

This Agreement is between KORTICK MANUFACTURING COMPANY, hereinafter referred to as "the Employer" and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as "the Union".

### **GENERAL PURPOSE OF AGREEMENT**

The general purpose of this Agreement is to set forth the hours of work, rates of pay, and conditions to be observed by the Employer and the Union; and to provide orderly and harmonious procedures between the Employer and the Union and to secure a prompt and fair disposition of grievances. It is the further purpose of the Agreement to prevent interruption of work and to promote the efficient operation of the business. The Union subscribes to the principle of a fair day's work for a fair day's pay, and the Employer subscribes to the principle of a fair day's pay for a fair day's work.

WITNESSETH: It is hereby mutually agreed to as follows:

### **ARTICLE I - UNION RECOGNITION AND WORK JURISDICTION**

#### **Section 1. Employees Covered**

This agreement shall cover, and the Employer recognizes the Union as the sole bargaining agent for, employees working within the trade claims of the Union as set forth in their constitution in effect on the effective date of this Agreement, and further for employees covered by National Labor Relations Board (N.L.R.B.) Case No. 20-RC-4491. Such employees are set forth below:

All Tool and Die Makers, Tool and Die Apprentices, Tool and Die Machinists, their Leadpersons and/or Working Forepersons employed by the Employer at the plant covered by this Agreement.

Any dispute concerning the intent or application of N.L.R.B. Certification in N.L.R.B. Case No. 20-RC-4491 shall be resolved solely through appropriate N.L.R.B. procedures.

#### **Section 2. Employees Not Covered**

All employees presently represented by Collective Bargaining Agreements with other unions, Clerical and Office Employees, Professional personnel, Office Janitors, Engineering personnel, Technical personnel, Forepersons, Supervisors, Watchpersons and Guards as defined in the National Labor Relations Act of 1947, as amended.

NOTE: Supervisors, Forepersons, Engineering personnel and Technical personnel, who do not use the tools of the trade except in a supervisory capacity are specifically excluded from coverage of this Agreement. It is not intended that the exclusion of Supervisors or Forepersons would apply to Leadpersons and/or Working Forepersons.

#### **Section 3. Union Retains Jurisdiction**

The Union and the Employer agree that during the life of this Agreement, they will not surrender jurisdiction over any of the employees covered by this Agreement to any other union.

### **ARTICLE II - UNION SECURITY**

#### **Section 1. Union Membership**

(a) Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Contract. For purpose of this Section, "employee" shall mean any person entering into the bargaining unit.

(b) Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the

period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.

(c) The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following the employee's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Employer and leaves of absence of more than one month duration.

#### Section 2. Hiring of Employees

(a) The employer shall notify the Union of all job openings within the bargaining unit covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Employer will not discriminate against any applicant referred by the Union.

The Employer will notify the Shop Steward and Union Office the same day a new employee is hired and notify the Union Office in writing within three (3) days of his/her name, address, social security number, classification and date of hire.

(b) In the application of Section 1. above, when the Employer is notified by the Union in writing that an employee has failed to make application and tender the Union initiation fee or reinstatement fee, or is not a member in good standing by failing to tender the Union dues, the Employer shall, within two (2) working days terminate such employee. Such employee shall not be re-employed by the Employer during the life of this Agreement unless the employee becomes a member in good standing in the Union as defined by law.

#### Section 3. No Discrimination

There shall be no discrimination against any member of the Union by the Employer and/or against any Employer signatory to this Agreement by the Union.

There shall be no discrimination against any employee or applicant for employment based on his/her race, color, creed, national origin, marital or veteran status, handicap, age, sexual orientation, religion, or sex.

The employer and the Union mutually reaffirm their continued compliance with the requirements, purpose and intent of applicable Executive Orders, Federal, State and other legislation pertaining to fair employment practices and non-discrimination in employment.

### **ARTICLE III - MANAGEMENT SECURITY**

#### Section 1. No Strike - No Lockout

(a) During the life of this Agreement the Union will not cause a strike or production stoppage of any kind, nor will any employee or employees take part in a strike, intentionally slow down in the rate of production, or in any manner cause interference with or stoppage of the Employer's work, provided the Employer follows the Grievance Procedure for which provision is made herein. Likewise, the Employer agrees that there shall be no lockouts during the life of this Agreement provided the Union follows the Grievance Procedure for which provision is made herein.

(b) It shall not be considered a violation of this Agreement if employees of the Company fail to report for work by reason of a legitimate, authorized picket line established by another union which has a collective bargaining agreement with the Company, or has received sanction from the Bay Cities Metal Trades Council, or the Central Labor Council having jurisdiction.

In exception to the above, unions signatory to this Agreement shall not observe a picket line placed for organizational purposes unless proof is submitted that the union placing the picket line represents a majority of people in the unit claimed.

#### Section 2. Employee Considered as Quit

In the event an employee or group of employees violates the provisions of this Article, he/she or they shall be deemed to have quit their employment. If such an employee or group of employees are re-employed by the Employer, any restoration of benefits shall be by mutual agreement with the Union.

## **ARTICLE IV - WAGES AND CLASSIFICATIONS**

### **Section 1. Wages**

Minimum wages for classifications of employees covered by this Agreement are set forth in Appendix A, which is a part of this Agreement. Premium wage rates over and above the minimum wage rates may or may not be paid by the Employer.

### **Section 2. Definition of Job Classifications**

Definitions for job classifications contained in the wage structure (Appendix A) are set forth in Appendix B, which is a part of this Agreement.

### **Section 3. New Work**

In the event the Employer introduces new machinery or equipment resulting in a new method or work process properly coming within the jurisdiction of the Union, which the Union believes has been improperly assigned, the Employer and the Union shall, upon written request, enter into negotiations as to the proper assignment of the work within the existing classifications covered by this Agreement. If no agreement is reached, the dispute shall be referred to Arbitration as provided in Step 4 of the Grievance Procedure. Pending final settlement, the new work shall continue to be performed in the classification established by the Employer.

### **Section 4. Deductions from Pay**

There shall be no deductions from employees' pay covered by this Agreement except as provided in this Agreement or as required and in the manner prescribed by law.

### **Section 5. Weekly Pay Periods**

Except where otherwise agreed to between the Company and the Union, wages shall be paid as follows:

Employees shall be paid weekly. There shall be no unreasonable delay in the payment of wages on payday.

When pay day falls on a recognized holiday, the day preceding the holiday shall be considered as payday.

In companies where payday is on Friday, employees on second or third shift shall be paid not later than the termination of their shift preceding the Friday day shift.

### **Section 6. No Reduction in Pay**

No person shall suffer a reduction in his/her hourly rate of pay because of the adoption of this Agreement.

## **ARTICLE V - JURY PAY/FUNERAL LEAVE**

### **Section 1. Jury Duty**

Where an employee is unable to report for work on his/her regular shift by reason of Jury service, he/she will upon furnishing written proof of such service, be paid the difference between the jury pay and the amount he/she would have been paid on his/her regular shift.

The following is the interpretation to be applied to the application of Jury Pay as set forth in this Article:

(a) Day shift employees called for Jury Duty or examination and excused by the court prior to 12:00 noon shall return to work for the balance of their day shift and shall be paid the difference between the jury pay or examination pay, if any, and their straight time pay lost.

(b) Night or swing shift employees called for Jury Duty or examination and excused by the court prior to noon shall report for their regular night shift or swing shift work and shall not be eligible for any jury pay under this Section.

(c) Night shift or swing shift employees (except as provided in paragraph (b) above) shall not be required to work on Jury Duty in the day time and work third shift or swing shift on the same calendar day, but shall receive the difference between their jury duty pay and their regular shift pay lost.

(d) Employees will present proof of service, including time served and amount of pay received.

(e) This Article shall not apply in any case where an employee voluntarily seeks Jury Duty.

Section 2. Funeral Leave

In the event of a death in the immediate family for an employee who has attained seniority, he/she will upon request, be granted a leave of three (3) calendar days. The employee on such leave will receive eight (8) hours base pay for those days. This provision does not apply if the employee is on leave of absence or layoff.

For the purpose of this provision, the immediate family shall be restricted to the employee's mother, father, brother, sister, grandparents, spouse, spouse's mother or father, and children.

**ARTICLE VI – APPRENTICES**

Section 1. Acceptance of Standards

The Joint Apprenticeship Committee shall govern all Tool and Die Apprentices.

Section 2. Pay for Apprentices

Apprentices shall be paid not less than the following percentages of the Journeymen Tool and Die Makers' wage rates -

|                         |                                     |
|-------------------------|-------------------------------------|
| 1st six months .....40% | 7th six months.....70%              |
| 2nd six months .....45% | 8th six months.....75%              |
| 3rd six months .....50% | 9th six months.....80%              |
| 4th six months .....55% | 10th six months .....85%            |
| 5th six months .....60% | 11 <sup>th</sup> six months.....90% |
| 6th six months .....65% | 12 <sup>th</sup> six months.....95% |
|                         | Thereafter - Journeyman Rate        |

Section 3. Ratio and Rules

There may be one (1) Apprentice for every three (3) Journeyman Tool and Die Makers and additional apprentices shall be allowed upon application for approval from the Joint Apprenticeship Committee, provided, however, that the total ratio shall not exceed one (1) Apprentice for each one (1) Journeyman Tool and Die Maker.

In exception to the above, the employer shall not commence the training of an Apprentice as required above while there are Journeyman Tool and Die Makers on layoff and subject to recall to their plant.

Section 4. Seniority for Apprentices

When an Apprentice has completed his/her formal training program, the Employer reserves the right to terminate the Apprentice or retain him/her as a Journeyman. The Employer will notify the Apprentice two (2) calendar weeks prior to the actual date of termination. If the Employer elects to retain the employee as a Journeyman, such employee shall carry the seniority acquired as an Apprentice to his/her Journeyman classification.

If an apprentice is terminated and rehired within one (1) year, he/she will be given full seniority credit for his/her time worked as an apprentice at that company.

Section 5. Apprentices Not Subject to Layoff

In the event a layoff is necessitated due to lack of work Apprentices will not be subject to such layoff.

Section 6. Pre-Apprentice Helper Program

Under this program Joint Apprenticeship Committee approved Pre-apprenticeship Helpers may be hired by the Company and placed into work-experience assignment which will prepare the helper for successful entry into the Apprenticeship Program. The Pre-apprentice Helper will be expected to attend night school in related subjects at least two (2) nights a week for the duration of his/her training. The Joint Apprenticeship Committee for credit will evaluate such training at the time of entry into the Apprenticeship Program. The training time will consist of two (2) six (6) month training periods and during such training periods the Pre-apprenticeship Helper will accumulate no seniority and may be dropped from the Pre-apprenticeship Helper Program at any time during the training periods. Waiver of a portion of the training period will be permitted at any time.

Except for seniority rights, Helpers will receive other contractual benefits such as insurance coverage, vacation accumulation, and holidays. Pension contributions shall be in accordance with the provisions of Article XVI, Pension Program.

The Company will submit to the JAC the progress reports of the Pre-apprenticeship Helpers at the completion of the 1st and 2nd six (6) month training periods.

Upon successful completion of the Pre-apprenticeship Helper training program successful candidates may be recommended to the JAC for acceptance into the Apprenticeship Program.

Pre-apprenticeship Helpers' pay scale will commence at forty percent (40%) of the Journeyman Tool and Die Maker rate with additional ten percent (10%) increases at the end of each of the two (2) six (6) month training periods.

If a Pre-apprentice Helper is not placed into the apprenticeship program at the end of his/her work-experience assignment, he/she may be continued as a Tool Room Helper at sixty percent (60%) of the Die Maker Rate.

## **ARTICLE VII - HOURS AND SHIFTS**

### **Section 1. Standard Straight Time Hours of Work**

(a) Except as provided in Section 5, Call-In Pay, this Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

(b) Except as provided in Section 2, eight (8) hours continuous employment, exclusive of a lunch period between the hours of 8:00 A.M. and 5:00 P.M. shall constitute a day's work; forty (40) hours between 8:00A.M. Monday to 5:00 P.M. Friday shall constitute a week's work.

The number of employees who can start prior to the regularly established shift time shall be negotiated with the Union.

(c) Regular shift starting time and regular work week may be changed by the Employer provided the Union is given forty-eight (48) hours advance notice of such change.

### **Section 2. Shifts and Shift Differentials**

(a) First or regular day shift - A consecutive eight (8) hour period, between the hours of 8:00 A.M. and 5:00 P.M., exclusive of a thirty (30) minute lunch period on the employee's time.

(b) Where two shifts are worked - The second shift shall start not later than thirty (30) minutes after the first shift terminates and shall consist of eight (8) consecutive hours of work, exclusive of a thirty (30) minute lunch period on the employee's time.

(c) Where three shifts are worked - The first shift shall consist of eight (8) consecutive hours of work between the hours of 8:00 A.M. and 5:00 P.M., exclusive of a thirty (30) minute lunch period on the employee's time. The second shift shall start immediately following the termination of the first shift and shall consist of eight (8) consecutive hours of work exclusive of a thirty (30) minute lunch period on the employee's time. The third shift shall start immediately following the termination of the second shift and work until the scheduled start of the first shift with a thirty (30) minute lunch period on the Employer's time.

(d) Employees assigned to a second shift operation shall be paid the second shift hourly rate for the time worked. (See Appendix A)

Employees assigned to a third shift operation shall be paid the third shift hourly rate for the time worked. (See Appendix A)

Employees on third shift shall receive eight (8) hours pay provided they work a full shift.

### **Section 3. Transfer to Another Shift**

(a) Employees transferred from one shift to another shall be given twenty-four (24) hours notice or shall be paid overtime for the first shift so worked. Change of shift shall not result in any loss of time to an employee, and when the employee is transferred from one shift to another with the requisite twenty-four (24) hours notice and where the transfer is for more than one shift, no overtime pay shall be required. When an employee is transferred from one shift to another, for one shift only, he/she shall be compensated at overtime rate. In all cases of transfer, the employee affected shall have a minimum rest period of seven (7) hours between shifts.

(b) Shop Stewards or Acting Shop Stewards shall not be transferred from the shift to which they are assigned while work they are capable of performing is available.

#### Section 4. Overtime

All work performed by employees covered by this Agreement outside of the standard straight time hours of work and shifts as set forth in Section 1 and 2 of this Article shall be paid for at time and one-half (1½) for the 9<sup>th</sup> and 10<sup>th</sup> hours worked, Monday through Friday, and the first eight (8) hours worked on Saturday. In the event of a shortened work week, work performed on an extra day will be paid for at one and one half (1 ½) times the straight time hourly rate. All other overtime shall be at double time.

(a) When overtime is necessary, it is agreed that over a period of time, the company will distribute this overtime in a fair and equitable manner by work group and by shift.

(b) Employees refusing such overtime opportunity, or absent on such day, will be credited the overtime offered to them for the purpose of equalizing overtime distribution only.

(c) The Union recognizes that a certain amount of overtime is required in the Employer's operations due to production needs and customer demands. The Employer recognizes the right of individual employees to accept or refuse overtime work. It is agreed however, that the concerted refusal of a group of employees to work overtime would be a violation of Article III.

(d) New employees shall not receive overtime work credit for purposes of equalization until completion of their probationary period and then they shall be given an overtime worked credit equal to that of the highest credited employee of the work group on this shift.

(e) The Employer shall make available, upon request by the Shop Steward, records of overtime hours worked in the previous month.

#### Section 5. Call-in and Call-back Pay

(a) Any employee called and/or reporting for work at the beginning of his/her regular shift shall receive either four (4) hours of work or four (4) hours pay at the applicable rate, provided he/she does not leave sooner of his/her own accord. Any employee who works more than four (4) hours on his/her regular shift shall receive either work or pay at the applicable rate for the balance of such shift, provided he/she does not leave sooner of his/her own accord.

(b) On Saturdays, Sundays and Holidays, any employee called and reporting for work shall receive not less than four (4) hours of work or four (4) hours of pay at the applicable rate, provided he/she does not leave sooner of his/her own accord. If such employee works more than four (4) hours on such shift, he/she shall be paid for the actual hours worked by him/her in excess of four (4) hours at the applicable rate.

(c) The above provisions for call-in pay shall not apply when work is not available by reason of acts of God, fire, flood, or any cause beyond the control of the Employer.

(d) An employee shall be deemed as requested to report on his/her regular shift unless notified by an authorized Employer Representative to the contrary at the close of the previous day's work, or by actual notice not later than twelve (12) hours before the beginning of his/her next regular shift. In the event an employee has been absent for any reason, this section shall not apply unless he/she has first contacted his/her supervisor and is notified when to report for work.

(e) An employee who has left the Employer's premises and is called back to work by the Employer after the termination of his/her regular shift shall receive not less than four (4) hours work or four (4) hours pay at the overtime rate.

(f) An employee shall not be required to stand by for a call back to work after the termination of his/her regular shift.

#### Section 6. Travel Time

All time taken up in traveling to and from outside work, not to exceed eight (8) hours per day, computed from 8:00 A.M. to 8:00 A.M., shall be paid for at straight time, plus actual and necessary expenses until destination is reached and the employees have returned to their places of regular employment. If employees are required to travel on overtime days, they shall be paid travel time at overtime rates. First class transportation shall be provided or allowed. In the case of air travel, custom coach shall be considered first class transportation and shall

be provided whenever it is available. Otherwise regularly scheduled air coach may be used. The Employer shall provide air travel accident insurance.

In no event shall an employee be paid under this provision less than the amount required by the applicable provisions or interpretations of the Fair Labor Standards Act as amended.

### **ARTICLE VIII - HOLIDAYS**

#### **Section 1. Recognized Holidays**

There shall be ten (10) paid holidays in each contract year (June 1, 1999 - May 31, 2002).

|         |  |
|---------|--|
| 1999/00 | For Independence Day, July 5 <sup>th</sup> ; Labor Day, September 6 <sup>th</sup> ; Thanksgiving Day, November 25 <sup>th</sup> ; the Friday after Thanksgiving Day, November 26 <sup>th</sup> ; Christmas Eve, December 23 <sup>rd</sup> ; Christmas Day, December 24 <sup>th</sup> ; Fixed Floating Holiday, December 30 <sup>th</sup> ; New Year's Day, December 31 <sup>st</sup> ; President's Day, February 21 <sup>st</sup> ; Memorial Day, May 29 <sup>th</sup> .       |
| 2000/01 | For Independence Day, July 3 <sup>rd</sup> ; Labor Day, September 4 <sup>th</sup> ; Thanksgiving Day, November 23 <sup>rd</sup> ; the Friday after Thanksgiving, November 24 <sup>th</sup> ; For Christmas Eve, December 22 <sup>nd</sup> ; For Christmas Day, December 25 <sup>th</sup> ; Fixed Floating Holiday, December 29 <sup>th</sup> ; For New Year's Day, January 1 <sup>st</sup> ; President's Day, February 19 <sup>th</sup> ; Memorial Day, May 28 <sup>th</sup> . |
| 2001/02 | Independence Day, July 4 <sup>th</sup> ; Labor Day, September 3 <sup>rd</sup> ; Thanksgiving Day, November 22 <sup>nd</sup> ; the Friday after Thanksgiving, November 23 <sup>rd</sup> ; For Christmas Eve, December 24 <sup>th</sup> ; For Christmas Day, December 25 <sup>th</sup> ; Fixed Floating Holiday, December 31 <sup>st</sup> ; For New Year's Day, January 1 <sup>st</sup> ; President's Day, February 18 <sup>th</sup> ; Memorial Day, May 27 <sup>th</sup> .     |

Holidays may be rearranged by mutual agreement between the Company and a majority vote of their employees.

#### **Section 2. Qualifying Conditions**

(a) The employee has been in the employ of the Employer for twenty-one (21) days worked preceding the day on which the holiday is observed.

(b) The employee worked the regularly scheduled workday prior to and the regularly scheduled workday following the holiday. If the employee worked some time during the two (2) calendar weeks preceding the week in which the holiday occurred, he/she will receive pay notwithstanding absence on the work day prior to or the work day following, where such absence was due to -

1. Industrial accident;
2. Bona fide illness covered by a doctor's certificate;
3. A temporary layoff which extends ten (10) working days or less after the day on which the holiday occurred;
4. Absence approved by the Employer.

#### **Section 3. Holiday on Saturday and Sunday**

If a holiday set forth above falls on Saturday, the preceding Friday shall be observed as the holiday; if a holiday set forth above falls on a Sunday and is observed by the Nation on the Monday following, said holiday will be paid for under the conditions contained in this Article.

#### **Section 4. Holidays during Vacations**

When one of the paid holidays occurs within an employee's vacation period, he/she shall be required to take an additional day's vacation and he/she shall receive holiday pay as provided in this Section, in addition to his/her vacation pay, provided he/she works the last scheduled work day prior to and the regularly scheduled work day following his/her vacation period. The exceptions in Section 2(b) above, shall also apply to this Section.

#### **Section 5. Pay for Work on a Holiday**

Employees who qualify for holiday pay in accordance with Section 2 above shall receive double time in addition to the holiday pay for work performed on any of the recognized holidays.

#### **Section 6. The Day before New Year's**

The following shall apply only to the day preceding New Year's Day:

When more than one (1) shift is regularly scheduled, the shift hours may be rearranged to permit second and third shift employees to celebrate New Year's Eve. Such rearrangements shall not constitute a transfer of shift.

**ARTICLE IX - VACATIONS**

**Section 1. Qualifying Period**

The Employer shall adhere to the principle of paid vacations each year as follows -

Employees who have completed twenty-one (21) days worked with the Employer as of April 30th shall be granted vacation in the period from June 15th to April 30th the following year provided, however, that where production problems necessitate shutting down the entire plant or part thereof at one time, the vacation period for such plant shut down shall be limited to school vacation period.

**Section 2. Length of Vacation and Vacation Pay**

The length of vacation and the corresponding amount of vacation pay for each employee shall be determined as follows:

- (a) Total all hours worked during the preceding year ending April 30th including the following -
  - 1. Employees who work a full shift on third shift shall be credited with eight (8) hours worked in computing vacation hours. Where they work less than a full shift, they shall be credited only with hours worked.
  - 2. Vacation time paid for, holidays paid for and jury time paid for shall be computed as time worked.
  - 3. Where either S.D.I. or Industrial Compensation payments are made for working days lost due to Sickness, Non-Industrial Accident or Industrial Accident, such days lost shall be considered as days worked for purposes of computing length of Vacation and Vacation Pay up to the following amounts: Sickness or Non-Industrial Accident, 65 working days, (520) hours; Industrial Accident, 130 working days, (1040 hours). The employee must provide the required information to the Employer on or before May 15th of the vacation year in order to receive vacation credit for the time accumulated under the provisions of this paragraph.

The Employer shall have available for the employee, the proper forms for filing the required information sixty (60) days prior to May 15th. Where the employee is unable to file due to disability, he/she shall have the opportunity to file after his/her return to work.

- (b) The percentage figures for computing vacations from the employee's length of service is as follows:

|  |    |
|--|----|
| Less than one (1) year.....                          | 2% |
| One (1) year but less than eight (8) years.....      | 4% |
| Eight (8) years but less than twenty (20) years..... | 6% |
| Twenty (20) years and over.....                      | 8% |

- (c) Determine vacation hours by multiplying proper vacation percentage figure, obtained in Paragraph (b) above, by the total hours worked as figured in Paragraph (a) above.

- (d) Determine number of vacation days off by dividing eight (8) into hours earned as figured in Paragraph (c) above. When an employee's credit for vacation time off results in a fractional day of four hours or less, the employee shall be paid vacation pay in lieu of time off. When the fractional day is over four (4) hours, the employee shall be required to take the day off. Should the length of vacation corresponding with the amount of vacation pay be computed to a fraction of a week, upon prior arrangements with the Employer, the employee shall have the option of rounding out his/her time off to an even number of weeks. Such additional time off shall be at the employee's own expense.

- (e) As of April 30th each year determine vacation pay by multiplying vacation hours earned, as determined in paragraph (c) above by the shift rate of pay in effect at the time they take their vacations. From any vacation payment, there must be deducted State or Federal Taxes as required by law.

- (f) Employees temporarily assigned to another shift (a temporary assignment is defined as thirty (30) working days or less) shall receive vacation pay computed at their normal shift rate of pay.



Section 4. Scheduling of Vacations

Where it does not interfere with the efficient operation of the Employer's business, the Employer will cooperate with the individual preference of senior employees in scheduling vacations.

When production problems necessitate shutting down the entire plant or part thereof at one time, the Employer, where practical will provide work for employees who desire to work and who have not earned a full vacation. The Employer shall notify the employees as far in advance as possible, but in no event less than ninety (90) days prior to said closing.

Section 5. Vacation Pay as Severance Pay

(a) Except as provided below, each employee upon termination shall receive any vacation earned but not received since date of hire including pay based on hours worked after April 30th. Any Employee who quits or is discharged and who has not thirty (30) days worked with the Employer shall not be entitled to vacation pay.

(b) In the case of layoff, where the number of days for severance pay due an Employee would extend to or through any of the paid holidays set forth in Article VIII, such paid holiday shall be added to the pay due the Employee laid off. The provisions of this paragraph shall not apply in any case of voluntary quit or discharge, or in any case where an Employee who is off the payroll by reason of sickness, injury or leave of absence requests payment of vacation pay.

Section 6. Employees' Vacation Option

Employees with two (2) years seniority or more who have a scheduled vacation period agreed to by the Employer who become subject to layoff prior to said vacation period may take the option of taking their earned vacation pay at the time of layoff or leaving it with the company to be paid to them at the time of their scheduled vacations.

In all other cases, employees shall be paid all earned vacation at the time of layoff.

**ARTICLE X - SENIORITY**

Section 1. Seniority Rules

(a) In the absence of written seniority rules agreed to by the Company and the Union, the following provisions shall apply:

(b) The first sixty-three (63) days worked for each new employee shall be a trial period. The employment of any employee may be terminated as not qualified at any time during the trial period without being subject to the grievance procedure. Seniority for each employee will start after he/she has completed his/her trial period and will date back to the beginning of his/her current employment.

(c) An employee's seniority is defined as his/her length of continuous service with the Employer in the classifications provided for in this Agreement. It shall be applied as follows:

1. In the event that work becomes slack and the Employer deems it necessary to reduce the working force in any of the classifications, the employee with the least seniority in the classification shall be the first employee laid off. It is provided, however, that if such employee has worked with the Employer in another classification, he/she may, at his/her option, in lieu of layoff, exercise his/her total seniority in said lower classification for the purpose of bumping the employee with the least seniority in the lower classification.

In rehiring and recalling the reverse of the above procedure ..... shall be used.

2. For the purposes of layoff and recall only, Shop Stewards or acting Shop Stewards shall have top seniority while acting in the capacity of Shop Stewards.
3. Employees who exercise their option to bump an employee in another classification because of seniority, must be willing, competent, and qualified to perform the work remaining to be done in the classification and willing to take the rate of pay of the classification to which they are assigned.
4. Employees retained or rehired because of seniority must be willing, competent, and qualified to perform the work remaining to be done.

5. All Journeymen Tool and Die Makers must be willing, competent, and qualified to do all work required of a Journeyman.

#### Section 2. Loss of Seniority

Continuous service shall be broken and recall rights forfeited by:

- (a) Failure to report for work within five (5) calendar days (or other agreed time in specific instances) after the date of notification of recall sent to the last address supplied by the employee to the office designated by the Employer. (Copy of recall notice to be sent to the Union).
- (b) Absence from work for a period equal to an employee's length of continuous service with an Employer up to a maximum of six (6) consecutive months. For employees hired prior to June 1st, 1986, this maximum remains at twelve (12) consecutive months.
- (c) Voluntary quit.
- (d) Discharge for cause.
- (e) Failure to report for work for a period of three (3) working days without giving a satisfactory explanation.

#### Section 3. Notice of Layoff

- (a) The Union and the Shop Steward will be notified two (2) days prior to any layoff except where conditions beyond the control of the Company makes it impossible to give such notice, but in no event less than one (1) day prior to any layoff.
- (b) On the date that employees are laid off or terminated, the Union shall be notified in writing of the names and classifications of all employees laid off or terminated and the date such layoff or termination occurred.

#### Section 4. Leaves of Absence

- (a) In cases of established emergency, such as death in the immediate family, the Employer will grant a leave of absence for a reasonable period of time.
- (b) In all cases where leaves of absence are granted by the Employer to employees covered by this Agreement, the Union shall be notified in writing of the name of the employee, the effective date and the termination date of the leave of absence. In the event a leave of absence is extended, such extension shall be made in writing to the employee with a copy to the Union. Any employee who does not return or overstays a leave of absence will be considered to have quit his/her employment and if rehired shall be considered as a new employee.
- (c) Provided it will not interfere with the efficient operation of the plant, the Employer, upon written request of the Union, will grant a leave of absence to an employee for official Union business, such leave not to exceed six (6) months.
- (d) The Company and the Union may negotiate a special leave of absence policy for employees where a plant shut down occurs during the vacation period.

Section 5. Information Furnished the Union - Within ninety (90) days subsequent to the signing of this Agreement, the Employer shall furnish the Union with a seniority list covering all employees within the bargaining unit listing their names, classifications and status. (Active, Leave of Absence, Layoff, etc.)

When the Union requests the Employer in writing, then he/she shall furnish a revised, up to date seniority list. Such request shall not be made more often than once in any calendar year.

Section 6. Promotions Outside the Bargaining Unit - Except in the case of an employee who becomes a member of another union within the plant, any employee transferred or promoted to a position in the plant which is outside the bargaining unit, shall be credited, for seniority purposes, with seniority at the time of his/her promotion out of the bargaining unit, such credit to remain in effect for a period not to exceed two (2) years. However, the employee shall not accrue seniority credit while outside the bargaining unit.

## **ARTICLE XI - UNION REPRESENTATION**

### **Section 1. Union Representation**

(a) **Stewards Provided For** - For the purpose of representation within a plant, the Union shall be entitled to a reasonable and adequate number of Stewards, who shall restrict their activities to the handling of grievances or other activities directly related to the interpretation or application of this Agreement, and in this connection shall be allowed a reasonable amount of time for this purpose.

(b) **Business Representative to Act for Steward** - Where for any reason a plant does not have a Steward, Union members may be represented by a Business Representative of the Union who may process a grievance in place of the Steward. The Union will make every reasonable effort to maintain an active Steward with credentials and authority to act as such.

(c) **Access to Establishment** - Business Representatives of the Union, for performance of official Union duties, upon application to the offices of the Employer, shall be permitted to enter the premises of the Employer at any time during working hours. The Business Representatives shall not unreasonably interfere with the normal work duties of employees or the operation of the plant.

(d) **Union May Use Bulletin Board** - The Union shall have the privilege of suitable space on bulletin boards, for posting notices of official Union business, provided that copies of such notices are delivered to the Employer prior to posting.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

### **Section 1. Grievance Defined**

(a) A grievance is defined as a condition that exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute by an employee or employees, the Steward or Stewards for the Union concerning rates of pay, hours or working conditions set forth herein, or the interpretation or application of this Agreement. All grievances shall be processed in accordance with the following procedure.

### **Section 2. Grievance Procedure**

**Step 1 - Oral Procedure** - No matter shall be considered a grievance until it is first taken up orally by the employee and/or the Shop Steward with the immediate foreperson or supervisor who will attempt to settle the matter. If the alleged grievance is not settled, it shall be reduced to writing and processed directly into Step 2 at which time it is considered an official grievance and subject to the time limits set forth herein.

**Step 2 - Steward and Foreperson** - (Written Grievance) The Shop Steward shall take up the grievance with the immediate foreperson or supervisor who will attempt to adjust the grievance and the Company will render a decision in writing within two (2) working days from the time of its presentation to him. When an unsatisfactory answer is received the grievance may be referred to Step 3 in writing. If the grievance is unanswered at the expiration of two (2) working days, the grievance will automatically be referred to Step 3.

**Step 3 - Business Representative and Management** - The Business Representative or authorized Union Representative (not a Shop Steward) and a representative of the California Metal Trades Association or other authorized representative of the Employer shall meet with the Employer or the Company's representative authorized to handle such matters, within five (5) working days. The Company or the Union shall render an answer in writing within five (5) working days after such meeting. When an unsatisfactory answer is received, the grievance may be referred directly to Arbitration, Step 4. The decision for Arbitration must be made in writing within five (5) working days.

**Step 4 - Arbitration** - (a) **Organization of Arbitration Committee** - Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, one member representing the Employer and one member representing the Union shall be named to the Arbitration Committee. They shall meet within three (3) working days to choose an Impartial Chairperson of the Arbitration Committee and to arrange for the time and place of arbitration to take place within the following seven (7) working day period.

(b) **Selecting an Impartial Chairperson** - In the event that agreement cannot be reached on an Impartial Chairperson within the three (3) working day time limit set forth in paragraph (a) above, the Federal Mediation and Conciliation Service (FMCS) shall be requested to submit a panel of five (5) established arbitrators from the States of Washington, Oregon and California. Both the Employer and the Union shall have the right to strike two (2) names from the panel submitted by the Federal Mediation and Conciliation Service (FMCS). The remaining name on the panel shall automatically become Impartial Chairperson of the Arbitration Committee. The

selection of the Impartial Chairperson shall be made within six (6) days after the Employer and the Union members of the Arbitration Committee cannot reach agreement on an Impartial Chairperson. The selection of an Impartial Chairperson so made will be equally effective as if made directly by the parties hereto.

(c) Decision is Binding - The decision of the majority or the Arbitration Committee shall be final and binding on the Employer and the Union, such decision shall be within the scope and terms of this Agreement but shall not add to, subtract from, alter or change the scope and terms. The decision shall be rendered in writing within ten (10) days from the time of presentation to the Arbitration Committee and shall specify the effective date of the decision.

### Section 3. General Rules

(a) The expenses authorized and incurred by the Arbitration Committee shall be borne equally by the parties.

(b) Time limits may be extended by mutual agreement.

(c) In the event the Union, as such, has a grievance, the grievance shall be processed directly into Step 3.

(d) Any Grievance shall be considered settled unless it is referred in writing to the next succeeding step within five (5) working days from the date a written decision is given on the grievance.

(e) Grievances regarding alleged improper discharge or layoff must be filed within three (3) working days after such discharge or layoff. Other grievances shall be without effect and void unless presented in writing to the lowest applicable step within fifteen (15) days from the date of occurrence or within fifteen (15) days from the date the employee, employees or the Union first acquire, or by ordinary observation, should have acquired, knowledge of the fact or facts upon which the grievance is based. Retroactive pay shall be limited to a maximum of thirty (30) working days except in cases of willful violation of contract. In such cases the Arbitrator may waive the thirty (30) working day limitation on retroactivity.

## **ARTICLE XIII - WORKING CONDITIONS**

Section 1. Industrial Accidents - When an employee is injured so seriously as to require that he/she be excused from work by an authorized representative of management, he/she shall be paid for the balance of the shift on which the industrial injury occurred.

When, after the employee returns to work, there is a bona fide recurrence of the injury on the job and an authorized representative of management, acting on the recommendation of a doctor, excuses the employee from work, he/she shall be paid for the balance of the shift.

Employees who are working after having a compensable injury or illness who are required to take time off during a regular working day to receive medical treatment for such compensable injury or illness shall be paid their regular hourly rate of pay for such time off.

Section 2. Safety Rules - In the interest of maintaining high standards of safety, and to minimize industrial accidents and illness, the following is agreed:

(a) The Employer will comply with all State and Federal safety and sanitary laws. Suitable washrooms with soap and towels shall be maintained and kept in clean and sanitary condition.

(b) Adequate safety devices shall be provided by the Employer and when such devices are furnished, it shall be mandatory for employees to use them.

(c) No employee shall be permitted to work alone in the shop or in any isolated spots in any shop, which are beyond the call or observation of other persons.

(d) Where an Employer has a safety program and requires an employee to wear safety glasses, the Employer shall provide standard safety frames and non-prescription lenses and it is mandatory that the employee wear them provided that the condition of his/her eyes is such that he/she does not require prescription glasses.

Where an employee requires prescription glasses, he/she shall provide the prescription and the Employer will pay one half of the cost of standard safety frames and the safety lenses ground to his/her prescription. The full cost of replacement of frames and lenses due to work accidents shall be borne by the Employer.

- (e) Adequate heat and ventilation shall be provided where practical.
- (f) Any Employer requiring employees to perform welding shall furnish colored glasses for welders' hoods and goggles.
- (g) No employee shall be discharged or disciplined for refusing to work on a job if his/her refusal is based upon the claim that said job is not safe or might unduly endanger his/her health until it has been made safe and will not unduly endanger his/her health.

Section 3. Physical Examinations

- (a) In the interest of safety and to protect the health of the employees, the Employer may require prospective employees to submit to a medical examination at the Employer's expense.
- (b) At any time following the hiring of an employee, the Employer may require the employee to take a physical examination. The intention here is to avoid having employees on jobs which might jeopardize their health or the safety and health of others.

Should the medical examination disclose such conditions, the Employer will make every effort to assign the employee to other work in his/her classification and within his/her capability. When such other work is not available, the employee may be removed from the payroll and the case taken up with the Business Representative of the Union. If no agreement is reached within five (5) working days the Union may refer the matter to the Grievance Procedure.

When available to the Employer, a copy of the medical report will immediately be furnished to the employee.

The Employer shall pay cost of medical examination.

Section 4. No Age Limit

In hiring, there shall be no age limit except as provided by law.

**ARTICLE XIV - MISCELLANEOUS SUBJECTS**

Section 1. Assignability -

- (a) Before any sale, assignment, or other change in name of ownership is made by an Employer party to this Agreement, the Union and the California Metal Trades Association shall be notified in writing of the contemplated sale, assignment or change at the time of filing of the NOTICE OF INTENT TO SELL. The new ownership shall be fully informed as to all terms and conditions of this Agreement.
- (b) The California Metal Trades Association will do everything in its power to see that employees covered by this Agreement do not suffer a loss of benefits provided by this Agreement through sale, assignment or other change in name of ownership.

Section 2. Saving Clause - In the event any clause or provision of this Agreement should become invalid by reason of present or future legislation, such legislation shall not invalidate the other provisions of this Agreement.

Section 3. Outside Work - The Employer and the Union agree that any employee who engages in the manufacture or repair of tools, dies, jigs, fixtures, gages, models, and/or experimental work for a company other than his/her primary employer, shall be subject to disciplinary action ranging up to and including discharge.

The Employer will give to the Union the pertinent facts of all cases of discharge, which occur as a result of this Section.

**ARTICLE XV - GROUP INSURANCE, HOSPITALIZATION,  
SURGICAL AND MEDICAL PROGRAM**

1. The Health Care Employees/Employer Dental & Medical Trust (hereinafter referred to as the "Trust") shall administer the Group Insurance, Hospitalization, Surgical and Medical Program established by and under that Trust.

Both the Employer and the Union expressly understand that there is no guarantee that the trust will continue in existence for the term of this Agreement. It is further expressly agreed and understood by both the Employer and the Union that the Employer is not required to guarantee or continue the present level of benefits for the term of this Agreement.

In the event that the Trust ceases to exist, the Employer will make every effort to provide a substitute program of benefits.

- (a) Employees Covered - Employees actively at work on the first of the month who were covered by the Trust in the preceding month.

Payment Due - the first day of the month. (Should the first day of the month fall on Saturday, Sunday or a Holiday, the first work day immediately following shall be regarded as the first).

- (b) Employees Covered - Employees actively at work after the first of the month who were covered by the Trust in the preceding month.

Payment Due - the first of the month following the month in which the employees commence work.

- (c) Employees Covered - Employees actively at work in any month who were not covered by the Trust in the month immediately preceding.

Payment Due - the first of the month, following one month of being actively at work.

- (d) The term "Actively at work" as used above means that the employee is working under the direction of the Employer and is receiving compensation for work actually being performed.

Employees not actively at work on the first day of any month by reason of paid vacation and/or jury duty compensated for under this Contract shall be deemed actively at work.

- (e) In case an employee is not "actively at work" on the first of any month due to non-occupational disability or sickness, the monthly payment as indicated in paragraph (3) above will be made by his/her Employer for a period not exceeding six (6) months for such an employee.

- (f) In case an employee is not "actively at work" on the first day of any month due to occupational disability or sickness, the monthly payment as indicated in paragraph (3) above will be made by his/her Employer for a period not exceeding twelve (12) months for such an employee.

2. The sole obligation of the Employer will be to pay the monthly contributions. All expenses in connection with the establishment, administration and operation of the Trust shall be paid from these monthly contributions.

3. The monthly contributions shall be paid by the Employer to the Trust, or to such a person or organization, in whole or in part, as the Trustees may designate.

4. All hospital, surgical and medical claims will be the obligation of the Trust, except where any claim is the obligation of any prior insurer or service plan.

5. The right to determine the amount of benefits, the eligibility of employees and their dependents to draw benefits and like functions, shall be vested solely in the Trustees of the Trust.

6. In no event will coverage be provided by the Trustees which requires the payment of overlapping, duplicate or double benefits in insurance where the employee, husband, wife or dependents are also employed by firms parties to this Agreement.

7. General Conditions - The Hospitalization, Surgical and Medical Program established hereunder shall be subject to the following conditions:

- (a) Such program may be extended at the option of an Employer covered by this Contract to employees not covered by this contract and to individual proprietors and partners if payments on their behalf are deductible for tax purpose.

- (b) Determination and payment of claims shall be by the insurance or service plan companies according to their standards and policies, and shall not be subject to the grievance procedure.

- (c) The Hospital, Surgical and Medical program to be established hereunder shall be reduced to the extent of any duplicate coverage provided by present and subsequent State or Federal Legislation.

- (d) Coverage for employees will terminate at the earliest of any of the following dates:
1. The date the plan is discontinued;
  2. The date the Employer ceases to participate in the plan;
  3. The date of entry into full-time military, naval, or air service;
  4. The last day of the month in which employment terminates, except that life insurance benefits will remain in force thirty-one (31) days following termination of employment. The present life insurance provisions providing for conversion of insurance at the option of the employee at his/her expense will be continued;
  5. If termination of employment is due to cessation of the Employer's business operations, personal leave of absence or temporary layoff, the insurance may be continued for a period not exceeding twelve (12) months if the employee pays the proper monthly premium on or before the first day of each month to his/her Employer;
  6. Part-time employees (those who are hired to work twenty (20) hours a week or less) are excluded from the coverage provided by this Article XV.

#### **ARTICLE XVI - PENSION PROGRAM**

It is hereby understood and agreed -

1. The Company will pay the contributions indicated below for each hour worked by employees employed by the Employer under this collective bargaining agreement to the Tool & Die Makers and Machinists, to the C.M.T.A. - Tool and Die Craftsmen's Association Pension Trust (hereinafter referred to as "Joint Trust"), established Declaration of Trust dated September 1, 1961, and will comply with the terms and conditions of said Trust and regulations issued pursuant thereto, provided, however, that the Employer's rate and amount of contributions shall be subject to reduction on account of credits as prescribed in Article XI of the Trust. The Employer's sole obligation regarding pensions shall be as set forth below. The contributions shall be as follows:

##### Tool & Die Maker

|          |                 |
|----------|-----------------|
| 9/1/99   | \$1.80 per hour |
| 9/1/2000 | \$2.10 per hour |
| 9/1/2001 | \$2.40 per hour |

The Pension Contribution for apprentices shall be as follows:

|                      |                    |
|----------------------|--------------------|
| 1st year             | - \$ 0.70 per hour |
| 2nd year             | - \$ 0.80 per hour |
| 3rd year             | - \$ 0.90 per hour |
| 4th year             | - \$ 1.00 per hour |
| 5 <sup>th</sup> year | - \$ 1.10 per hour |

Pension contributions for Helpers shall be forty cents (\$0.70) per hour during the first year of their employment. Thereafter, the rate of contribution shall be fifty cents (0.80) per hour.

2. At such time as the aforementioned trust ceases to receive employer contributions, the employer contribution shall be directed to the CWA Savings & Retirement Trust or such other qualified plan as may be agreed to by the parties.

#### **ARTICLE XVII – SICK LEAVE PLAN SUPPLEMENTING S.D.I. WORKERS' COMPENSATION INSURANCE**

The Sick Leave Plan Supplementing S.D.I. or Workers' Compensation Insurance for employees covered by this Agreement is set forth in Appendix "D" which is part of this Agreement.

### **ARTICLE XVIII – PAY FOR LEADPERSONS**

Leadpersons will be selected and specifically assigned as needed by the Employer.

It is intended that Leadpersons shall be Working Leadpersons and shall perform regular work assignments as well as having the responsibility for providing guidance, direction and instruction to his/her assigned group for which he/she shall be paid ten percent (10%) above the contract base rate of the highest classification led.

Leadpersons shall not perform the functions of Supervisors as that term is used in the Labor-Management Act of 1947 as amended.

### **ARTICLE XIX - PLANT RELOCATION AND SEVERANCE PAY**

1. If the Employer covered by this Agreement:

A. Closes the plant or a department or moves the plant or a department outside the nine (9) Bay Area Counties, and;

B. This closing or moving results in the termination of employees;

The Employer shall pay severance pay to terminated employees

as follows:

i. Less than one (1) year of continuous service - no severance pay.

ii. One (1) full week's pay (forty [40] hours straight time at the classification rate of pay) for every year of service.

2. If the Employer moves the plant or a department within the nine (9) Bay Area Counties, the Employer will continue to recognize the Union and employees may take their seniority rights with them to the new location; but shall receive no severance pay.

3. The Employer will pay up to three (3) months premiums for the benefits set forth in Article XV of this Agreement for employees who receive severance pay, provided those employees are not covered by another Employer paid plan providing these benefits. In order to receive these benefits, the employee must, within ten (10) days after the first of each of the three (3) months following his/her termination, furnish to the Trust proof (such as his/her slip of unemployment compensation) that he/she is not covered for these benefits.

4. The employer shall notify the Union in writing at least thirty (30) days prior to the closing or moving of the plant and the consequent termination of employees. Should the above plant movement or closing be the result of causes beyond the control of the Employer, the thirty (30) days notice shall not apply.

### **ARTICLE XX-DISCIPLINE/DISCHARGE**

#### **Section 1**

No employee covered by this Agreement shall be suspended, demoted, discharged or otherwise disciplined except for just cause.

#### **Section 2**

The Company agrees to abide by the practice of progressive counseling in matters involving the discipline of employees. Progressive counseling shall consist of a minimum of one oral and one written warning, and then at least one suspension of up to a maximum of three days without pay prior to any discharge. In matters of a particularly serious or severe nature, the Company may take disciplinary action without regard to progressive counseling.



### Section 3

In the event of any discipline, including oral warnings, the affected employee shall be given written notice of the reasons therefore and two copies of the same shall be given to the Union Representative. If the Union believes any such action to be unjustified, the matter shall then be considered as a grievance and shall then be handled in accordance with Article 12.

### Section 4

The Company shall afford the employee the right to have a Local Union Representative present at any interview at which disciplinary action is announced and/or at which an investigation is conducted which the employee believes may lead to the taking of disciplinary action against the employee by the Company. All counseling of employees shall be implemented within ten (10) workdays after the occurrence of the facts giving rise to the discipline or within ten (10) workdays after the Company should reasonably have become aware of the facts or circumstances giving rise to the discipline, whichever is later.

### Section 5

Once disciplinary action has been taken and the problem corrected, within (18) months of the action taken, the disciplinary step of progressive counseling will be removed.

### Section 6

The question of whether "just cause" exists for the discipline shall be subject to the grievance and arbitration procedure provided herein.

## **ARTICLE XX - PAYROLL DEDUCTION OF UNION DUES AND REPORTS**

(a) The Employer agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, hereinafter referred to as "dues", assessments, authorized arrearages, and initiation fees from the pay of an employee, upon receipt of a dues deduction authorization card, signed by such employee, each payroll period, and to pay over to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as possible after receipt of the signed authorization card in accordance with the Employer's normal payroll procedures. Samples of deduction authorization cards are included in Appendix A of the Agreement.

(b) If, for any reason, the Employer fails or is unable to make the authorized deduction from pay in any payroll period, the Employer will deduct the accumulated authorized deduction in an ensuing payroll period or periods the employee's pay is sufficient. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in an ensuing payroll period or periods up to four (4) times the authorized amount until the accumulated amount is deducted.

(c) When an employee is granted a leave of absence, without pay, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed when an individual on leave is returned to the payroll.

(d) When an employee who has authorized the Employer to deduct Union dues is temporarily promoted or transferred to a non-bargained-for position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated by return to a bargained-for position dues deductions shall be automatically reinstated without requiring a new authorization from the employee.

When an employee who has authorized the Employer to deduct Unions dues is temporarily promoted to a higher classification within the bargaining unit and is shown on payroll records as being on the higher classification, Union dues will be based on the higher rate of pay for as long as the employee remains in the higher classification.

(e) The rate or amount of the dues deduction for all members, for any job title and wage classification may be changed by the Union notifying the Employer in writing of the dues change. Following notice from the Union, such change in dues rate or amount will be deducted from future wage payments in accordance with the Employer's regular payroll practice.

(f) The employer and the Union shall meet for the purpose of determining what information can reasonably, easily and without causing additional expense or other than minimal expenditures, be provided by Employer to the Union for purposes of implementing this section 4 and how such information shall be transmitted.

The information listed above will be taken from Employer records and will be sent to the Union with the dues collected no later than ten (10) days after the end of the preceding month during which deductions were made; however, the Union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith.

(g) The Union agrees to fully defend, indemnify and hold harmless employer for any claims, liabilities or costs it may incur as a result of it's having performed the employers obligations under this article.

#### **ARTICLE XXII – 401K**

The Employer agrees to become a participating employer in the CWA Savings and Retirement Trust and to process employee contributions to the trust via payroll deduction. The Union agrees to hold harmless the employer for any errors in payroll deduction.

#### **ARTICLE XXIII - DURATION OF AGREEMENT**

(a) This Agreement shall become effective June 1, 1999, and remain in full force and effect until May 31, 2002.

(b) The parties shall meet not later than forty-five (45) days prior to May 31, 2002, or any subsequent anniversary date for the purpose of negotiating a new Agreement.

(c) It is agreed that all matters subject to collective bargaining have been discussed and disposed of during negotiations arriving at this contract and both parties agree that there shall be no further bargaining on any matter whatsoever during the term of this Agreement.

(d) This Agreement when signed shall supersede and replace all prior agreements and understandings affecting the employees covered hereby.

(e) In Witness whereof the parties hereto have executed this Agreement, by their respective officers duly authorized to do so.

FOR THE EMPLOYER

FOR THE UNION

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Robert Spiegl  
General Manager

---

William B Harvey  
Secretary/Treasurer

---

Libby Sayre  
International Representative

### **APPENDIX A - WAGES**

#### **Section 1. Classifications and Rates of Pay**

|                                | <u>6-1-99</u> | <u>6-1-00</u> | <u>6-1-01</u> |
|--------------------------------|---------------|---------------|---------------|
| Tool & Die Maker               |               |               |               |
| 1 <sup>st</sup> 63 days worked | \$25.35       | \$25.95       | \$26.35       |
| Thereafter                     | \$25.85       | \$26.45       | \$26.85       |
| Tool & Die Machinist           |               |               |               |
| 1 <sup>st</sup> 63 days worked | \$21.32       | \$22.92       | \$23.52       |
| Thereafter                     | \$22.82       | \$23.42       | \$23.82       |
| Tool & Machine Repairperson    |               |               |               |
| 1 <sup>st</sup> 63 days        | \$22.24       | \$22.84       | \$22.24       |
| Thereafter                     | \$22.74       | \$23.34       | \$23.74       |
| Helper                         |               |               |               |
| 1 <sup>st</sup> 63 days        | \$10.34       | \$10.58       | \$10.74       |
| Thereafter                     | \$12.27       | \$12.87       | \$13.27       |

### **APPENDIX B - JOB CLASSIFICATIONS**

#### **TOOL AND DIE MAKER:**

A person who has served a five year apprenticeship as a Tool and Die Maker or its equivalent. He/she must be able, when directed by the Employer, to perform any work required of a skilled Tool and Die Craftsman.

His/her primary function is to design, produce, inspect, repair or maintain, plan or alter within the required tolerances with or without drawings, tools, templates, gages, jigs, fixtures, metal patterns, cavity work on plastic, die casting and synthetic molds, precision measuring instruments, and all types of dies for forming, drawing, forging, and stamping. He/she builds special machines which require special tooling and maintains only the

special tooling as defined in our certification. He/she may also do appropriate work on models, development, experimental, surface plate and bench work normally and usually performed by a Tool and Die Craftsman.

He/she is capable of operating standard machine tools, heat treating, grinding, laying out, fitting, assembling and performing all other necessary operations thereto within the required tolerances.

**TOOL AND DIE MACHINIST:**

A person in shops employing Tool and Die Makers who has served an apprenticeship of four (4) years as a Machinist or its equivalent, who may perform all machining operations on parts of tools, dies, jigs, fixtures, gages, model parts, models and instruments prior to grinding, heat treating or polishing; re-sharpens cutters, and performs related duties as required; shall not operate a jig borer, Keller machine, or do jig boring work, or comparable work on other machines, and does not do grinding. He/she does not machine cavities in molds and does not set up Electric Discharge Machines or Electro-Chemical Machines

**TOOL & MACHINE REPAIRPERSON:**

A qualified Journeyman who is regularly assigned to repair, overhaul and maintain existing machinery and/or equipment used in the operation of the Employer's plant and make such parts therefore as are within his/her capacity and ability and who, in the course of his/her employment, works with the aid of hand or machine tools, with or without drawings, laying out his/her work when necessary, setting up machines and working to specified tolerances.

A regularly employed Machine Repairperson may be required to move, dismantle, assemble and install machinery and/or equipment in the Employer's plant.

A regularly employed Machine Repairperson may be required to service, dismantle, maintain, and repair machinery or equipment outside the Employer's plant, where machinery is leased, sold or serviced by the Employer.

**HELPER:**

An employee in a Tool & Die Shop whose work functions are illustrated by, but not limited to the following:

1. Material handling and related functions.
2. Tool Crib Attendant duties.
3. Production Machine operations where the set up is performed by a Tool & Die Maker or Tool & Die Machinist. However, he/she may make adjustments incidental to the operation.
4. Assisting Journeymen Tool & Die Makers and Tool & Die Machinists in the performance of their duties.
5. May perform duties of an unskilled nature.

A Tool & Die Helper shall not replace a Journeyman or an Apprentice.

**APPENDIX C - SICK LEAVE PLAN SUPPLEMENTING S.D.I.  
OR WORKERS' COMPENSATION INSURANCE**

**Section 1. General Purpose**

The general objective of this plan is to provide employees with wage stability during long term illness or injury. This protection shall cover only that number of days, weeks or months (as set forth in Section 2 below) during which the employee would have been working had the employee not been disabled. Excluded from the coverage of this Appendix are all maternity benefits. This program will provide weekly benefit levels on a seven-day basis in accordance with the formula set forth below. These weekly benefits are integrated with benefits received from the California Unemployment Disability Fund or Workers' Compensation benefits. The daily benefits will be one-seventh of the weekly benefit.

| <u>Classifications</u>      | <u>Weekly Benefit</u> |
|-----------------------------|-----------------------|
| Tool & Die Maker            | \$650                 |
| Tool & Die Machinist        | \$625                 |
| Tool & Machine Repairperson | \$625                 |
| Helper                      | \$362.50              |

Section 2. Eligibility and Duration of Benefits

All employees must complete one full year of service from last date of hire to be eligible for any benefits under this Plan. Eligibility and duration of benefits will be determined as follows --

(a) Employees with LESS than one year of service as of April 30th will start accruing benefits on the first of the month following the month in which they complete one full year of service as outlined below --

| <u>Length of Service<br/>in months</u> | <u>Number of Days Supplemental<br/>Sick Leave Benefits</u> |
|--|--|
| 12 months or less                      | None   |
| 13 months                              | 1 Calendar day   |
| 14 months                              | 2 Calendar days  |
| 15 months                              | 3 Calendar days  |
| 16 months                              | 5 Calendar days  |
| 17 months                              | 6 Calendar days  |
| 18 months                              | 7 Calendar days  |
| 19 months                              | 8 Calendar days  |
| 20 months                              | 9 Calendar days  |
| 21 months                              | 11 Calendar days   |
| 22 months                              | 12 Calendar days   |
| 23 months                              | 13 Calendar days   |

(b) Employees with MORE than one year of service as of April 30th of any year will have the duration of their benefits for the entire sick leave year computed as of April 30th at the same time that vacation benefits are determined. Duration of benefits shall be as follows --

| <u>Length of Service</u>        | <u>Number of Days Supplemental<br/>Sick Leave Benefits</u> |
|---------------------------------|--|
| 01 year but less than 2 years   | 14 Calendar days   |
| 02 years but less than 3 years  | 28 Calendar days   |
| 03 years but less than 5 years  | 56 Calendar days   |
| 05 years but less than 10 years | 91 Calendar days   |
| 10 years and over               | 182 Calendar days  |

(c) The benefits of this plan shall not be paid to any employee who ceases active full time work for any reason other than an illness or accident for which he/she is paid benefits under the California S.D.I. Program or Workers' Compensation Insurance Program.

In exception to this paragraph, where an employee is on layoff and is recalled to work but is unable to work by reason of a disability which qualifies under this plan, he/she shall be eligible for benefits starting on the date he/she would have returned to work as a result of the recall.

Section 3. Eligibility and Duration of Sick Leave Benefits

(a) Each eligible employee shall be entitled to receive supplemental sick leave pay in any sick leave year, May 1st through April 30th, up to the number of days as determined in Section 2, and in accordance with the schedule of benefits set forth in Section 1, provided that to qualify for any benefit in the new sick leave year beginning May 1st, an employee must work for the employer in the new sick leave year, a number of days equal to the total number of days in the preceding sick leave year for which sick leave benefits were paid.

(b) Employees who are on disability on the anniversary date, April 30th, shall be entitled only to the number of days as determined in Section 2, to which they were entitled on the day they ceased active full time work for the Employer by reason of disability.

Such employees must return to active full time work for the Employer in the new sick leave year and re-qualify for benefits in accordance with (a) above.

(c) The total benefits to which an employee is entitled under this plan can be applied only once during the sick leave year, i.e., May 1st through April 30th. If qualified sick leave absence occurs more than once during a sick leave year, the maximum benefits to which any employee is entitled will be reduced by the amount of benefits already paid during the sick leave year.

(d) To be paid supplemental sick leave pay under this plan, the employee must be eligible for, be paid, and present to his/her employer not later than thirty (30) calendar days after his/her return to work, a copy of the California S.D.I. or Workers' Compensation Insurance benefits paid to him. Upon presentation of this evidence to his/her employer, he/she shall receive supplemental sick leave pay as expeditiously as possible.

**Section 4. General Provisions**

(a) The Employer's sole obligation under this contract is to provide the benefits outlined herein and there shall be no duplicate or overlapping benefits paid under this contract, i.e., no supplemental sick leave shall be paid for any day for which the employee is also entitled to pay for any reason under this contract.

(b) Only full day sick leave payments will be made. No supplemental pay shall be paid for partial work days lost.

(c) Working days lost for which supplemental sick leave benefits are paid and supplemental sick leave payments made under this plan shall not be considered as time worked for any purposes in this contract except as otherwise provided in Section 2 of Article VII – Vacations.

(d) The benefits in this plan shall not apply to any disability not covered by S.D.I. Or Workers' Compensation Insurance. In any case, the waiting period provided under S.D.I. or Workers' Compensation Insurance shall apply before benefits shall be paid.

(e) Satisfactory evidence of disability is a prerequisite to participation in the benefits provided by this plan. Qualification for S.D.I. or Workers' Compensation benefits is not necessarily in and of itself considered satisfactory evidence of disability for purposes of this plan. Further, the Employer, at his/her discretion and at his/her expense reserves the right to have his/her own physician examine an employee participating or seeking to participate. If such examination reveals that there is not satisfactory evidence of disability, the benefits under this plan shall cease until the matter is resolved. If the matter is not resolved it may be referred to the Grievance Procedure.

(f) In order to qualify for benefits, the employee has the responsibility for taking all proper steps to ensure early recovery. Such steps may include the attendance of a qualified physician and the purchase of drugs, medicines, medical supplies and hospitalization service as necessary.

(g) Upon request of the Employer the employee shall furnish to the Employer, the doctor's estimate of the date that the disability will terminate and the employee will resume his/her regular or customary work.

**OFFICIAL MINUTES NUMBER ONE**

SUBJECT:Employer Liability for Employees' Personal Hand Tools

The firms covered by this Agreement were notified by letter of April 1, 1968, and again on June 1, 1977, about the above noted subject.

Dated: April 1, 1977

FOR THE EMPLOYER

FOR THE UNION

Signed by John Richards

Signed by Philip H. Weir

**OFFICIAL MINUTES NUMBER TWO**

SUBJECT:Special Tooling

Special tooling is defined as any tool, die, jig, fixture, that participates in the handling, aligning, feeding, rejecting, altering and assembling of production parts or parts in a machine.

Dated: April 28, 1971

FOR THE EMPLOYER

Signed by John Richards

FOR THE UNION

Signed by Philip H. Weir