished a copy of the notice. Saturdays and Sundays are not to be included in this twenty-four (24) hour notice prior to layoff, except for those employees who are scheduled to work on or whose regular shift includes Saturday or Sunday.

11.6(b) After the number of employees needed in a classification, department and shift has been determined by the Company, surplus employees within the classification, in order of seniority, regardless of shift, will be allowed to bump into another classification within the department if their seniority in accordance with Section 10.1 permits. Provided, however, that employees within the Auto Flue/Pressure Welder, Pressure Welder "A", Repair Welder, or Special Tank Assembler classifications shall exercise their seniority to stay within one of these classifications within the plant before the rest of this Article 11 shall apply. A surplus employee will always bump the least senior employee in the classification and shift he selects. An employee whose shift within his classification is changed because of a layoff, shall be notified of such shift change. Any employee refusing to change shift within his classification during a layoff shall be considered a "voluntary quit."

The parties agree to apply Article 11 of the CLA in the following manner and to confirm past incidents regarding voluntary layoff.

11.6(c) A surplus employee will not be required to find a placement within his department if it means taking more than a ten (10) cent per hour cut in basic rate (exclusive of shift premium) and a job exists in another department for which he has the qualifications and seniority to successfully exercise a bump. An employee refusing to take more than ten (10) cent per hour cut in rate within his own department, however,

will not be allowed to take more than a ten (10) cent per hour cut in rate to bump into another department.

11.6(d) Each surplus employee in a classification will be contacted by the Human Resources Department and will be shown a list of jobs to which he is eligible to bump. The employee will, at this time, indicate his choice of job and, if applicable, his department and shift choice. The employee will then be issued a "classification layoff slip" based upon his bump choice. The slip will also indicate the time and date that he shall report to his choice and if applicable, department.

The Company will permit employees who become displaced pursuant to provisions of Article 11.6(d) of the CLA and who do not have sufficient seniority to remain in their current classification on any shift to elect a voluntary layoff provided another employee would have otherwise become surplus in the plant and be laid off from the plant [pursuant to Article 11.6 (f)].

11.6(e) A surplus employee who does not have sufficient seniority to remain in his department in accordance with Sections 11.6(b), and 11.6(c) and 11.6(d), will be issued a "department layoff slip." Section 11.6(d) shall then apply to such employee.

11.6(f) Employees who have been displaced or bumped by higher seniority employees may exercise their seniority as described in Section 11. 6(d). Employees who because of their seniority, become surplus in the Plant, will be laid off from the Plant.

11.6(g) The Company may place any employee made surplus by the current layoffs into an open job available at the time that has no bidders in accordance with seniority as defined in Section 10.1.

11.6(h) Those employees exercising their seniority in accordance with this Section 11.6 will have full seniority rights (exclusive of bidding rights) in their new classification (and department and shift, if applicable) immediately. Their bidding rights will remain with their "home classification" and department and shift. The "home classification and department and shift" is the last classification and department and shift into which they bid, and qualified in accordance with Section 14.8 (or the regular classification into which they completed their probationary period, except for the new hire pool).

11.6(i) When an employee is awarded a job through the bidding procedure and qualified in accordance with Section 14.8, he changes his "home classification",

department, and shift and forfeits all rights to the classification, department, and shift he held before.

11.6(j) It is the policy of both the Company and the Union to make changes as quickly as possible. However, when necessary, the Company may take up to five (5) consecutive working days to make the necessary changes in assignments to shifts and classifications and to reinstate employees made surplus by the current layoff from the Plant, when required, to replace employees who have elected voluntary layoff. An additional five (5) consecutive working days will be allowed in which to correct misplacements. The Company shall not be held liable during this period for junior employees working in jobs that senior employees could fill.

11.7(a) Employees whose jobs have been permanently eliminated through technological improvements, work arrangements, etc., in their classifications, must first exercise their seniority within their own department. An employee will not be required to find placement within his own department, however, if it means taking more than a ten (10) cent per hour cut in rate (exclusive of shift premium) and a job exists in another department for which he has the qualifications and seniority to successfully exercise a bump. An employee refusing to take more than a ten (10) cent per hour cut in rate in his own department, however, will not be allowed to exercise a job bump resulting in a rate cut of more than ten (10) cents per hour in another department. Employees exercising seniority under this section will replace the lowest seniority employee in the classification into which they bump and shall immediately establish full seniority. The "home classification", department, and shift for employees affected by permanently eliminated classifications will become the classification, department, and shift into which they bump, until such time as they are awarded a new job under a bid. The provisions and procedures for layoff slips and Company assignments described in Section 11.6 will apply to this section.

11.7(b) Any employee whose job has been permanently eliminated through technological improvements shall have adequate instruction and training on the job into which he bumps for a maximum of twenty (20) working days in the manner provided in Article 14.4.

11.8 An employee bumping onto a job will receive reasonable indoctrination to the job and any equipment or machinery involved to the extent that he is made familiar with the basic operational and safety requirements and procedures. In the event an

employee who has exercised his seniority under Section 11.6 and is unable to perform the job, the employee will be removed from the job and after a discussion with the Human Resources Department the employee will, seniority permitting, be assigned by the Company to a job that he is capable of performing.

The parties agree that "reasonable indoctrination", in this instance, shall mean not less than four (4) hours of indoctrination.

## **ARTICLE 12**

### **RESTORATION OF FORCE**

12.1 Subject to Section 10.1, recall of employees will be in accordance with the following:

12.1(a) Employees will be recalled to their home classification and/or department and/or shift as the need arises regardless of whether they are currently laid off or working in another classification and/or department.

12.1(b) After compliance with Section 12.1(a), the Company will then recall employees remaining on layoff in order of seniority. Any employee who reports for work following notice of recall and who fails to accept the job offered will be considered on voluntary layoff.

12.1(c) Employees shall be allowed to exercise their shift preference, in accordance with their seniority, on any recall from layoff in such employee's classification and department, provided that any such shift preference exercised under this Section 12.1(c) shall not count against the employee's shift preference rights under Article 13.

12.2 The employee will be notified by registered or certified letter, return receipt requested, and may also be contacted by a personal telephone call. The Company may temporarily fill the job of any employee to whom notice of recall has been given without regard to seniority during the period elapsing between the mailing of the notice and his scheduled day of reporting for work.

12.3 If an employee does not report for work within four (4) working days after he has been notified of his recall to work by a registered or certified letter, return receipt requested, sent to his last known address, he shall be considered a voluntary quit. All notices to report shall be sent to the last address filed by the employee with the Human Resources Department. In the event that accident, sickness or similar emergency

prevents an employee from reporting within four (4) working days or from receiving notice of recall, he shall not lose his seniority, provided, he can establish these reasons for his failure to report. The Union shall be notified of an employee's failure to report or make arrangements and shall be allowed forty-eight (48) hours within which to contact said employee before actual termination.

12.4 An employee on voluntary layoff may exercise his plantwide seniority between ninety (90) and ninety-five (95) days after layoff to bump into a job other than his own. If he fails to do so, he may exercise this privilege between one hundred eighty (180) and one hundred eighty-five (185) days after layoff but not thereafter. The employee shall have sole responsibility for making application at the Human Resources Department and will receive no notice of eligibility nor will the Company have any liability if the rights provided in this paragraph are not exercised. In the event that an employee's classification is permanently eliminated while he is on a voluntary layoff, the Company will notify him by registered or certified letter, return receipt requested, and he shall have five (5) days from receipt of same to exercise his seniority.

### **ARTICLE 13**

#### **SHIFT PREFERENCE**

13.1 When a department operates on more than one shift, an employee having seniority who is desirous of changing shifts within his classification and department may make application to Human Resources at any time for a transfer to the shift he prefers. Shift changes requested will be made as soon as possible after such application is received but not to exceed the second week-end following receipt of the application unless such period is extended by mutual agreement in writing between management and the committee. The person who enters another shift as a result of exercising his shift preference shall take the job formerly held by the person who had to leave this shift to allow such preference to be exercised. Each employee will be entitled to two (2) shift preferences in any twelve (12) consecutive month period. If employees in classifications find it necessary to change shifts because of emergency, they may apply to the Company for permission, provided the change is mutually agreeable to the employee involved and the Company. No shift preference shall be exercised by a successful bidder during his qualification period and no shift preference shall be exercised by any other employee to affect a successful bidder during his qualification,

except by a qualified employee at the time of a reduction in force pursuant to Section 11.6.

## **ARTICLE 14**

### **JOB VACANCIES**

14.1 The opportunity to bid is primarily intended to allow an employee to improve his skill, ability and wages by exercising his rights under this Article to change his job classification; this Article is not intended to be a vehicle for accomplishing any other purpose except in extraordinary circumstances and then only on mutual agreement of the Company and the Union.

14.1(a) Subject to Article 10.1, job openings shall be filled in the following manner provided, however, that no one is on layoff status in the noted classification: Vacancies shall be posted plant-wide, in a manner accessible to all employees, for two (2) working days. The notice shall include the following information: date, department, classification, number of openings (if more than one), rate of job and shift. Any seniority employee seeking such a position will fill out a bidding slip provided by the Company, designating his desire for the position. These slips shall be made out in triplicate, one (1) for Human Resources, one (1) for the employee and one (1) for the union steward or committeeman. The union steward or committeeman must sign all bid slips showing time and date. It is the employee's responsibility to see to it that the union steward or committeeman signs his bid slip. His bid slip will not be considered unless signed by the employee and the union steward or committeeman. These slips to be considered must be placed in a job bid box by the employee before the end of the two (2) working day posting period.

14.1(b) The job openings shall be filled first from employees bidding within the department in which the vacancy exists, and second from employees bidding from other departments. In event there is no bidder to whom the job is awarded, the Company will be free to fill the job vacancy with a new hire, subject to the recall rights of employees on voluntary layoff under Section 12.1(b).

The Company shall post the results on the bulletin boards within forty-eight (48) hours of the closing of the bids, showing the name and seniority date of the successful applicant. The Company shall be given up to five (5) working days in which to effect the change of classification. The Company will inform the applicable committeemen if for some unusual reason the change cannot be made within the five (5) working days and

will fully explain the circumstances. Notwithstanding anything to the contrary herein, the twenty (20) working day qualification period provided for in Section 14.4 shall not commence until the first day that the employee begins to perform the work of the job which has been awarded to him. The Union will be informed of the results of the posting. Employees within the Special Assembler Complete classifications in departments 353, 354, 356, and 358 will be given the opportunity to fill openings within their classification regardless of shift upon request in accordance with Article 10.1 of the Agreement. Employees who must change shifts because of this article will exercise a shift preference in accordance with Article 13. An Employee who fails to fill the job opening in a satisfactory manner shall be returned to his former job task and shift without loss of seniority provided his seniority allows said return.

14.2 Any employee failing to bid on the job vacancies within the stipulated time will be considered as having refused to bid.

14.3(a) The Company shall have the right to fill the job vacancy until the procedure set forth in this Article 14 has been complied with.

14.3(b) The Company need not repost an opening in a classification and shift within five (5) working days of the last day of a posting in that classification and shift in which there were more bidders than open jobs. If a subsequent opening occurs due to a disqualification, the job does not have to be reposted until the 20 working day qualification period has elapsed. The job may be filled with employee(s) who had bid on the original opening during that twenty (20) working day qualification period.

14.4(a) If after being given adequate instruction and training on the job, an employee who has been selected to fill an opening in accordance with this Article fails to fill the job classification in a satisfactory manner at any time within twenty (20) working days, he shall be returned to his former job task and classification without loss of seniority provided his seniority allows said return. The foreman shall discuss with the employee and the district steward the reasons for the employee's removal. In addition, the foreman shall set forth in writing on a form (to be agreed upon by the parties) the reasons for the employee's removal; the form shall be signed by the foreman, the district steward and the employee, provided, however, that the district steward and the employee shall set forth in writing the reasons for their disagreement, if any, with the decision of the foreman.



14.4(b) An employee bidding into a classification who has held the classification in the past will be considered qualified for the purpose of this Agreement.

14.5 The employee selected for an open job through the above procedures must be willing and ready to accept the job, and department for two (2) months. An employee will be limited to two (2) lateral and one (1) downward bid in any twelve (12) consecutive month period. Employees bidding into skilled trades or employees who have completed the requirements of 24.3(b) who are eligible to bid into the pressure welder "B" or pressure welder "A" classification(s), or the Brazer Repair classification, shall not be restricted by the application of the two (2) month requirement for bidding. However, employees already in these classification(s) must complete the two (2) months requirement before bidding out. The purpose of this language is to provide the Company with qualified employees to fill openings in the skilled trades or welding classification(s). It is not intended to allow lateral bids to circumvent the two month bidding requirement.

14.6 The rate of pay for an employee awarded a job under the provisions of this Article will be the job rate of the classification, unless they are in the New Hire Wage Progression, then their rate will be as specified in Section 24.3(d) of the Agreement.

14.7 An employee shall retain full seniority in his prior "home classification" until satisfactory completion of his twenty (20) work day trial period in a new classification. After qualifying in the new classification, seniority shall transfer to the new classification and department and shift which becomes the new "home classification."

14.8 After an employee has qualified in a new classification by completing the twenty (20) workday period, he will be considered in the new classification and department and shift for bidding purposes and he will be allowed to exercise a shift preference in accordance with the terms of this contract.

14.9 A pressure welder qualification time of six (6) months will be allowed to accumulate while holding the Pressure Welder "B" classification by either a bid or bump regardless of department. Furthermore, it is also agreed that time worked on a temporary transfer and/or as a labor bank classified employee being assigned to a pressure welders job will not count towards the six (6) months qualification period, unless the labor bank employee had completed a partial period as a Pressure Welder "B" and has been removed from the Pressure Welder "B" classification because of a reduction in force.

## **ARTICLE 15**

### **NEW JOBS**

15.1 When new jobs are placed into the bargaining unit and cannot be properly placed in existing classifications, Management will set up a new classification and a rate covering the job in question, and will designate it as temporary. A copy of the temporary rate and classification name will be furnished to the Bargaining Committee.

15.2 As soon as possible after the new job is in operation, and in any event, within thirty (30) calendar days after an employee has been placed and properly trained on the job, the Bargaining Committee and Company Management shall negotiate the rate and classification.

When negotiations are completed, the classification and rate shall become a part of the local wage agreement, and the negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date the production employee started on the job, except as otherwise mutually agreed.

15.3 Where there is less than five (5) hours work per day in any classification, such classification may be combined with other work in the same general area to make an eight (8) hour day and a new classification will be established to cover the new job. Seniority employees whose "home classifications" have been combined into the new classification will assume the new classification as their new "home classification" and will, as needed, be given a thirty (30) day trial period on available jobs in the new classification, provided, affected employees must continue to have the new classification as their "home classification" at the time an opening(s) occurs in the new classification. At the time of the combining of the work to form the new classification, employees holding the original classification(s) will, by seniority, be assigned to the new classification, employees in excess of the number needed in the new classification may exercise their seniority in accordance with Article 11. An employee holding the original classification who is disqualified from the new classification will be allowed to exercise his seniority in accordance with Article 11. The Company will give advance notice to the assembled Union Committee, prior to creating a combined job and will provide preliminary data as to the compliance with Section 15.3 of the current labor agreement within 15 regularly scheduled working days.

15.4 The Company will provide the necessary training required for employees to operate any new device or equipment. In addition, the Company will provide all necessary training to ensure that the maintenance department personnel are able to repair and maintain the new devices or equipment.

## **ARTICLE 16**

### **TEMPORARY TRANSFER**

16.1 An employee with seniority who is temporarily transferred to another classification shall be paid the rate of the classification to which transferred or the rate of his own whichever is greater. An employee may be transferred temporarily to another classification for a period not to exceed five (5) working days. Temporary transfers in excess of five (5) working days shall be by mutual agreement between the employee, his foreman and the applicable committeeman. The provisions of this paragraph do not restrict the Company in filling vacancies created by employees on "Leave of Absence" or "Sick Leave" for the duration of such leave, under the terms of this Agreement. However these vacancies will continue to be filled from regularly classified employees not from the New Hire Pool. The rate of pay in such cases shall be determined according to this Article.

16.2 The Company will exert every effort in instances of temporary transfer to temporarily transfer employees in accordance with the following principles:

1. Lowest seniority employee in a classification will be transferred first;
2. Multiple transfers to fill an individual job will be avoided where possible and used only when reasonable and necessary.

In both the above instances, an employee's ability, skill and physical fitness or lack of these attributes to perform such work will be of primary importance.

16.3 An employee with seniority who is temporarily transferred to another classification, "on a temporary basis" shall be transferred back to his home classification upon completion of the work assignment that gave rise to the transfer; provided that any employee transferred shall complete their regularly scheduled shift.

**ARTICLE 17**  
**LOSS OF SENIORITY**

17.1 Seniority shall be lost and the employment relationship and continuous service of employees shall be considered terminated (subsequent re-employment shall be deemed to be new employment) in the following events:

- (a) Voluntary quitting, retirement and death.
- (b) Discharge by the Company for just cause.
- (c) Absence in excess of a leave of absence or sick leave, unless the failure to return on time is for reasonable cause.
- (d) Absence for three (3) successive working days without reasonable cause.
- (e) Not performing any work for the Company as a result of layoff, for more than the period equal to length of service of the employee involved, or for two (2) years, whichever is the longer. Employees with less than one (1) year's seniority will remain on the seniority list for one (1) year.
- (f) Working any job for pay, during a leave of absence, shall be deemed a voluntary quit, unless special permission to do so was provided in writing by the Company in the leave of absence.
- (g) The Company, at the time of termination, shall deliver to the chairman or his designated representative, copies of all written notice of termination of employment which the Company gives or sends to employees.

**ARTICLE 18**  
**LEAVES OF ABSENCE**

18.1 Leaves of absence will be granted to employees for personal reasons with the approval of the Company. Copies of such leaves will be given to the employee (before he leaves the Plant) and the Chairman of the Bargaining Committee. Seniority will accumulate during the first thirty (30) days of such leaves.

18.2 Employees (up to a maximum of three (3)) selected or appointed as delegates to a convention of the International Union upon application to the Company shall be granted leaves of absence in accordance with the following schedule:

Two (2) employees for a period not to exceed sixty (60) days.

One (1) employee for a period not to exceed thirty (30) days.

Seniority shall accumulate during such leaves.

18.3 An employee elected or selected to a full time position in the Union which takes him from his employment with the Company, shall, upon written request of the Union, be granted a leave of absence for a period of up to one (1) year, which period may be extended for additional period(s) of up to one (1) year by mutual agreement of the parties, during which time his seniority shall accumulate, and upon his return, he shall be assigned to the job he left if his seniority permits. In the event such work no longer exists, then he will be assigned to a job in accordance with Article 10.1. Applications for such leaves shall be made and granted yearly.

18.4 Upon timely return of any employee from a leave of absence referred to above, he shall if seniority permits be returned to his former classification.

18.5 Any employee entering the Armed Services of the United States shall be granted a leave of absence, accumulate seniority, and shall be returned to work, all in accordance with the provisions of the Veteran's Reemployment Act at that time.

18.6(a) Any employee with at least one (1) year of seniority, elected to State or United States public office may make written application for a leave of absence for the period of his term of active service in such office. Additional leaves of absence for such purpose may be granted at the option of the Company upon written application by the employee. Seniority shall accumulate during the periods of such leaves.

18.6(b) Any employee elected to local public office (county, township, city, village), shall be allowed sufficient time away from work to attend legally constituted meetings, necessary for holding such office, by giving notice no later than the workday before. Employees excused under this provision shall not be paid by the Company for the time away from work. This Section 18.6(b) shall not apply beyond two consecutive terms in office and it shall apply to elective office only.

18.7 Veterans with at least two (2) years of seniority may make application for an educational leave of absence. One continuous leave of absence for such education will be granted to eligible employees for a period not to exceed twelve (12) months. Additional leaves of absence may be granted, at the option of the Company. Seniority shall accumulate during such leaves of absence. The number of employees who can be out of any one department and shift will be governed by the work scheduled and the production needs of the Company.

## **ARTICLE 19**

### **SICK LEAVE**

19.1 Employees who have completed their probationary period and who become ill and furnish evidence of such illness acceptable to the Company shall automatically be given a sick leave for the duration of the illness, but not to exceed thirty (30) days per illness provided that such period may be extended by mutual agreement between the Company and the Union. The employee and the Union shall each be given a copy of such written sick leave.

19.2 Employees who have completed their probationary period and who incur a developing disability and who can furnish a statement from an attending physician stating that they can no longer perform their job because of their disabling condition or who the Company deems unable to perform their job because of their disabling condition shall automatically be given a sick leave for the duration of the disabling condition caused by the disability but not to exceed six (6) months except the leave may be extended in thirty (30) day increments if additional medical evidence satisfactory to the Company is submitted. The Company will pay S & A benefits to an employee during the pendency of his/her filed Worker's Compensation claim and on proper application and proof of illness or injury.

- Effective September 1, 2020, Sick Leave Benefit - \$300/week.
- Effective September 1, 2021, Sick Leave Benefit - \$350/week.

19.3 The employee must give notice to the Human Resources Department during regular office hours of his intention to return to work no later than the day before he reports. The Company may require a physical examination at its expense before allowing an employee, who was on "sick leave", to return to work.

19.4 An employee who is absent from work for five (5) days or less shall not be given a sick leave for any purpose under this Agreement, however, such employee shall give proper notice to the Company on the first full day of such absence. Included in the proper notice will be the nature of the illness or disability and its anticipated duration. Should an employee report an absence covering one day only and should the absence extend beyond the one day, the employee will be expected to give the Company additional notice of the additional absence, however an employee who is absent for one

(1) day for an injury or one (1) day with hospital admission for illness shall be given sick leave for the duration of the disabling condition.

## **ARTICLE 20**

### **BEREAVEMENT LEAVE**

20.1 When death occurs in a seniority employee's family, i.e.,

(a.) spouse, parent, stepparent, parent of current spouse, child, adopted child or stepchild, brother or sister, and also half-brothers, half-sisters, stepbrothers, stepsisters, who are being or were raised in the employee's immediate family, the employee on request will be excused for three (3) specific days which are related to either the death in the family or the funeral or memorial service; however requested time off under this provision must be taken within ten (10) days of the funeral or memorial service; and

(b.) grandchild of employee, grandparent of employee, the employee on request will be excused for one (1) specific day which is related to either the death in the family or the funeral or memorial service; however, requested time off under this provision must be taken within (10) days of the funeral or memorial service.

20.2 An employee excused from work under this Article shall be paid the actual days excused at the employee 's regular hourly rate for eight (8) hours exclusive of shift differential. Time thus paid for will not be counted as hours worked for the purposes of computing daily overtime. (See Section 9.2(b) for details). The employee may be required to establish proof of death and relationship if requested to by the Company.

20.3 Under no circumstances shall an employee receive time off for both funeral and memorial services related to the death of the same person.

## **ARTICLE 21**

### **JURY DUTY**

21.1 Any seniority employee who is summoned and reports for jury duty, as prescribed by applicable law, or whose attendance at a session of court is required by subpoena issued by said court where the employee is not a party to the proceedings, shall be paid by the Company an amount equal to the difference between the amount of wages (excluding night shift premium) the employee otherwise would have earned by working during straight-time hours for the Company on that day and the daily jury duty fee paid by the court or fee paid with the subpoena (not including travel allowances or

reimbursement of expenses), for each day on which he reports to court and on which he otherwise would have been scheduled to work for the Company.

21.2 In order to receive payment, an eligible employee must give Management prior notice that he has been summoned for jury duty or subpoena attendance and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment.

## **ARTICLE 22**

### **VACATIONS**

22.1 There are two types of vacation time off recognized in this agreement: 1) basic vacation, and 2) additional vacation.

22.2(a) Basic vacation shall consist of two periods each year of one (1) week each. The first vacation period shall begin on the Monday commencing with the start of the Barry County Fair. The second vacation period shall occur around the Christmas and New Year' holidays, according to the schedule outlined in Exhibit "V"- calendar attached at the back of the book.

22.2(b) Eligible employees will be granted time off during these periods if they are not required to work. Those classifications required to work will be announced at least thirty (30) days in advance of the vacation period (except in cases of last minute emergencies) and employees who are required to work will be allowed to take their basic vacation week(s), if eligible, at another time during the year. If only a limited number of employees in a classification are required to work, those lowest in seniority shall work unless senior employees in the classification volunteer to work during the basic vacation period(s). Eligible employees who sign up to work either basic vacation period and are selected to work a basic vacation period, may take their vacation at another time of the year.

22.2(c) Any change in the basic vacation periods stated in 22.2(a) shall be my mutual agreement between the Company and the Union at least sixty (60) calendar days prior to the vacation period.

22.2(d) Employees required to work during a basic vacation period and who intend to take either week of their basic vacation on an individual basis must make such request in writing to their foreman between May 1 and June 1 (for the first basic vacation period) and between November 1 and December 1 (for the second basic vacation period). Employees who volunteer or are required to work the second vacation



period may use their basic vacation days throughout the subsequent calendar year, subject to scheduling provisions of 22.3(b). These vacation periods, once approved shall not be cancelled or rescheduled less than thirty (30) days before the commencement of the vacation without the agreement of the employee and the Company. Preference for individual vacations under this Section 22.2(d) will be governed by seniority. The Company may establish a maximum number of employees who can be off during any one week.

22.2(e) Seniority employees with at least six (6) months of continuous service with the Company as of June 1 of each year (with respect to the first vacation period) and December 1 (with respect to the second vacation period) shall be eligible for vacation pay in accordance with Section 22.2(g). Employees who have worked at least 520 hours in the six (6) month period immediately preceding June 1 or December 1 will be eligible for the full vacation provisions provided in Section 22.2(g) of this Article. Employees who have worked less than 520 hours in the six (6) month period immediately preceding June 1 or December 1 will be paid on a pro-rata basis, based on 520 hours. An employee who has not worked during a vacation eligibility period because of a compensable injury or illness for which he received compensation under the Michigan Workers Compensation Law, shall be credited for such time on Workers Compensation as hours worked for purposes of this Article, but only for such six (6) month's vacation eligibility period in which such illness or injury first occurs and the six (6) month's vacation eligibility immediately following.

22.2(f) In the event of an employee's death or retirement during a vacation accrual period, he shall be paid on a pro-rata basis, based on 520 hours, provided however, that in the case of death, an employee's pro-rata vacation pay shall be paid to his spouse, children or legal representative as determined by the Company and the Union.

22.2(g) Vacation time will be paid at straight time rates, exclusive of shift premium, as follows:

1. Employees with six (6) months' seniority, but less than five (5) years' seniority, on June 1 and December 1 of each year, shall be eligible to receive forty (40) hours' pay at straight-time rates.

2. Employees with five (5) years' seniority, but less than ten (10) years' seniority on June 1 and December 1 of each year, shall be eligible to receive forty-five (45) hours' pay at straight-time rate.
3. Employees with ten (10) years' seniority, but less than fifteen (15) years' seniority on June 1 and December 1 of each year, shall be eligible to receive sixty (60) hours pay at straight-time rates.
4. Employees with fifteen (15) years' seniority, but less than twenty (20) years' seniority on June 1 and December 1 of each year, shall be eligible to receive seventy (70) hours pay at straight-time rates.
5. Employees with twenty (20) years' seniority on June 1 and December 1 of each year shall be eligible to receive ninety (90) hours pay at straight-time rates.
6. Employees with 35 years' seniority, on June 1 and December 1 of each year, shall be eligible to receive one hundred-ten (110) hours' pay at straight time rates.

22.2(h) Vacation pay will be made available on the last day the Plant is scheduled to work prior to the basic scheduled vacation periods as outlined in Section 22.2(a).

22.2(i) For those employees only who are required to work during the basic vacation period, their vacation pay will be made available to them on their last scheduled work day prior to their vacation when taken between June 1 and the scheduled First vacation period, and December 1 and the scheduled Second Vacation period.

22.2(j) Employees who have not qualified for vacation pay or qualified employees who volunteer to work during either one of the two (2) basic vacation periods in Section 22.2(a) of this Article, if scheduled to work, will be assigned work in the following sequence:

1. Employees having completed their probationary period, but not having qualified for vacation will be assigned first.
2. Probationary employees will be assigned second.
3. Employees eligible for vacations will be assigned on a seniority basis and as far as practicable shall be assigned within their own classification.

22.2(k) Employees assigned to jobs shall be paid the rate of the classification so assigned.

22.3(a) Additional vacation periods in accordance with the following provisions will be granted to high seniority employees:

1. Employees with at least ten (10) years' seniority but less than twenty (20) years' seniority as of June 1 and December 1 will be allowed to take a third week of vacation time off each year.
2. Employees with twenty (20) years' seniority or more as of June 1 and December 1 will be allowed to take a third and fourth week of vacation time off each year.

22.3(b) Vacation time off in excess of the basic weeks can be scheduled by applying to the Company between May 1 and June 1 and between October 1 and November 1 of each year. The Company may limit the number of employees who may be off during any one week. Seniority in a department will govern the granting of additional vacation requests based on the below criteria:

1. Vacation preferences for full workweeks (as defined herein) will be considered first and granted on the basis of seniority.
2. Vacation preferences of less than a full week will be given preference based on seniority after full week requests have been approved.
3. Weeks with Company-paid holidays are not considered a full workweek, so no full workweek preference will be considered and seniority will prevail.

No additional compensation is paid at the time of additional vacation periods as full vacation payments due are paid in accordance with 22.2(g).

## **ARTICLE 23**

### **HOLIDAYS**

23.1 The following will be considered paid holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday immediately following Thanksgiving Day, the last scheduled work day before Christmas Day, Christmas Day, the last scheduled work day before New Year's Day, a holiday, mutually determined by the parties, during the second vacation period, the employee's

Birthday; and an additional paid holiday shall be added to be celebrated on a date to be determined by mutual agreement between the Company and the Union, such decision to be made on or before August 31, in each contract year.

23.2 An employee who has completed his probationary period shall receive eight (8) hours pay at his basic rate (exclusive of shift premium) for the above named holidays, provided that he works his full regularly scheduled work day preceding and his full regularly scheduled work day following said holiday unless the absence for all or any part of any qualifying day is for an emergency beyond the control of the employee (as determined by the Company) which arose or was continuing in effect when the employee was at work or when the employee was or would otherwise be on his way to work, and 1) he notified the Company as soon as possible after the emergency became known, 2) he made every reasonable effort to get to work and stay at work, and 3) evidence acceptable to the Company verifying such emergency is submitted.

23.3 Holidays which fall into a basic vacation period (Article 22.2(a)) will be paid in addition to vacation pay. When a holiday falls in an employee's approved individually scheduled vacation period, the employee will be given the opportunity of having the extra day off, if he so chooses. A seniority employee on "leave of absence" or "sick leave" (including an employee absent from work because of an industrial illness or injury for which he is eligible to receive Workers Compensation) or layoff (excluding voluntary layoff) shall receive holiday pay if he has:

- (a) worked either in the week in which the holiday falls or the week immediately preceding or following the week in which the holiday falls, and:
- (b) worked his regularly scheduled work day preceding and his regularly scheduled work day following said holiday.

23.4 Except as outlined in Exhibit "V" - calendar, if the holiday falls on a Sunday, Monday shall be observed as the holiday, and if the holiday falls on a Saturday, Friday shall be observed as the holiday. If the employee's birthday falls on a Friday or Saturday, Section 23.5 will apply to Friday and Saturday. If the employee's birthday falls on a Sunday or a Monday, Section 23.5 will apply to Sunday and Monday.

23.5 No employee shall be penalized for refusing to work on any of the aforesaid holidays.

23.6 The employee's birthday will be included in the list of recognized holidays subject to the following provisions:

- (a) If the employee's birthday falls on Saturday, Sunday, during an employee's approved individually scheduled or basic scheduled vacation period, or on one of the other holidays described in Section 23.1, another date for such holiday mutually agreeable to the employee and his foreman, may be chosen.
- (b) Subject to production requirements, the Company may limit the number of employees in any classification, department, or shift who may be absent for the birthday holiday. In the event it is necessary to require employees to work on the holiday, seniority will govern the order of choice of such holiday. Employees who are required to work on their birthday shall do so at their regular straight time rate unless such day would otherwise qualify for premium pay in accordance with other provisions of this contract, and such employees shall be allowed to select such other holiday date as may be mutually agreeable between the employee and his foreman.
- (c) Birthdays falling on February 29 will be considered to occur on February 28.
- (d) Subject to the conditions above, all other provisions of this article will apply to this holiday.

**ARTICLE 24**  
**WAGE AGREEMENT**

24.1 Following is a list covering job classifications, progressions and hourly rates which is hereby incorporated into and made a part of this Agreement and the parties agree to comply with and be bound by all of its terms and provisions.

24.2 Shift workers shall receive a shift premium above their regular rate as follows:

- (a) For second shift workers, when scheduled, thirty (\$.30) cents per hour.
- (b) For third shift workers, when scheduled, twenty-five (\$.25) cents per hour.

Job Level	Job Description	Job Class	9/1/2020 Hiring Rate	9/1/2020 Job Rate	9/1/2021 Hiring Rate	9/1/2021 Job Rate	9/1/2022 Hiring Rate	9/1/2022 Job Rate	9/1/2023 Hiring Rate	9/1/2023 Job Rate	9/1/2024 Hiring Rate	9/1/2024 Job Rate	9/1/2025 Hiring Rate	9/1/2025 Job Rate
D	NEW HIRE	D	16.00		16.00		16.00		16.00		16.00		16.00	
	SUMMER HELP		16.00		16.00		16.00		16.00		16.00		16.00	
1	JANITOR	1	16.00	19.66	16.00	19.91	16.00	20.14	16.00	20.34	16.00	20.59	16.00	20.89
1	MATERIAL HANDLER	3	16.00	19.81	16.00	20.04	16.00	20.25	16.00	20.44	16.00	20.64	16.00	20.89
1	LINE FEEDER	8	16.00	19.91	16.00	20.11	16.00	20.31	16.00	20.51	16.00	20.71	16.00	20.89
2	CONVEYOR LOADER & UNL.	4	16.00	19.88	16.00	20.16	16.00	20.40	16.00	20.60	16.00	20.84	16.00	21.14
2	PORCELAIN BRUSHER	9	16.00	19.88	16.00	20.16	16.00	20.40	16.00	20.60	16.00	20.84	16.00	21.14
2	PRESS OPERATOR	16	16.00	19.93	16.00	20.16	16.00	20.39	16.00	20.60	16.00	20.84	16.00	21.14
2	AUTO WELD OPERATOR	17	16.00	20.04	16.00	20.26	16.00	20.48	16.00	20.68	16.00	20.89	16.00	21.14
2	SPOT WELDER	20	16.00	19.93	16.00	20.16	16.00	20.39	16.00	20.60	16.00	20.84	16.00	21.14
2	CRIB ATTENDANT	21	16.00	19.93	16.00	20.16	16.00	20.39	16.00	20.60	16.00	20.84	16.00	21.14
2	SHEAR MACHINE OP.	22	16.00	19.95	16.00	20.17	16.00	20.39	16.00	20.61	16.00	20.84	16.00	21.14
2	BEADER OPERATOR	26	16.00	19.98	16.00	20.20	16.00	20.42	16.00	20.64	16.00	20.87	16.00	21.14
3	HILO OPERATOR	5	16.00	19.88	16.00	20.20	16.00	20.52	16.00	20.81	16.00	21.11	16.00	21.41
3	CENTRAL WH ATTENDANT	11	16.00	19.88	16.00	20.20	16.00	20.52	16.00	20.81	16.00	21.11	16.00	21.41
3	HYDRAULIC PRESS	14	16.00	19.93	16.00	20.24	16.00	20.54	16.00	20.84	16.00	21.11	16.00	21.41
3	TANK TESTER	15	16.00	19.93	16.00	20.24	16.00	20.54	16.00	20.84	16.00	21.11	16.00	21.41
3	REPAIR OPERATOR	18	16.00	19.93	16.00	20.24	16.00	20.54	16.00	20.84	16.00	21.11	16.00	21.41
3	SPECIAL ASSEM. COMP	23	16.00	19.96	16.00	20.24	16.00	20.54	16.00	20.84	16.00	21.11	16.00	21.41
3	SPEC ASSEM COMP-FEEDER	24	16.00	19.96	16.00	20.24	16.00	20.54	16.00	20.84	16.00	21.11	16.00	21.41
3	SHIPPING ATTENDANT	25	16.00	19.98	16.00	20.26	16.00	20.56	16.00	20.84	16.00	21.11	16.00	21.41
3	RESIS. SPUD WELD	32	16.00	20.04	16.00	20.32	16.00	20.58	16.00	20.85	16.00	21.11	16.00	21.41
3	WHEELABRATOR OPERATOR	34	16.00	20.09	16.00	20.37	16.00	20.63	16.00	20.86	16.00	21.11	16.00	21.41
4	MAINTENANCE LABOR	2	19.81	19.81	20.16	20.16	20.51	20.51	20.87	20.87	21.19	21.19	21.49	21.49
4	SERVICE AND REPAIR	10	19.88	19.88	20.23	20.23	20.58	20.58	20.88	20.88	21.19	21.19	21.49	21.49
4	MILL OPERATOR	12	19.90	19.90	20.24	20.24	20.58	20.58	20.88	20.88	21.19	21.19	21.49	21.49
4	LASER OPERATOR COMP	27	20.00	20.00	20.31	20.31	20.62	20.62	20.89	20.89	21.19	21.19	21.49	21.49
4	EC WIRE COMPLETE	27A	20.00	20.00	20.31	20.31	20.62	20.62	20.89	20.89	21.19	21.19	21.49	21.49
4	AUTO WELDER	28	20.04	20.04	20.36	20.36	20.66	20.66	20.94	20.94	21.19	21.19	21.49	21.49

Job	Job	Job	9/1/2020	9/1/2020	9/1/2021	9/1/2021	9/1/2022	9/1/2022	9/1/2023	9/1/2023	9/1/2024	9/1/2024	9/1/2025	9/1/2025
Level	Description	Class	Hiring Rate	Job Rate	Hiring Rate	Job Rate	Hiring Rate	Job Rate	Hiring Rate	Job Rate	Hiring Rate	Job Rate	Hiring Rate	Job Rate
4	AUTO FLUE WELDER	29	20.04	20.04	20.36	20.36	20.66	20.66	20.94	20.94	21.19	21.19	21.49	21.49
4	FLUE SPRAYER	30	20.04	20.04	20.36	20.36	20.66	20.66	20.94	20.94	21.19	21.19	21.49	21.49
4	TANK SPRAYER	31	20.04	20.04	20.36	20.36	20.66	20.66	20.94	20.94	21.19	21.19	21.49	21.49
4	PAINT SPRAYER	37	20.14	20.14	20.42	20.42	20.68	20.68	20.93	20.93	21.19	21.19	21.49	21.49
5	LABOR BANK	6	19.88	19.88	20.28	20.28	20.63	20.63	20.97	20.97	21.32	21.32	21.62	21.62
5	UTILITY	7	19.88	19.88	20.28	20.28	20.63	20.63	20.97	20.97	21.32	21.32	21.62	21.62
5	INSPECTOR	33	20.04	20.04	20.39	20.39	20.72	20.72	21.02	21.02	21.32	21.32	21.62	21.62
5	PUNCH PRESS OP	35	20.10	20.10	20.42	20.42	20.72	20.72	21.01	21.01	21.32	21.32	21.62	21.62
5	SEAM WELDER OP.	40	20.14	20.14	20.46	20.46	20.77	20.77	21.05	21.05	21.32	21.32	21.62	21.62
5	LASER SEAM WELDER	55	20.14	20.14	20.46	20.46	20.77	20.77	21.05	21.05	21.32	21.32	21.62	21.62
6	CRANE OPERATOR	13	19.93	19.93	20.33	20.33	20.73	20.73	21.13	21.13	21.54	21.54	21.84	21.84
6	SEMI - SWITCHER	19	19.93	19.93	20.33	20.33	20.73	20.73	21.13	21.13	21.54	21.54	21.84	21.84
6	AUTO SHEAR OP.	38	20.14	20.14	20.49	20.49	20.84	20.84	21.19	21.19	21.54	21.54	21.84	21.84
6	SHEET BLAST OP	39	20.17	20.17	20.52	20.52	20.87	20.87	21.22	21.22	21.54	21.54	21.84	21.84
6	DIE SETTER	41	20.25	20.25	20.60	20.60	20.94	20.94	21.28	21.28	21.54	21.54	21.84	21.84
6	TANK FABRICATOR COMP	53	20.04	20.04	20.44	20.44	20.82	20.82	21.17	21.17	21.54	21.54	21.84	21.84
6	BRAZER REPAIR	54	20.38	20.38	20.66	20.66	20.95	20.95	21.24	21.24	21.54	21.54	21.84	21.84
7	PRESSURE WELDER B	36	*	**	*	**	*	**	*	**	*	**	*	**
7	AUTO FLUE/PRESSURE WLDR	42	20.83	20.83	21.16	21.16	21.50	21.50	21.83	21.83	22.13	22.13	22.43	22.43
7	PRESSURE WELDER A	43	20.83	20.83	21.16	21.16	21.50	21.50	21.83	21.83	22.13	22.13	22.43	22.43
7	REPAIR WELDER	44	20.83	20.83	21.16	21.16	21.50	21.50	21.83	21.83	22.13	22.13	22.43	22.43
7	SPEC. TANK ASSEM.	45	20.83	20.83	21.16	21.16	21.50	21.50	21.83	21.83	22.13	22.13	22.43	22.43
7	LINE LEAD	56	20.83	20.83	21.16	21.16	21.50	21.50	21.83	21.83	22.13	22.13	22.43	22.43
	MACHINE REPAIR DOL	46	27.75	27.75	28.30	28.30	28.87	28.87	29.44	29.44	30.03	30.03	30.62	30.62
	ELECTRICIAN "A"	48A	25.20	25.20	25.70	25.70	26.21	26.21	26.73	26.73	27.26	27.26	27.81	27.81
	LICENSE ELECTRICIAN	48	27.95	27.95	28.51	28.51	29.07	29.07	29.65	29.65	30.24	30.24	30.84	30.84
	MASTER ELECTRICIAN	48M	30.00	30.00	30.60	30.60	31.21	31.21	31.84	31.84	32.47	32.47	33.12	33.12
	TOOL AND DIE DOL	49	28.05	28.05	28.61	28.61	29.18	29.18	29.76	29.76	30.35	30.35	30.95	30.95



24.3(a) Pressure Welder "B" shall be increased at the rate of ten (10) cents per hour per month until they have reached the top rate of Accessory Welder or Pressure Welder depending on the type of welding training program they are on. Transfers into the Pressure Welder "B" classification will start out \$0.48 less than job rate. Applicants for Pressure Welder "B" must have attended the Company sponsored classes, some other bona-fide welding school, or have the equivalent in experience and be able to pass a welding test to be set up by the Company. Applicants for Company sponsored welding classes will be chosen on a plant-wide seniority basis.

It is understood that Special Tank Assemblers are required to perform additional duties unrelated to welding and welders do perform some related work, such as flow coatings. This understanding applied solely to standards required in welding but does not affect in any way the welder's other responsibilities.

The purpose of the program is to supply the Company with qualified welders who can perform at required standards and to provide the employees with opportunity to advance to welder.

The Company program is designed to make replacements available to fill openings created through normal attrition but cannot be expanded to discount unforeseeable needs due to possible work force expansion.

When fully qualified welders are needed and the program cannot fill the quota, then management shall have the right to hire from the outside but such newly hired qualified welders shall have to qualify on the additional routine job duties through on-the-job break-in the contractual grace period.

Classes for prospective welders shall be held whenever there are less than 10 employees who are qualified to bid into the welder program.

The employer shall not resort to outside hiring as long as internal move up of properly qualified employees enables quotas to be filled and shall not hire new employees directly into the welder program unless there are no bidders from those who have successfully fulfilled contractual qualifications, such as the prerequisite schooling designed to maintain a minimum of 10 potential bidders.

It is also understood that the welder program and this clarification shall include and apply to Special Tank Assemblers in addition to the classifications specified in 24.3 (b).

The parties agree as follows:

1. All employees in the Special Tank Assembly Department (except the hi-lo operator servicing the department), and the ASME Certified Welding Inspectors in the Special Tank Inspection Department shall be paid twenty-five (\$.25) cents per hour above their respective base hourly wage rate for all hours worked in their respective departments;
2. Employees in the classifications covered by Item #1, above, shall retain all ASME welding certifications they held at the date hereof and are encouraged by both parties to expand the area(s) of their certification. Special Tank Assembler Classification employees who retain one additional ASME welding certification (WPS #15-vertical down, or WPS #5-seam welder, or WPS #9-spud to head), shall be paid an additional twenty-five cents (\$0.25) per hour for the certification, above their respective base hourly wage rate for all hours worked in their respective departments. Employees in the classifications above, who are not ASME welding certified but are encouraged by both parties to become so certified and to expand the area(s) of their certification; and
3. A special committee shall be formed of equal number of Company and union appointed representatives, not more than three (3) each, which shall develop a mutually acceptable method for introduction, transfer and removal of personnel in the classifications in Item #1, above.
4. All employees in the *Auto Flue/Pressure Welder, Pressure Welder "A"*, and Repair Welder classifications are encouraged by both parties to expand their skill and knowledge. Beginning April 5<sup>th</sup>, 2021 employees in *Auto Flue/Pressure Welder, Pressure Welder "A" and Repair Welder* classification who retain "Residential Weld Excellence" ("RWE") certification shall be paid twenty five (\$0.25) cents per hour above their respective base hourly wage rate for all hours worked in their respective departments, so long as they retain the RWE certification. RWE certification requirements will be developed by a joint Residential Weld Committee consisting of three representatives appointed by the Company and three representatives appointed by the Union. These requirements will be finalized no later than January 29, 2021.

24.3(b) The switching of semi-trailers shall be exclusively the right of the above Union with the provision that this switching shall not be deemed to include semi-trailers other than those owned by the above stated Company. This does not preclude the Company the right to move any semi-trailer parked on its property whenever its regular operator is unavailable.

24.3(c) For those hired into classifications in the Level 1, Level 2, and Level 3 pay rates, on or after July 1, 2014, rate progression from the hiring rate to the job rate shall be automatic and at a rate of seventy-five (\$0.75) cents every six (6) months until the job rate for their bid classification is reached.

24.4(a) The intent of the New Hire Pool is to provide a vehicle to fill anticipated job vacancies and opportunities. This Pool is not intended to create or maintain a temporary work force or to fill vacancies created in the Skilled Trades classifications.

24.4(b) New Hire Pool is the department and classification that new employees are placed into at the start of their employment. Employees hired into the New Hire Pool will receive all contractual benefits. However, while in the Pool, employees will not obtain a home classification, department, or shift.

24.4(c) Seniority employees in the pool will bid out to regularly classified openings on a seniority basis or be placed by the Company. Seniority employees who bid or are placed out of the Pool that do not qualify will be returned to the Pool. However, this shall be the only way back into the Pool.

24.4(d) In case of type C layoff, (Article 11.6) the New Hire Pool will be reduced first based on seniority.

## **ARTICLE 25**

### **COST OF LIVING ALLOWANCE**

(This Article 25 shall have no force and effect from July 31, 1986)

25.1 There shall be a cost of Living Allowance to be determined quarterly in accordance with the changes in the official Consumer Price Index (Revised 1978) for Urban Wage Earners and Clerical Workers (CPI-W). All Cities Average, published by the Bureau of Labor Statistics, United States Department of Labor (1967 - 100), and hereinafter referred to as the "Index".

(a) <u>Effective Date of Adjustment*</u> (first pay period on or after)	<u>Based Upon Index As of</u>
February 1, 1984	November 1, 1983
May 1, 1984	February 1, 1984
August 1, 1984	May 1, 1984
November 1, 1984	August 1, 1984
February 1, 1985	November 1, 1985
May 1, 1985	February 1, 1985
August 1, 1985	May 1, 1985
November 1, 1985	August 1, 1985
February 1, 1986	November 1, 1985
May 1, 1986	February 1, 1986
August 1, 1986	May 1, 1986
November 1, 1986	August 1, 1986
February 1, 1987	November 1, 1986
May 1, 1987	February 1, 1987
August 1, 1987	May 1, 1987

\*based upon Index as of

In no event will a decline in the Index below the level as of November 1, 1983, provide the basis for a reduction in the allowance provided for hereunder.

25.1(b) The amount of the Cost of Living Allowance, if any, which shall become effective on the adjustment dates set forth in Section 25.1(a), shall be based upon a \$.01 per hour adjustment for each 0.3 change in the index, provided, however, that the following adjustments shall have amounts diverted to the Company as follows:

<u>Adjustment of</u>	<u>Diversion to Company</u>
February 1, 1984	first .03
May 1, 1984	first .01
August 1, 1984	first .01

And, further provided, however, that the sum of twenty-five (\$0.25) cents per hour shall be credited toward the first twenty-five (\$0.25) cents per hour which would otherwise be paid to employees as a Cost of Living Allowances for said adjustment dates (February 1, 1984, May 1, 1984 and August 1, 1984), such sum of twenty-five

(\$0.25) cents per hour having been prepaid by the Company commencing on December 21, 1983.

And, further provided, however, that such sum of twenty-five (\$0.25) cents per hour shall be guaranteed during the term of this Agreement regardless of any increase or decrease in the Index. For adjustments in the Cost of Living Allowance, if any, which shall become effective on November 1, 1984, and all subsequent adjustment dates set forth in Section 25.1(a), the following guarantees and limitations shall apply:

i – Adjustments of:

November 1, 1984

May 1, 1985

August 1, 1985

\$0.15 per hour shall be prepaid (and shall be credited toward the \$0.26 \$0.40 Cost of Living Adjustment payments, if any, hereunder) commencing on August 27, 1984, and shall be guaranteed thereafter during the term of this Agreement regardless of any increase or decrease in the Index; and the first \$0.25 per hour of the Cost of Living Allowance shall be paid per the schedule set forth in Section 25.1(a), provided that such sum of \$0.25 per hour shall be paid no later than August 1, 1985, and shall be guaranteed thereafter during the term of this Agreement regardless of changes in the Index; and provided, however, that the total (prepaid, guaranteed and paid per schedule) Cost of Living Adjustments for these four adjustment dates shall under no circumstances exceed the total of \$0.55 per hour.

ii - Adjustments of:

November 1, 1985

February 1, 1986

May 1, 1986

August 1, 1986

\$0.15 per hour shall be prepaid (and shall be credited toward the \$0.31 \$0.45 Cost of Living Adjustment payments, if any, hereunder) commencing on August 26, 1985, and shall be guaranteed thereafter during the term of this Agreement regardless of any increase or decrease in the Index; and the first \$0.30 per hour of the Cost of Living Allowance shall be paid per the schedule set forth in Section 25.1(a), provided that such sum of \$0.30 per hour shall be paid no later than August 1, 1986, and shall be guaranteed thereafter during the term of this Agreement; and provided, however, that the total (prepaid, guaranteed and paid per schedule) Cost of Living Adjustments for these four adjustment dates shall under no circumstances exceed the total of \$0.60 per hour.

iii – Adjustments of:  
November 1, 1986  
February 1, 1987  
May 1, 1987  
August 1, 1987

\$0.15 per hour shall be prepaid (and shall be credited toward the \$0.36 - \$0.50 Cost of Living Adjustment payments, if any, hereunder) commencing on August 25, 1986, and shall be guaranteed thereafter during the term of this Agreement regardless of any increase or decrease in the Index; and the first \$0.35 per hour of the Cost of Living Allowance shall be paid per the schedule set forth in Section 25.1(a), provided that such sum of \$0.35 per hour shall be paid no later than August 1, 1987, and shall be guaranteed thereafter during the term of this Agreement; and provided, however, that the total (prepaid guaranteed and paid per schedule) Cost of Living Adjustments for these four adjustment dates shall under no circumstances exceed the total of \$0.65 per hour.

25.1(c) No adjustments, retroactive or otherwise, shall be made due to any revision which may be later made in the published figures for the Index for any base month.

25.1(d) The parties to the Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the monthly B.L.S. Consumer Price Index (Revised 1978) for Urban Wage Earners and Clerical Workers in its present form and calculated on the same basis as the Index for August 1, 1978 (1967 = 100), unless otherwise agreed upon by the parties. Beginning with the Index for January, 1985, the CPI-W as revised to reflect modification in its home ownership component, will be used to determine the amount of the Cost of Living Allowance, if any. In the event of any other changes in the Index during the term of this Agreement, the parties will confer and agree upon the appropriate Index to use.

25.1(e) The amount of any Cost of Living Adjustment in effect at the date of this Agreement has been added to the hourly rate as set forth in Article 24 of this Agreement.

## **ARTICLE 26**

### **PRODUCTION STANDARDS**

26.1 The right of the Company to establish and impose production standards is recognized. Such production standards shall be fair and equitable and shall be set on the basis of normal working conditions, the quality of workmanship and the normal

working capacities of normal operators with due consideration to and the need for personal time. After a fair trial period, but in any event within thirty (30) days, the Union has the right to request, and the Company will make, a re-study of any production standards so requested, within one (1) week. In any disputed standard, the Company shall furnish to the Union a copy of the time study presently being used. It shall make available for inspection by the Union any and all records pertaining to the time study and the setting of production standards, including original time study observation sheets. Upon request by the Bargaining Chairman, the Company will furnish copies of any of the above information, including copies of the time studies. Upon request the Company's time study engineers or qualified Company representative shall be available to review the above information and attempt to resolve the dispute with the Union. When the dispute is resolved, all of the above information shall be returned to the Company representative. If the standard is still in dispute after the restudy, the Union may protest the standard, within one week; the Committee will then meet with the representative of management to review the standard; should the Committee and the Company not agree on the standard the Union shall be entitled to call in a Union time-study engineer to check the standard, and he shall be shown all the facts and figures pertaining to the case and he shall have the right to make a time-study of the job. On being assigned to a job for which a production standard has been placed in effect, the employee shall be advised as to what such standard is by the standard being posted on the routing sheet. Continued failure to or refusal of an employee to produce on the basis of such production standards shall be considered due cause for discipline up to and including discharge, unless the failure is due to causes beyond his control or the production standard is in dispute. No employee will be disciplined for failure to perform in accordance with such production standards unless he has been advised as to what such production standard is as provided above. Any complaint that discipline imposed under this section is improper shall be taken up under the regular grievance procedure provided for in this Agreement. Any employee physically incapable of meeting production standards will be given consideration in accordance with Article 31, Section 11.

26.2 Employees that are to be time studied shall be advised of such before the time study begins. It is agreed that such employee(s) are expected to maintain normal effort during the time study.

## **ARTICLE 27**

### **HEALTH CARE PLAN**

27.1 There is attached hereto as Exhibit "A" Health Care Plans. Said Plans are hereby incorporated into and made a part of this Agreement by reference and the parties agree to comply with and be bound by all of the terms and provisions of said Plans. These Plans do not cover claims arising out of motor vehicle accidents for Michigan residents. This provision is intended to make the motor vehicle insurance carriers liable for those claims in accordance with Michigan law. If Michigan law is changed so that motor vehicle insurance does not provide unlimited medical coverage for these claims, the parties will meet promptly and address the situation.

#### **JOINT HEALTH BENEFITS COMMITTEE**

The Company and the UAW recognize that the well being of employees is in the best interest of both parties. Improving the overall health of employees will help increase their quality of life for themselves and their families and reduce the rate of medical cost increases. In an effort to ensure that employees have the information needed to achieve this goal, the parties have developed a Joint Health Benefits Committee.

The Committee will be composed of three (3) members selected by the Union and an equal number of Company representatives. The Committee will meet as often as needed but no less than once every three (3) months. To ensure that the Committee has specific items to accomplish, the following items will be addressed:

- Discuss, design and implement a campaign to educate and inform members about the benefits of the Bradford White Wellness Program.
- Discuss, design and implement a campaign to inform members about the Disease Management Program and the benefits of voluntary use.
- Discuss, design and implement a campaign to educate and inform members about the mutual benefit of controlling medical costs now and in the future.
- Discuss, design and implement a campaign designed to encourage members to use mail order drugs, as appropriate.
- Review and recommend changes to applications and forms employees are asked to sign for benefit eligibility or claims information, leaves, disability, etc., in order to ensure they are narrowly tailored in order to preserve the employee's



right to privacy and limit the Company's access to medical or personnel information to a strict need to know basis.

- Discuss, design and implement a campaign to educate and inform members about the need for blood donations.
- Other issues as the parties may direct.

The Company agrees that it will provide basic training for the members of the Joint Health Benefits Committee on all matters of health benefits, including contract provisions and appeals processes.

**Insurance issues will be handled in the following manner:**

- Step 1** Use the insurance vendors appeals procedure; if not resolved;  
**Step 2** Issue reviewed by the Joint Health Benefits Committee; if not resolved;  
**Step 3** File grievance

27.2 Employees are responsible to pay the applicable premium, if any, for the healthcare plan and level of coverage they select from Exhibit "A"

**Continuation of Healthcare Coverage:**

**Layoff** – Up to 30 days

**Other Approved Leaves of Absences** – Up to 30 days

**Accident or Illness** – Up to six (6) months, with medical proof satisfactory to the Company.

27.3 Upon retirement, employees hired before September 1, 1994 shall have no premium share for retiree medical and prescription drug coverage. The Company will continue to pay full costs, including any increases.

27.4 If the hospital, medical, surgical insurance benefits provided by the government to a retiree from active employment in the bargaining unit, including his then current spouse, who thereupon commences to receive benefits from the bargaining unit pension plan (regardless of age at date of retirement) are below the hospital, medical, surgical insurance benefits provided to such employee by the Company at the date of such employee's retirement, the Company will make available and pay for hospital, medical, surgical insurance to cover the difference, provided, however, that for any employee hired between September 2, 1994 and March 25, 2007, the total Company cost for health care after such employee's retirement shall be no greater than \$199.00 per

month per covered person. Employees hired on or after March 26, 2007 will not be eligible to receive retiree medical insurance.

Otherwise eligible active employees must reach age 62 before they are eligible for any retiree healthcare as defined in this section.

All coverage provided by the Company under this Section 27.3 (for employee and spouse) shall cease when the employee dies.

27.5 In the event a National Health Insurance law is passed during the term of this Agreement, the Company and Union will discuss and review said law as it affects our Group Insurance Program. It is further agreed that the Company shall not be required to provide duplicate or overlapping coverage.

The parties agree that the Company shall select the insurance carrier or T.P.A. to provide the health care coverage hereunder.

## **ARTICLE 28**

### **PENSION PLAN**

28.1 A Pension Plan is hereby incorporated into and made a part of this Agreement by reference as Exhibit "B" and the parties agree to comply with and be bound by all of the terms and provisions of said Plan.

During the life of this agreement, employees eligible for the Pension Plan will continue to accrue service credit at the benefit amount of \$23 per year of accredited service.

28.2 Employees hired on or after March 26, 2007 are not eligible to participate in the pension plan.

28.3 Effective with the first payroll period of this Agreement, the Company will make available a 401(k) savings plan for all employees and will make matching contributions at a rate of 50% of the employees' contributions up to 6% of the employee's compensation (for a maximum matching contribution of 3% of compensation).

28.4 Employees hired on or after January 1, 2015 will automatically be enrolled for employee contributions at a rate of 4% of compensation, effective for payroll periods ending on or after the employee's entry date, and subject to the employee's right to modify or terminate the employee's contribution as provided in the plan. For the

automatic enrollment amount, the Company will make matching contributions at a rate 50% of the employee's contributions up to 4% of compensation (for a maximum matching contribution of 2% of compensation).

Employee contributions and Company matching contributions will be invested in an investment option selected by the joint Bradford White Manufacturing Company-UAW Retirement Income Plan except to the extent that the employees have elected to invest their accounts in other funds available under the plan and the elections in effect at the time. Employees may elect to invest their accounts in other investment funds from time to time as provided in the plan.

28.5 The vesting schedule for the Company contributions will be as follows:

Years of Service – Company Contribution Only	Vesting
Less than Two Years	0%
Two Years	20%
Three Years	40%
Four Years	60%
Five Years	80%
Six Years	100%

## **ARTICLE 29 SAFETY**

29.1 The Company and Union are committed to protect the health and safety of the employees. This goal will be accomplished by developing and implementing new and innovative programs. Management has assigned responsibility for carrying out the various aspects of the health and safety program and the Union will actively participate in the program.

The Company is committed to providing a safe and healthy work environment and encourages the active involvement and support of all employees. To achieve this end, the Company will:

- Establish responsibilities of all levels of management and hold them accountable for implementing programs and procedures.
- Ensure through proper support and training that all employees are aware of hazards and accept responsibility for working safely.
- Establish and maintain operating procedures and programs.

- Design, construct, continuously improve, and operate facilities in a manner which encourages the elimination of work related injuries and illnesses.
- Ensure that all operations conduct business in compliance with applicable safety and health laws and regulations.
- The Company will utilize the current Business Operating System and Safety Action Reports toward this end.

The Union will actively participate in and support all aspects of the health and safety program. In order to provide for their own health and safety, employees will conduct themselves in accordance with the Company's health and safety programs and policies.

29.1(a) There shall be and is hereby established a Plant Safety Committee composed of at least six (6) members, half of which shall be appointed by the Union and half of which shall be appointed by the Company, provided that one of the Union appointed members shall be a member of the Bargaining Committee and shall Co-Chair the committee with the designated Company representative. The responsibility for development of an agenda for the monthly meetings will be rotated between the Co-Chairs. The Company shall appoint its members to the Health and Safety Committee.

In the event that a health and safety issue cannot be resolved between the employee and the supervisor, the employee may file a Safety Action Report. Safety Action Reports will be entered into the current CAR/PAR system and forwarded to the Safety Committee for evaluation and resolution. The Safety Committee will issue Safety Work Orders as necessary to address these issues. On issues that require review of the Management Review Committee, the Safety Committee will forward these with the recommendations of the committee. The Company shall maintain the Safety Action Reports and status log on the current Business Operating system with full access to the Safety Committee Members. Actions taken by the Management Review Committee or the Safety Committee shall be copied to the Safety Committee and the party who originated the Safety Action Report. The Company shall give high priority to each Safety Action Report and will respond as soon as possible but no later than the next scheduled Health and Safety Committee meeting unless there is an imminent safety danger identified in which case, all Safety Committee Members will be notified as soon as possible. Such time frame may be extended by mutual agreement in writing, between the Director of Human Resources or his designee and the Union Health and

## Safety Representative.

29.1(b) The responsibilities of the committee will include but are not limited to:

1. Review of injury and illnesses to identify cause(s) and prevention. This will include review and analysis of OSHA 301 and 300 forms and medical visit data.
2. Review Safety Concern Activity Reports.
3. Participation during inspections conducted by the government or international Union representatives.
4. Conducting regular inspections at least once monthly or more as needed and of at least two (2) and one-half (1/2) hours. The Committee shall follow up on items identified in the inspection. However, the committee may develop mutually agreeable alternatives to the inspection process, or audit process.
5. Presenting problem areas and suggestions through the Company's current Business Operating System (Committee initiated Safety Action Reports).
6. Meeting with appropriate management representatives to review layout changes, machine modifications and new equipment and machinery to ensure that appropriate health and safety considerations have been addressed.
7. Developing and evaluating programs such as Fall Prevention, Noise Abatement, Ergonomics, Toxic Material Reduction, Preventive Safety Measures, Lockout, etc.
8. Recommend appropriate changes in the work environment and plant procedures to improve safety and health.
9. Take an active role in reviewing, recommending and presenting local safety education and information and employee job-related safety training, etc.
10. Reviewing new standards and regulations and recommending appropriate changes in the work environment and plant procedures.
11. Investigate employees concerns for issues such as but not limited to noise levels, air quality, and air flow.
12. Investigate opportunities to reduce exposures to harmful materials. To help achieve that goal, a survey of employees may be conducted to track and eliminate respiratory disease. Results of the survey may be used to develop a medical program for exposed workers.

13. The recommendations and reviews of this procedure shall be incorporated into the Company's current Business Operating System.

29.1(c) The Company will provide members of the committee upon request, information and data necessary to carry out their duties. This will include incident and accident reports.

Because health and safety issues often involve technical information and processes, the Company shall determine and, based on input from the Plant Safety Committee, make available to the committee relevant training to enable them to perform their duties effectively such as but not limited to:

- Launching and Building Effective Joint Health and Safety Committees
- Training in the standards that are relevant to our industry

To reduce cost and assure high quality training, the Company will consider training programs provided by the UAW as a preferred source when appropriate.

29.1(d) Minutes shall be kept of all meetings of the Plant Safety Committee and shall include summaries of the recommendations and reports in response to the recommendations. Copies of the minutes shall be distributed to the Union members, the Company members and a copy to the committee files; one copy of the minutes of all meetings of the Plant Safety Committee shall be posted on bulletin boards in the plant.

29.1(e) No employee shall suffer any loss of pay for emergency treatment of an industrial injury performed on the day of the injury, or first day of treatment, i.e., an employee's pay shall continue for the balance of the shift. Employee shall not suffer any loss of pay for necessary post-injury treatment, in or outside the plant, performed or approved by the Company doctor.

29.1(f) The establishment of the Plant Safety Committee is to help promote safety among the employees. A Union member of the Plant Safety Committee will be immediately notified if a serious accident occurs. A Union member of the committee shall be entitled to be present at an inspection or investigation of a serious incident. The Plant committee provided for in Article 7 of this Agreement does not relinquish any of its rights or duties.

29.2 For information purposes, a member of the Plant Safety Committee will be immediately notified if an employee refuses to perform a job assignment that he/she believes involves a situation of imminent danger to him/her.

29.3 The Plant Safety Committee will also consider seeking assistance through academic institutions and government agencies to investigate health concerns of workers.

### **ARTICLE 30 SKILLED TRADES**

30.1 Skilled trades classifications for the purpose of this Agreement shall mean Tool and Die, Electrician, Master Electrician, and Machine Repair.

30.2 Seniority in the skilled trades departments shall be by non-interchangeable classifications or trades within a department or group of departments.

30.3 Seniority of new journeymen in the skilled trades departments shall begin as of the date of entry into such department. Apprentices shall have seniority as provided for in that part of this Article.

30.4 Production workers will not carry seniority into the skilled trades classifications and skilled trades workers will not carry seniority into production departments.

30.5 The term "journeyman," as used in this Article, shall mean any person:

- (a) who presently holds a journeyman classification in the plant in the skilled trades occupations or has completed the apprenticeship program as outlined in this Article;
- (b) who has satisfactorily completed a bona-fide apprentice training program with similar standards to the UAW Apprentice Training Program or Standards of Apprenticeship established by the Secretary of Labor;
- (c) who has had eight (8) years of practical experience and can prove the same with proper affidavits prior to being employed.

The Company may consider the possession of a UAW or Department of Labor journeyman card as presumptive proof of qualifications under (b) and (c) above.

- (d) The Company shall furnish to the Union, two (2) weeks prior to hiring a new Journeyman, all paperwork needed to verify that such Journeyman has met the requirements in 30.5 (b) and (c), above.

30.6 Any further employment in the skilled trades occupations in this plant after signing of this Agreement shall be limited to journeymen and apprentices.

30.7 In case of a layoff in the skilled trades departments, the following order shall be followed:

- (a) Apprentices
- (b) Probationary Journeymen
- (c) Lowest seniority employee within the classification. Recall shall be made in the reverse order of layoffs.
- (d) Provided, however, employee(s) effected by the layoff in the Skilled Trades Department may utilize their production seniority for the purpose of returning to the production group for the duration of the layoff.

30.8 The following skilled trades classifications shall be established in the skilled trades departments Tool and Die Maker, Electrician, Master Electrician, and Machine Repair.

30.9(a) Apprentices in each classification will not be asked to work scheduled overtime until all journeymen in their classification have been scheduled to work first.

30.9(b) Apprentices will be allowed to work daily emergency overtime as required in their classification, provided the journeymen in the apprentices classification and shift have already been asked to work or are already working.

30.10 The apprenticeship standards of the apprenticeship program are considered as an inseparable part of this Agreement. The apprenticeship standards are in keeping with the standards of the International Union UAW and prevailing state or federal standards.

30.11 All sections of the bargaining Agreement presently in effect, which are not inconsistent with this Article, shall apply to the skilled workers and apprentices.

### **30.12 APPRENTICESHIP PROGRAM**

30.12(a) When journeymen are not available in those skilled trades, workers from other sections of the plant may apply for entry to such departments and be classified as apprentices.

Such apprentices shall be given on-the-job experience in the appropriate skilled trade to make them proficient in performing the duties of that skilled trade.

30.12(b) Apprentices shall be selected by the Company after plant posting on the basis of their overall qualifications in accordance with Articles 1.2 and 10.1 as follows:



1. Applicants who are interested in such a program should have the necessary aptitude, adequate education and/or experience and have acquired seniority in the plant.
2. Should no employees be interested and/or qualified then the Company may hire suitable qualified persons outside of the Company. New employees shall not be hired into this classification until an opportunity has been provided for all qualified employees, having adaptable skills as determined by the Company, to apply for entry into these classifications.
3. Accepted applicants shall have a probationary period of not less than three (3) months (500 hours) of OJL excluding layoff periods in order to determine if he wishes to remain in the Apprenticeship Program. If he does not continue, he shall return to his own classification, seniority permitting, without loss of seniority.

30.12(c) Apprentice Tool Allowance, see Appendix F on Standards of Apprenticeship.

30.12(d) Apprentices from other departments shall continue to accumulate seniority in production during the apprenticeship period in skilled trades.

30.12(e) Upon completion of the apprenticeship program such employee shall use for his skilled trades seniority his date of entry into the apprenticeship program for the purpose of layoff and recall.

30.12(f) All apprentices will be laid off before journeymen are laid off. Only in the event of a reduction of force in the skilled trades departments will apprentices be placed back to their former departments except during the apprenticeship probationary period.

30.12(g) The apprentices will exercise their seniority in their own apprenticeship classification in the event of reduction of force. The last individual who entered or hired into the classification shall be the first reduced or laid off as the case may be.

30.12(h) Apprentices shall work those shifts which would be most advantageous to their training.

30.12(i) The apprentices shall be required to sign an apprenticeship agreement consenting to its terms and conditions as follows:

1. Relinquish the right to accumulate seniority in his non-skilled job after completion of the apprenticeship period in the skilled trades department;
2. Relinquish the right to any permanent status in the skilled trades department other than apprentice seniority until completion of the apprenticeship period;
3. Upon completion of the apprenticeship period, agreeing to waive the production seniority for layoff and rehire purpose in skilled trades, retaining it only for fringe purposes such as pension, vacation pay, etc.;
4. Relinquish the right to exercise their seniority with respect to shift preference for the total period of their apprenticeship training;
5. Sign a Reimbursement Agreement acknowledging that they will:
  - (a) Reimburse the Company for all Apprentice Training Costs incurred to date if they voluntarily terminate their employment during the Apprenticeship Program.
  - (b) Reimburse the Company for Apprentice Training Costs on a prorated basis if they voluntarily terminate their employment within 30 months of completing the program.

## **ARTICLE 31**

### **GENERAL PROVISIONS**

31.1 Every employee not covered by the Memorandum of Understanding – Straight Eight Hour Shifts, shall receive five (5) minutes within which to wash up immediately preceding lunch. Employees shall receive a ten (10) minute break during the first part of their regular shift. Employees working on Residential Final Assembly lines shall receive an additional eight (8) minute break. An additional ten (10) minute break period will be given during the last half of shifts that work nine (9) hours or more. Employees shall not quit before the bell and shall return to work immediately with the bell.

31.2 Smoking shall be allowed only in those areas designated as “smoking areas”. Employees will be responsible for properly extinguishing cigars, cigarettes and tobacco after smoking.

31.3 Following complete agreement on a contract and wage supplement the Company shall have the total Agreement printed in agreed form and furnish sufficient copies to the Union and to each employee in the bargaining unit. The Bargaining Committee will proof read the original before the new labor Agreement is to be printed, by a Union printer.

31.4 The Company agrees to provide seven (7) bulletin boards, glass enclosed with lights and locks, in conspicuous places in the plant where notices may be posted by the Union under glass cover. All material, with the exception of notices of meetings, notices of elections, list of officers of the Union, results of elections and similar material, shall be approved by the Human Resources Director or his designee before being posted. Matters not requiring approval of the Company under this Article shall be posted only with the approval of the Union President or Recording Secretary.

31.5 The Company will make every reasonable effort, consistent with the production and maintenance needs of the plant, to refrain from subcontracting work normally performed in the Skilled Trades Department where there are Skilled Trades personnel laid off who are capable of doing the work.

The Company remains committed to utilizing its Journeymen and Apprentices whenever possible, to reduce the need to use outside contractors. To this end, the Company will work through the Joint Labor Management Committee to establish regular communication with the Union on its plans to use outside contractors prior to subcontracting of any such work. These notifications will provide an opportunity for the Union to establish that available skilled trades personnel are capable of competently and efficiently performing substantial work on a project not otherwise normally performed by them, regardless of whether any skilled trades personnel are laid off.

31.6 Employees excluded from the bargaining unit shall not perform any duties usually performed by employees covered by this Agreement except when training or instructing employees or in tryouts of experimental methods, materials or products.

31.7 First (1st) shift employees shall be paid before lunchtime on Friday of each week; second (2nd) shift employees shall be paid by the end of the work day of Thursday of each week; and third (3rd) shift employees shall be paid prior to the end of their shift on Friday of each week. Company agrees to attach AVO's to grievance settlement checks.

Effective January 1, 2021, employees will be paid via direct deposit or pay card.

31.8 If the plant is relocated for any reason whatsoever, the Company will offer preference in hiring to former employees of the Middleville Plant. Such employees' seniority rights, subject to Article 17, shall be transferred to the new location.

31.9 Profits from vending machines to be paid on the 15th of each month for the previous month. Commencing September 1, 2007, 75% of the profits from the vending machines to be paid to the Union; the Company to continue to select and contract with the vending machine company.

31.10 The Company and Union, in order to provide the crane operator the opportunity to work overtime and also recognizing the need for assurance that the crane will be operated in such a safe manner that it does not endanger the employees in the immediate area, agree that:

If common carrier steel trucks are being unloaded or waiting and required to be unloaded or there is a production requirement at the end of his shift, the crane operator will continue unloading steel until he has worked a total of twelve (12) hours and then he will punch out. The Company can temporarily transfer a qualified employee to continue unloading steel trucks. This paragraph may still be applied to require the operator to work over.

31.11 Any employee who becomes physically incapable of performing his regular work, may be assigned by the Company to any available job that is operating in the plant, without regard to any seniority provisions of this Agreement, except that such employee may not displace any other employee with greater seniority. Medical proof substantiating such conditions may be requested by the Company in form acceptable to the Company. The Company shall have the exclusive right to determine qualifications of the employee and the availability of such jobs.

## **ARTICLE 32**

### **DISCIPLINE**

32.1 It is agreed that any proposed discipline must be administered to the respondent employee within seven (7) working days following actual knowledge by the Company of the offense or violation unless:

- (i) there are unusual circumstances; or
- (ii) the respondent employee has been suspended pending investigation.

32.2 The Company shall adopt and change such reasonable regulations and rules of conduct as it may deem necessary and proper to the conduct of its business as are not in conflict with the provisions of this Agreement, with the understanding that the reasonableness of such rules and regulations is an arbitrable question. The enforcement of such rules of conduct and regulations shall be in a uniform and consistent manner.

32.3 Employees shall have the right to union representation at any meeting, interrogation, investigative interview or other meeting with a representative(s) of management when it may result in prejudice to his/her employment status. Prejudice of employment includes, but is not limited to discharge, disciplinary action and written or verbal reprimand/warnings that are recorded on the employee's record. The employer shall allow adequate time for the employee to discuss the situation privately with the union representative.

32.4 Any employee who is to be disciplined shall have his steward present at the time the discipline is administered, provided however, the Company is not obligated for "report-in" pay for those employees who must be allowed to enter the plant premises for the purpose of honoring this section. When disciplinary action is taken by the Company, it shall be administered in each instance to the employee or employees by no more than one member of management, but this does not limit the right of the Company to have other members of management present at such time or times. The Company agrees that disciplinary meetings shall not be held in the presence of hourly or salaried employees who are not involved in the matter being discussed.

32.5 In cases of discharge or suspension, the employee shall have a right to consult alone with his Union representative before leaving the plant, provided that such consultation shall be limited to forty-five (45) minutes.

32.6 In the case of a disciplinary suspension which is to be effective immediately, the date on which the suspension is inflicted shall be considered the first full day of the suspension.

32.7 Any discipline of a qualified employee for failure or inability to produce or perform shall be preceded by a separate meeting of the steward of the district, committeeman, chairman, supervisor of the department and superintendent for purposes of joint consultation regarding disqualification, provided that, upon request of the chairman, the employee may be present.

## **ARTICLE 33**

### ***DURATION OF THE AGREEMENT***

33.1 This Agreement shall remain in force until 11:59 p.m. on Monday, August 31, 2026, and thereafter for successive periods of sixty (60) days unless either party shall, on or before the 60th day prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, change, renegotiate, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change--or any combination thereof--shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal of the party proposing amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their proper officers the day and year first above written.

For Bradford White Corporation:

For the United Auto Workers:

---

Mark A. Taylor

---

Sara Price, Bargaining Chair  
U.A.W. Local 1002

---

Peter V. O'Brien

---

Daniel Snowden, President  
U.A.W. Local 1002

---

Peter A. Kattula

---

John Huizinga, Committee Person  
U.A.W. Local 1002

---

Michael Bynski

---

Todd Jones, Committee Person  
U.A.W. Local 1002

---

Michael Counterman

---

Ron Mennell, Committee Person  
U.A.W. Local 1002

---

Brian McClure

---

Gary Rosenberger, Committee Person  
U.A.W. Local 1002

---

Brian Bosak, International Representative

---

Steve Dawes, Director I-D  
International Union  
United Automobile Aerospace and Agricultural Implement  
Workers of America (U.A.W.)

## Exhibit V

NAMED HOLIDAY							2nd BASIC VACATION ASSIGNED HOLIDAY							2nd BASIC VACATION PERIOD							STARTUP						
2020							2021							2022							2023						
SUN	M	T	W	TH	F	SAT	SUN	M	T	W	TH	F	SAT	SUN	M	T	W	TH	F	SAT	SUN	M	T	W	TH	F	SAT
		1	2	3	4	5				1	2	3	4														
6	7	8	9	10	11	12	5	6	7	8	9	10	11														
13	14	15	16	17	18	19	12	13	14	15	16	17	18														
20	21	22	23	24	25	26	19	20	21	22	23	24	25														
27	28	29	30	31	1	2	26	27	28	29	30	31	1														
3	4	5	6	7	8	9	2	3	4	5	6	7	8														
10	11	12	13	14	15	16	9	10	11	12	13	14	15														
2024							2025							2026							2027						
SUN	M	T	W	TH	F	SAT	SUN	M	T	W	TH	F	SAT	SUN	M	T	W	TH	F	SAT	SUN	M	T	W	TH	F	SAT
				1	2	3																					
4	5	6	7	8	9	10	3	4	5	6	7	8	9														
11	12	13	14	15	16	17	10	11	12	13	14	15	16														
18	19	20	21	22	23	24	17	18	19	20	21	22	23														
25	26	27	28	29	30	31	24	25	26	27	28	29	30														
1	2	3	4	5	6	7	31	1	2	3	4	5	6														
8	9	10	11	12	13	14	7	8	9	10	11	12	13														

During the life of this collective bargaining agreement, **no work will be scheduled on December 25 or January 1.**

### Second Vacation period in 2022:

\*Section 23.5 will apply for work scheduled on 12/24/2022.

\*Section 23.5 will apply for work scheduled on 12/31/2022.

### Second Vacation period in 2023:

\*Section 23.5 will apply for work scheduled on 12/24/2023 & 12/31/2023, but double time will be paid for all hours worked on these days.



## ***TEMPORARY EMPLOYEES***

To provide vacation and absentee coverage during the high demand months (April 1st to September 15), it is agreed that temporary employees may be used. Further, these temporary openings shall not be posted, as per Article 14.

Such employees may become members of the Union per Article 5.

Such employees shall be considered qualified for any holiday, excluding temporary employee's birthday, falling within the above noted period, regardless of length of service, further, they shall receive all other economic benefits of the Agreement except group insurance, retirement, vacation, or seniority, and shall not work daily or weekly overtime unless seniority employees have been offered the overtime within the respective classifications, or the whole plant is scheduled to work.

The Union will be notified of any employee hired as a temporary employee. Temporary employees will be given a specific termination date at the time of their employment. This date shall be indicated on the personnel change sheet. When an employee reaches their termination date, it shall be considered a voluntary quit. No temporary employee hired under this MOU will be allowed to reach seniority status.

It is further agreed that sons and daughters of employees of the Company including members of the bargaining unit, and salaried employees, who are 18 years of age or older, shall be given preferential treatment in regards to hiring. The Company will not abuse this agreement and will not use temporary employees to avoid filling regular full-time openings.

This agreement shall be subject to review during the month of February of each year, upon the request of either party and shall be subject to cancellation by either party at this time.

Effective January 1<sup>st</sup>, 2015 this agreement will be used to provide coverage during high demand months of April 1<sup>st</sup> through December 31<sup>st</sup>.

## **BWC Scholars Program Memorandum of Understanding**

The Parties, through Article 15 of the Collective Bargaining Agreement, have developed the BWC Scholars Program to provide a means for Bradford White employees and their immediate family members to earn an Associates Degree through a combination of tuition reimburse and part-time work.

- A new, separate department will be created only for Work/Study Employees.
- Production and Skilled Trades employees will not carry seniority into Work/Study Department. Work/Study Employees will not carry their seniority into Production or Skilled Trades.
- Current seniority employees who successfully bid into the BWC Scholars Program and become Work/Study Employees will be given a leave of absence under Section 18.1 of the collective bargaining agreement.
- This program is not intended to take voluntary overtime away from seniority employees. Work/Study Employees will be placed after voluntary overtime procedures have been concluded.
- Reimburse up to \$175/contact hour for up to 15 contact hours per semester for a maximum of 2 years or 4 semesters. Classes must be part of the requirements for an accredited Associates Degree.
- Reimbursement will be provided for each class that a passing grade is achieved.
- Work/Study Employees must report to the Work/Study Coordinator and make themselves available to work Fridays and Saturdays during each school semester to continue to participate in this program and be eligible for tuition reimbursement.
- Work/Study Employees are encouraged to be available for work on Mondays if it does not interfere with their studies but, are limited to working no more than 30 hours per week.
- Work/Study Employees are not eligible for Healthcare benefits, Vacations, Holidays, Sick Leave or other Leaves of Absence, Bereavement Leave or Jury Duty. The following Articles do not apply to Work/Study Employees:

13 – Shift Preference; 14 – Job Vacancies; 16- Temporary Transfer; 24 – Wage Agreement; 25 – Cost of Living.

- Wage Progression
  - 1<sup>st</sup> Semester \$16.00
  - 2nd Semester and at least 225 hours worked \$16.25
  - 3rd Semester and at least 450 hours worked \$16.50
  - 4th Semester and at least 675 hours worked \$16.75
- BWC Scholars will be given priority to work under the current Temporary Employee MOU during summer breaks from school. Hours worked as a temporary employee will not be used to advance in the BWC Scholars wage progression.
- The BWC Scholars program will be designed to be a qualified educational assistance program under Section 127(b) of the federal tax code.
- Joint BWC Scholars Committee consisting of four members (2 appointed by the Company and 2 appointed by the Union) will be established to insure each employee in the program is under a Work/Study Agreement, review grade reports for tuition reimbursement, address scheduling or other Program related issues. Issues must 1<sup>st</sup> be submitted to this joint committee for resolution before a grievance can be filed.

**Memorandum of Understanding**  
**Earned Time Off Program**

**Effective January 1, 2021**

1. Employees can earn additional time off and/or cash based upon accrual of Personal Time Units (PTUs) above 10.
2. Special Time Off Units (STOUs): PTU balance of eleven (11) or above will be called Special Time Off Units (STOUs). One (1) STOU will be earned for each 200 consecutive hours worked without an event that would trigger the deduction of a PTU. STOUs are available to cash out at a conversion factor of 1-STOU = 4 hours at standard rate or, 8 hours (or one day for employees working 4-10 hour schedule) of unpaid scheduled time off. STOUs are not PTUs and cannot be used for unscheduled time off.
3. 10 STOUs is the maximum balance allowed.
4. An employee may use STOUs for up to a maximum of 5 unpaid scheduled days off in a calendar year.
5. Cash out available upon request within the first week of each calendar quarter.
  - Scheduled unpaid time off may only be used in 8-hour (1 day) increments.
  - STOUs can be used to schedule time off for all scheduled work-days, including weekends.
  - For 2021, earned time off calculations will be retroactive to May 1, 2020.

**MEMORANDUM OF UNDERSTANDING**  
**EMPLOYEE BONUS PLAN**

<p>A bonus of 1% annual earnings will be paid to each seniority employee. The bonus will be determined at the end of each calendar year. Bonus payments will be within 60 days following the calendar year, tentatively scheduled for February 2021, February 2022, February 2023, February 2024, February 2025. Bonus payments will only be made to active employees at the time of payout. Beginning with the February 2021 bonus payment, seniority employees may select to have the company contribute the full amount into their 401(k) account in lieu of standard bonus payment. Employees who want to select the 401(k) contribution must indicate their written intention to Human Resources not later than January 20<sup>th</sup> each contract year.</p>

**MEMORANDUM OF UNDERSTANDING  
LIFE INSURANCE**

**Life Insurance for active employees**

	<b><u>Amount Paid</u></b>
Effective through August 31, 2014	\$35,000
Effective September 1, 2014 through August 31, 2015	\$40,000
Effective September 1, 2015 through August 31, 2016	\$45,000
Effective after August 31, 2016	\$50,000

**Accidental Death & Dismemberment  
for active employees**

	<b><u>Amount Paid</u></b>
Effective through August 31, 2014	\$70,000
Effective September 1, 2014 through August 31, 2015	\$80,000
Effective September 1, 2015 through August 31, 2016	\$90,000
Effective after August 31, 2016	\$100,000

**Life Insurance for Retirees between ages 60-70**

	<b><u>Amount Paid</u></b>
Effective after August 31, 2014	\$5,000

## **Memorandum of Understanding Straight Eight Hour Shifts**

The following departments are designated as working Straight Eight Hour Shifts:

- North Tank Plant Departments - 311, 312, 314
- Central Warehouse Department 432
- Tank Inspection Department 436

Straight Eight Hour Shifts department schedules will be changed from shifts consisting of an 8 hour/day with a 30-minute **non-paid** lunch, to shifts consisting of an 8 hour/day with a 20-minute **paid** lunch.

Break times will be 10-minute paid break during the first part of their shift. Lunch breaks will be 20-minute **paid** break.

Management may designate or remove Departments to/from Straight Eight Hour Shifts based on business requirements.

### **Skilled Trades Addendum**

- (a) The Company will provide positive pressure masks for each Skilled Trades person.
- (b) The Company will make Electrical Code Books available on premises for Journeymen and Apprentice electricians to review.
- (c) The Company will pay for the electrical license renewal. When certification is about to expire, the employee will provide supervision with at least 30-day advanced notice to allow scheduling of test to minimize disruption of work.
- (d) An Apprentice will be required to take their certification test within twelve (12) months of the completion of the Electrical Apprenticeship Program. If the candidate does not pass the test, he/she will be allowed to re-take the test (at the Company's expense) within the next twelve (12) months. If the Employee fails again, he/she will have to pay for the test themselves. If they fail the 3<sup>rd</sup> time, they will return to the Production area in an open job within the facility.
- (e) Employees in the Skilled Trades Departments (412 & 413) shall not be required to work more than two 2 Sundays per month unless the Company provides the Bargaining Committee assembled, information in advance that an emergency exists that requires the whole department to work.
- (f) Upon request, the Company will provide the Union with a copy of the Master of Record documentation submitted to the State.
- (g) No less than two (2) Machine Repair apprentices shall always be enrolled in the Skilled Trades Apprentice Program during the life of this collective bargaining agreement.
- (h) There are currently two (2) electrical apprentices enrolled in the Skilled Trades Apprentice Program. The company agrees to add at least one additional electrical apprentice during the life of this collective bargaining agreement.
- (i) The Company will work through Joint Labor Management Committee to investigate the feasibility of monthly tool truck visits and payroll deduction for payment.

## ***MEMORANDUM OF UNDERSTANDING***

The Company commits that, on the termination of the relationship between the Company and contractor Mark S. Rau, known as “Mark the Plumber”, the Company will work with the Union to determine how the work which was performed by such contractor may be most efficiently and economically performed in the future.

Article 30

## ***MEMORANDUM OF UNDERSTANDING***

### **Memo of Understanding Article 8 – Arbitration & Expedited Arbitration**

- 1.) Select arbitrators for all arbitration hearings (both regular and expedited Arbitrations) from the following Panel of Five (5) Arbitrators per Section 8.2(f):
  - a.) Tom Barnes
  - b.) FMCS
  - c.) Mario Chiesa
  - d.) FMCS
  - e.) George Roumell
- 2.) Expedited Arbitration will be used for all grievances scheduled for arbitration involving: a) discipline of less than a suspension or b) the application of the Attendance Policy. Other grievances may be submitted to Expedited Arbitration with the written agreement of the Union and the Company.
- 3.) All other grievances will be arbitrated using the regular arbitration procedures outlined in Article 8. Arbitrators for these hearings will be assigned on a rotating basis from the above Panel of Arbitrators at the next regular Step 3 meeting following the submittal of the grievance for arbitration. The parties may mutually agree to name an Arbitrator to the FMCS slots on the above Panel and/or replace a named arbitrator on the panel.
- 4.) Guidelines for Expedited Arbitration
  - a.) Expedited Arbitration Hearings are designed to process eight to twelve grievances per hearing with minimum or no testimony, based upon agreement of the parties as to fact and evidence.
  - b.) In the event of disputed facts, no more than one witness per disputed fact may be presented per side to explain in narrative form their version of the facts.
  - c.) Presentation shall normally be made by one spokesman for each side.
  - d.) The President, Bargaining Chair and the Committee Person or Steward presenting the grievance will be present for the union. In the case of individual grievant, at the option of the Shop Committee, the grievant may be present. From the Company, the representatives shall be of its choosing.
  - e.) The parties intend that the time allotted to each grievance will be no more or less than necessary and appropriate, with a guideline of 20 minutes per



side on each grievance. There will be flexibility on time, depending on complexity of the case.

- f.) The Arbitrator will issue a short, concise, written Opinion postmarked no later than ten (10) calendar days from the end of the hearing. The Opinions and Awards of the Arbitrator shall be final and binding on the parties and have precedential effect. The Arbitrator shall have authority to either issue Opinions and Awards (which must be in accordance with the current collective bargaining contract) or engage in mediation at his/her choice on a given grievance.
- g.) The hearing on each grievance may include a verbal summary, following which the record will be closed on that grievance. Any grievance may be withdrawn by the moving party prior to the conclusion of the hearing.
- h.) There shall be no written briefs but written opening statements of less than one (1) full page may be handwritten and submitted to the Arbitrator.