

COLLECTIVE BARGAINING AGREEMENT Between KORTICK And

COMMUNICATIONS WORKERS OF AMERICA October 1, 2023 - September 30, 2026

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This agreement is between KORTICK party of the first part, hereinafter referred to as "the Employer" and the COMMUNICATIONS WORKERS OF AMERICA, party of the second part, 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 and the Employer subscribe 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 the parties' N.L.R.B. Certification. Such employees are set forth below:

All Tool and Die Makers, Tool and Die Apprentices, Tool and Die Machinists, Tool and Die Repairperson, their Leadspersons and/or working Forepersons employed by the Employer signatory to this Agreement.

Any dispute concerning the intent or application of the N.L.R.B. Certification 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 lead persons 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 the purpose of this Section, "employee" shall mean any person entering 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 Union office and the Shop Steward of the name, address, social security number, classification, and date of hire within three (3) days from the 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. The Employer shall not reemploy such employee during this Agreement unless they become 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 the Employer by the Union.

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

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 slowdown 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 an individual 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, the Union shall not observe a picket line, placed for organizational purposes unless proof is submitted that the union placing the picket line represents the 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 of 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 the 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. Bi-Weekly Pay Periods

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

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

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

If payday falls on Friday, employees on the 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 Leave

Where an employee is unable to report for work on his/her regular shift by reason of Jury Duty, 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. Night shift or swing shift employees called for Jury Duty or examination shall have their schedule temporarily changed to Day shift to coincide with the obligatory Jury Duty.

(a) Day shift employees called for Jury Duty or examination and excused by the court prior to the completion of one half of the employees shift, inclusive of travel time, 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 regular pay lost.

(b) Night shift or swing shift employees called for Jury Duty or examination shall not be required to report to Jury Duty in the daytime and work the night shift or swing shift on the same calendar day.

(c) Night shift or swing shift employees shall not be required to work on Jury Duty in the daytime 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 the employee's parents, stepparents, legally adopted parents, children, stepchildren or adopted children, brothers or stepbrothers, sisters or stepsisters, spouse, grandparents, grandchildren, mother-in-law, father-in-law, registered domestic partner, domestic partner's children, domestic partner's mother, domestic partner's father.

## **ARTICLE VI. APPRENTICES**

### Section 1. Acceptance of Standards

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

### Section 2. Pay for Apprentices

See Appendix A- Wages Section

### 3. Ratio and Rules

There may be one Apprentice for every one 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 indentured training program, the Employer at whose plant he/she completed his/her training program reserves the right to terminate the Apprentice or retain him as a Journeyman. The Employer will notify the Apprentice two (2) calendar weeks before the termination date. If the Employer determines that the Apprentice is not qualified to become a Journeyman Tool & Die Maker, the Employer may retain the Apprentice as a Journeyman Tool and Die Machinist or Journeyman Tool and Die Machine Repairperson.

#### 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 layoff.

#### Section 6. Pre-Apprentice Helper Program

Under this program, the 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 nights per week for the duration of his/her training at the time of entry into the Apprenticeship Program. The training time will consist of two six-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 contribution 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 Helper at the completion of the first and second twelve-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 of the Journeyman Tool and Die Maker rate with an additional five percent increase at the end of each of the two twelve-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 fifty percent of the Die Maker rate.

## **ARTICLE VII. HOURS AND SHIFTS**

### Section 1. Hours

(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, ten (10) hours continuous employment, exclusive of a lunch period, shall constitute a day's work, between the hours of either six (5:30 a.m. and four (4:00) p.m. or 6:30 a.m. and 5:00 p.m.: forty (40) hours (4) days per week 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 workweek may be changed by the Employer, provided the Union is given 48 hours' notice of such a change.

### Section 2. Shifts and Shift Differentials

(a) First or regular day shift – a consecutive eight-hour period, between the hours of 6:30 a.m. and 3:00 p.m., exclusive of a 30-minute lunch period on the employee's own 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 consecutive hours of work between the hours of 6:30 a.m. and 3:00 p.m. The second shift shall start immediately following the termination of the first shift and shall consist of eight consecutive hours of work. 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 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. (Appendix A)

(e) 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) hour 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 the overtime rate. In all cases of transfer, the employee affected shall have a minimum rest period of seven (7) hours between shifts.



Shop Stewards or Acting shop stewards shall not be transferred from the shift to which they are assigned while work, which they can perform, is available without union approval.

#### Section 4. Overtime

(a) All work performed by employees covered by this Agreement outside of the standard straight time hours of work and shifts as set forth in Sections 1 and 2 of this Article shall be paid for at time and one-half (1 1/2) for the 10th, 11th hours worked on regularly scheduled workdays, and the first eight (8) hours worked on the fifth and sixth day. All other overtime and Sunday shall be at double time. In the event of a shortened work week, work performed on an extra day will be paid for at one and one half time the straight time hourly rate. All other overtime shall be at double time.

(b) When overtime is necessary, it is agreed that over time, the Employer will distribute this overtime fairly by work group and by shift and title. 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 to equal 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 Saturday, 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 an employee works more than four (4) hours on such shift, he/she shall be paid for the actual hours worked by him 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 days' 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 6:30 a.m. to 6:30 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. Regularly scheduled air travel 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 the following paid Holidays during the duration of the Agreement and thereafter unless modified.

IT IS FURTHER AGREED THAT:

Holidays may be rearranged by mutual agreement between the Employer and Union. Holiday are as follows:

1. July 4th
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving Day
5. Christmas Eve Day
6. Christmas Day

7. New Year's Day

8. Memorial Day

9. 2 Floating Holidays

## Section 2. Qualifying Conditions

(a) The employee has been in the employ of the Employer for twenty-one days 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 sometime during the two (2) calendar weeks preceding the week in which the holiday occurred, he/she will receive pay notwithstanding absence on the workday prior to or the workday following, where such absence was due to:

1. Industrial Accident

2. Bona fide illness covered by 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

(b) Holiday pay shall be equivalent to a normally scheduled days pay at the shift rate including any shift differential.

## 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 Vacation

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 workday prior to and the regularly scheduled workday 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 VIII. VACATIONS**

### Section 1. Qualifying Record

The Employer shall adhere to the principle of paid vacations each year as follows: Employees who have completed twenty-one days worked with the Employer as of December 31 shall be granted vacation in the following year provided, however, that where production problems necessitate shutting down the entire plant or part thereof at one time.

### Section 2. Amount of Vacation

Years of Service	Accrual Equivalent
06 months but less than 1 year	1 week
1 years but less than 5	2 weeks
5-15 years	3 weeks
15-25 years	4 weeks
25+	5 weeks

### Section 3. 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. Vacations shall be scheduled by mutual agreement, but once approved cannot be changed unilaterally by the employer.

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 vacation period for such a plant shut down shall be limited to school vacation period.

The Employer shall notify the employees as far in advance as possible, but in no event less than ninety days prior to said closing.

### Section 4. Vacation & Holiday Pay Upon Leaving the Employer

(a) Each employee upon termination shall receive any unused accrued vacation.

(b) In the case of layoff, where the number of days for severance pay due an employee would extend to or through a date which includes paid holidays, such holiday pay shall be added to the pay due to the employee laid off or discharged as set forth in Article VIII.

#### Section 5. 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 accrued 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 accrued vacation at time of layoff.

### **ARTICLE X. SENIORITY**

#### Section 1. Seniority Rules

(a) In the absence of written seniority rules agreed to by the Employer 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 sixty-three (63) day 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 seniority in said classification for the purpose of bumping the employee with the least seniority. 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 Journeymen.

## 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 twelve (12) consecutive months.

(c) Voluntary quit.

(d) Discharge for cause.

(e) Failure to report for work for a period of three working days without giving a satisfactory explanation.

Loss of Seniority shall not apply when the Company and Union mutually agree.

## 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 Employer make it impossible to give such notice, but in no event less than one (1) days 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 the Employer grants leaves of absence 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 an 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 quitting their employment.

(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 months.

(d) The Employer 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, after signing this Agreement, the Employer shall furnish the Union a seniority list covering all employees within the bargaining unit listing their names, classifications, and status. (Active, Leave of Absence, Layoff, etc.)

When requested in writing by the Union, the Employer shall furnish a revised, up to date seniority list.

#### 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.

#### Section 8. Separate Seniority Lists

A separate Seniority list will be maintained for each branch. Separate seniority will prevail except when an employee transfers from one branch to the other. In that case, ONLY the employee who transfers shall have full seniority for all purposes except layoff. For layoff, he/she shall have seniority based on the date he/she started in the Branch. The existing agreement bumping rights will apply.

### **ARTICLE XI. UNION REPRESENTATION**

#### Section I. Union Representation

(a) Stewards: For 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 paid time for this purpose.

(b) Where for any reason a plant does not have a Steward, Union members may be represented by a Business Representative of the Union.

(c) Access to Establishment: Representatives of the Union, for performance of official Union duties, upon application to the office of the Employer, shall be permitted to enter the premises of the Employer, at any time during working hours. The Union Representative 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. General The grievance procedure is designed to provide a timely and efficient process for resolving disputes that have not been resolved through informal efforts. The Company and the Union agree to use their best efforts to resolve all grievances at the lowest step where possible. The presentation of a grievance must be made in writing and in accordance with the time limitations specified below to be eligible for processing under this grievance procedure. All references in this Article with respect to time shall refer to business days, excluding weekends and the holidays referenced in this Agreement. The Union's written presentation of the grievance to management must include the nature of the grievance; the date of the occurrence; the contractual article/section alleged to have been violated, if applicable, or if not applicable, the source of the alleged violation (e.g., MOA name or number, discipline, documentation); the name of the grievant; and the remedy sought. Grievances must be presented within 15 calendar days from the conduct, act and/or omission giving rise to the grievance. The Company will pay any union representatives employed by the Company who participate in the grievance process.

INFORMATION SHARING: The parties agree that they each may request of the other information that is relevant to a grievance and that said relevant and unprivileged information shall be provided to the requesting party in an expeditious fashion. Said information shall be used for the purpose of processing and adjusting the grievance in question. The parties shall promptly meet and confer over the production and handling of company sensitive information relating to business sensitive/confidential information or trade secrets and reach an agreement as to same. That agreement shall be committed in writing and signed by an authorized representative of each party before said information is produced.

### Section 1. Grievance Procedure

Unless mutual agreement in writing is reached between the Employer and Union as to the deadlines stated or meetings required herein, grievances shall follow the below process and timelines:

Step 1 (a) Within 15 days of the Union's presentation of a written grievance, Union representative(s) (up to 2) and Employer representative(s) shall meet and confer over the satisfactory adjustment of the grievance. This meeting preferably will be done in person but may be conducted by telephone or virtual communication upon mutual agreement by the Parties. After the meeting, the Employer shall provide a written response via email to the Union representative(s) attending the meeting of the Company's position.

Upon completion of this Step 1 meeting and if a satisfactory adjustment of the grievance is not reached, the Union may move the grievance to Step 2 by providing notice to Employer within 7 days of receiving Employer's written response after the Step 1 meeting. Such notice of intent shall be provided via email to the branch HR representative(s). The Union's failure to notify Employer of its intent to escalate the grievance within the time limit stated shall mean that the matter is closed on a non-precedent setting basis.

(b) Employer representatives who shall participate in this meeting shall include the employee's immediate supervisor or the appropriate manager whose actions are the subject of the grievance. The Employer's HR representative(s) may participate in this meeting as well. Additional Union representatives may attend the meeting.

Step 2 (a) Within 15 days of the Union moving a grievance to Step 2, the Union representative(s) (up to 2) and Employer representative(s) shall meet and confer over the satisfactory adjustment of the grievance. This meeting preferably will be done in person but may be conducted by telephone or virtual communication upon mutual agreement by the Parties. The Employer's failure to make themselves



available within the prescribed timelines shall result in default in favor of the Union on a non- precedent setting basis. After the meeting, the Employer shall provide a written response via email to the Union representative(s) attending the meeting of the Company's position. Upon completion of this Step 2 meeting and if satisfactory adjustment of the grievance is not reached; the Union may move the grievance to Step 3 by providing notice to Employer within 15 days of receiving Employer's written response after the Step 2 meeting. Such notice of intent shall be provided via email to the branch HR representative(s). The Union's failure to notify Employer of its intent to escalate the grievance within the time limit stated shall mean that the matter is closed on a non-precedent setting basis.

(b) Employer representatives who shall participate in this meeting shall include the manager of either (1) the employee's direct supervisor or (2) the manager whose actions are the subject of the grievance. The Employer's HR representative(s) may participate in this meeting as well. Union representatives who shall participate in this meeting include the Local President or a designated representative. Additional Union representatives may attend the meeting.

Step 3 (a) Within 15 days of the Union moving a grievance to Step 3, the Union representative(s) (up to 3) and Employer representative(s) shall meet and confer over the satisfactory adjustment of the grievance. This meeting preferably will be done in person but may be conducted by telephone or virtual communication upon mutual agreement by the Parties. The Employer's failure to make themselves available within the prescribed timelines shall result in default in favor of the Union on a non- precedent setting basis. After the meeting, the Employer shall provide a written response via email to the Union representative(s) attending the meeting of the Company's position. Upon completion of this Step 3 meeting and if a satisfactory adjustment of the grievance is not reached, the Union may move the grievance to Arbitration.

(b) Employer representatives who shall participate in this meeting shall include the Plant Manager.

#### 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 seven (7) calendar days to choose an Impartial Chairperson for the Arbitration Committee and to arrange for the time and place of arbitration to take place as soon as can be practically scheduled.

(b) Selecting an Impartial Chairperson: In the event that agreement cannot be reached on an Impartial Chairperson within the seven (7) calendar 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 (2) names from the panel submitted by the Federal Mediation and Conciliation Service. The remaining name on the panel shall automatically become Impartial Chairperson of the Arbitration committee. This selection of the Impartial Chairperson shall be made within seven (7) calendar 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 of 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 or the Employer, 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 thirty (30) calendar days from the date a written decision is given on the grievance.

(e) All grievances must be filed within thirty (30) calendar days from the date of occurrence or within thirty (30) calendar 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; 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 an authorized representative of management excuse he/she from work, he/she shall be paid for the balance of the shift in 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 the Employer has a safety program and requires an employee to wear safety glasses, the Employer shall provide standard safety frames and nonprescription 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 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.
- (f) If Employer requires employees to perform welding, it shall furnish colored glasses for each welder's hoods and goggles.
- (i) 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 employee, 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.
- (c) Should the medical examination disclose such conditions, the Employer will make every effort to assign the employee to other work 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 after the employee is terminated, the Union may refer the matter to the Grievance Procedure.
- (d) When available to the Employer, copies of medical reports will immediately be furnished to the employee.
- (e) Cost of medical examination shall be paid by the Employer.

## Section 4. Drug Testing

All prospective employees (A) or current employees (B-D) will be tested for alcohol and/or drugs in the following circumstances:

### A. Pre-Employment

All applicants who have been extended a formal offer of full-time or part-time employment may be required to submit a urine specimen for analysis. Any applicant who has a confirmed positive, or has, or engages in any activity listed under Discipline, will have the offer of employment withdrawn.

### B. For Cause

In the event objective evidence exists which leads a supervisor to form a reasonable belief that an employee is exhibiting erratic, irrational or unsafe behavior, slurred speech, or the employee appears confused or shows marked personality changes or signs of paranoia, the Employer may require the affected employee to submit to a complete medical examination, including but not limited to urine and/or blood analyses by a physician or duly accredited medical facility or laboratory, to determine if the employee is using, under the influence of or otherwise is impaired by drugs or alcohol.

### C. Post-Accident

Any employee who is involved in an incident in which injury to self or another (an OSHA reportable event), or a vehicular accident in an occupied or moving vehicle while performing tasks on behalf of Employer, may be tested for alcohol impairment or intoxication, utilizing a blood alcohol test. This policy may be suspended if the Supervisor believes that the accident was unavoidable or not employees fault, or if the cost of testing, on balance, exceeds the value of the damage to the vehicle. A drug test shall be used, a blood test may be used.

### D. Confirmation Testing Following Rehabilitation

One confirmation test may be used for post rehabilitation follow up of all employees who have attended a substance abuse rehabilitation program. Such confirmation test shall be conducted within the six-month period immediately following the completion of the rehabilitation program, as determined solely by the clinician.

### E. Discipline

The first time a non-probationary employee tests positive for drugs or alcohol, he/she will be given (except in the case of a post vehicle accident test or a confirmation test following rehabilitation) the option of participating in a rehabilitation program. Employees who do not choose the option of rehabilitation will be discharged. An employee who receives a positive drug or alcohol test after a vehicular accident will be terminated. An employee who tests positive for drugs or alcohol a second time will be terminated, as will a probationary employee who tests positive a first time.

Further, any employee who fails to report to a designated collection site, refuses to provide a specimen, intentionally fails to provide a sufficient volume, or tampers, adulterates or substitutes urine samples will be terminated.

F. Appeal

An employee who believes his/her test results are erroneous may appeal. A re-test may be requested utilizing the original sample. If the initial positive results are confirmed, the employee will bear the cost of the re-test.

G. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1989, any employee convicted of a criminal drug statute because of a work-related incident must notify his/her supervisor of that conviction no later than five days after such conviction, provided he/she is still employed by the Employer at that time. Supervisors shall immediately notify the Division Drug Testing Administrator of any reported conviction.

H. Testing Method

All samples tested will first be screened using an EMIT test or its equivalent. If, on the initial screening, the sample tests positive, it will be verified using gas chromatography/mass spectrometry or its equivalent. A drug test shall be considered positive in accordance with the regulations of the National Institute of Drug Abuse. A blood alcohol test shall be considered positive if the blood alcohol level equals or exceeds the percentage established by the law of the State of California.

I. Availability of Test Results

Any person who has been tested may obtain, by written request to his/her Division's Drug Testing Administrator, a copy of all records maintained of that person's positive confirmatory test results and may submit written information explaining any such results.

J. Confidentiality

Test results will be kept confidential and will only be released to a Medical Review Officer, to those employees with a reasonable business need to know, as required by a Court of Law, or as authorized by the employee.

Section 5. 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 sales, assignment, or other change in name of ownership is made by the Employer, the Union 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 or 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.

**ARTICLE XV. GROUP INSURANCE, HOSPITALIZATION, SURGICAL, MEDICAL, VISION, LIFE AND DENTAL PROGRAM**

Section 1.

The Health Care Employees/Employer Dental & Medical Trust (hereafter 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. After a six-month waiting period upon initial hire, Employer has discretion to waive waiting period.  
Payment Due-First day of the month. When the first falls on a Saturday, Sunday, or Holiday, the first Business Day will prevail.
- (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 performed.

Employees not actively at work on the first day of any month by reason of compensated time under this Contract shall be deemed actively at work.

- (e) In the event that an employee is not actively at work on the first of any month due to disability or sickness, the monthly payment as indicated in paragraph three above will be made by his/her Employer for a period not exceeding six months.
- (f) In the event that 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 three above will be made by his/her Employer for a period not exceeding twelve months.

#### Section 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.

#### Section 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. All hospital, surgical and medical claims will be the obligation of the Trust, except where any claim is the obligation of any prior insurer.

#### Section 4.

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.

#### Section 5.

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

#### Section 6.

General Conditions- the Hospitalization, Surgical, 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 purposes.
- (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:

1. The date the plan is discontinued.
2. The date his/her 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 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 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 hired to work twenty hours per week or less) are excluded from the coverage provided by this Article.

**ARTICLE XVI. PENSION PROGRAM**

It is hereby understood and agreed that:

1. A new hire has the option to choose between CWA pension or Kortick 401 (K). The Company will pay the contributions indicated below for each hour worked by employees employed by the Employer covered by this Agreement to the Tool & Die Makers, Machinists and Repairpersons, 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:

Effective Date	Maximum amount paid by employer
As of September 1, 2023	\$7.80 hour
As of September 1, 2024	\$8.10 hour
As of September 1, 2025	\$8.40 hour

Pension contributions for Helpers & Apprentices shall be one dollar per hour during the first year of their employment. The contribution for years 1-5 will be two dollars per hour, and three dollars per hour for years 6-10.



## **ARTICLE XVII. Sick Pay**

- A. Sick pay allowance, as hereinafter provided, shall be for the primary purpose of assuring employees the equivalent of their full pay for absences from work due to sickness, disability, and/or injury. Employees shall be credited with six days per year on January 1 of each year. This amount shall be pro-rated for new employees beginning on the first day of the month following their hire.
- B. Catastrophic Leave Bank. At the end of the calendar year, unused sick pay shall be transferred to the employee's catastrophic leave bank. Time banked may be used by the employee when: Sick leave for the current year has been exhausted, and  
The employee's illness or injury requires an absence of five consecutive days or more.  
The number of hours in the employees' bank shall not exceed 120.

## **ARTICLE XVIII-PAY FOR LEADPERSONS**

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

It is intended that Lead persons shall be Working Lead persons 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 above the contract base rate of the highest classification.

Lead persons 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**

(a) If the Employer (1) closes his/her plant or a department or moves his/her plant or a department a distance greater than 80 miles, and (2) this closing or moving results in the termination of employees; the Employer shall pay severance pay to separated 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 with the Employer.

(b) If the Employer moves his/her plant or department less than 80 miles, 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.

(c) 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 furnish proof (such as his/her slip of unemployment compensation) within ten (10) days after the

first of the month of termination to the Trust that he/she is not covered for these benefits for each of the three (3) months following his/her termination.

(d) The Employer shall notify the Union in writing at least (30) days prior to the closing or moving of his/her 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 Employer agrees to abide by the practice of progressive counseling in matters involving the discipline of employees. Progressive counseling shall consist of at least one oral and one written warning, and then at least one suspension of up to three days without pay prior to 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 XII.

### Section 4

The Employer 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 Employer. All counseling of employees shall be implemented within seven (7) workdays after the occurrence of the facts giving rise to the discipline or within seven (7) workdays after the Employer 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 XXI. 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.

(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 at 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 a 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 due 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 a change in the 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, 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.

The Employer will provide for voluntary payroll deduction with the proper authorization to CWA COPE PCC.

(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 its 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 XIII. DURATION OF AGREEMENT**

(a) This agreement shall become effective September 1, 2023, and remain in full force and effect until August 31, 2026.

(b) The parties shall meet not later than forty-five days prior to August 31, 2026, 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 Company**

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**Jian Huang-Director of Operations**

**For the Union**

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**Decoven Rhem, President**

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**Chad Hefner, Bargaining Chair**

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**Glenn Thomas**

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**Cherie Brokaw, D9 Staff**

## **APPENDIX A WAGES**

### Section 1. Classification and Rates of Pay

#### **Tool & Die Maker**

The Hourly wage rates for Tool & Die Maker will be adjusted as follows:

September 1, 2023

1<sup>st</sup> 63 days      \$49.90

Thereafter      \$52.14

September 1, 2024      Increase 2% + COLA

September 1, 2025      Increase 2% + COLA

#### Section 1b Tool & Die Machinist

September 1, 2023

1<sup>st</sup> 63 days      \$45.85

Thereafter      \$46.75

September 1, 2024      Increase 2% + COLA

September 1, 2025      Increase 2% + COLA

#### **Tool & Die Machine Repair Person**

September 1, 2023

1<sup>st</sup> 63 days      \$41.83

Thereafter      \$42.63

September 1, 2024      Increase 2% + COLA

September 1, 2025      Increase 2% + COLA

**Section 2. Apprentices**

(a) New apprentices will be placed on the appropriate wage schedule step based on their experience and qualifications as determined by the Company. The determination may be changed during the first thirty (30) days of employment after approval of the Apprenticeship Committee. Any such change will be communicated to the Union and is subject to the grievance procedure.

Date	Percentage of Journeyman Rate
1st 6-month period	50%
2nd 6-month period	55%
3rd 6-month period	60%
4th 6-month period	65%
5th 6-month period	70%
6th 6-month period	75%
7th 6-month period	80%
8th 6-month period	85%
9th 6-month period	90%
10th 6-month period	95%
Thereafter	Journeyman Rate

**Section 3. Helpers**

Helpers shall be paid the following

September 1, 2023

1st 63 days            \$27.06

Thereafter            \$27.92

September 1, 2024    Increase 2% + COLA

September 1, 2025    Increase 2% + COLA

**Section 4. Shift Premium**

The shift premium for all classifications shall be 10% their hourly wage per hour for swing shift, 10% their hourly wage per hour for midnight shifts.

## **APPENDIX B JOB CLASSIFICATIONS**

### **Section 1. Tool and Die Maker**

A person who has served a four-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 Maker.

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, drawing, forging, and stamping. He/she builds special machines, which require special tooling, and maintains only the special tooling, as defined on 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 Maker.

He/she can operate standard machine tools, heat treating, grinding, laying out, fitting, assembling, and performing all other necessary operations within the required tolerances.

### **Section 2. 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 Employers 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 Employers' 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.



### **Section 3. 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 setup 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 Cost of Living Allowance**

Effective 9/1/2024 & 9/1/2025, a Cost of Living Allowance will be added to each employees base rate equal to at least the then current inflationary rates as determined using the following index:

<https://www.ssa.gov/oact/cola/colaseries.html>

The appropriate percentage shall be added after all contractual increases.

#### **Appendix D**

The following provision shall be adopted into all grievance or dispute resolution language prior to arbitration:

*Any controversy, dispute or claim arising out of or relating to this [contract] or breach thereof shall first be settled through good faith negotiation [OR company employment program] [other]. If the dispute cannot be settled through negotiation [OR company employment program] [other], the parties agree to attempt in good faith to settle the dispute by mediation.*

#### **Appendix E**

##### Medical & Dental Plan Co-Pay

The medical plan co-pay is Kaiser, thirty dollars (\$30) for current employees. Delta Dental Insurance will renew with no co-pay effective 1/1/15.