

COLLECTIVE BARGAINING AGREEMENT

Between

**United Food and Commercial Workers
District Local 431
Davenport, Iowa**

And

**R.A Jones
Davenport, Iowa**

Effective: October 21, 2019

Expires: April 23, 2023

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AGREEMENT

This agreement made and entered into by and between R.A Jones & Co., Davenport, Iowa, hereinafter referred to as the Company and the United Food & Commercial Workers District Local No. 431, hereinafter referred to as the Union.

WITNESSETH:

PURPOSE OF AGREEMENT

- 1A** It is the intent and purpose of the parties hereto that this agreement shall constitute a contract between these parties since July 20, 1953, and said contract may be amended from time to time, and that any alterations, changes or modifications herein shall be construed as amendments to this original contract; further, it is the intent and purpose of the parties hereto that this agreement shall promote and improve the industrial and economic relationship between the Company and the Union, and to set forth herein rates of pay, hours of work and working conditions of employment to be observed between the parties hereto.
- 2A** It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union, which will permit safe, economical and efficient operation of the plant.
- B** The parties hereto agree that all employees regardless of race, creed, age, sex, nationality, disability or other protected status shall be treated equally and justly by the employer, the union and fellow employees. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

RECOGNITION OF THE UNION

- 3A** The Company recognizes the United Food and Commercial Workers District Local Union No. 431 as the sole collective bargaining agent for all its production and maintenance employees, and agrees to deal only with the duly authorized representatives of the Union on all matters relating to grievances, wages, and other conditions of

employment.

- 4A** For the purpose of this agreement, maintenance and production employees shall include plant employees but shall not include Research & Development Employees, Salaried Inspection Supervision, Salaried Supervisors, Office, Clerical, Plant Protection people and people taking inventory.
- 5A** The employees shall be represented by the Union through Stewards. The Union shall have the right to have at least one (1) Steward for each twenty-five (25) employees or major fraction thereof on a shift, but shall have the right to have at least four (4) Stewards and one (1) Chief Steward on the day shift and one (1) Steward on each other shift regardless of the number of employees. The Chief Steward shall not be counted in the numerical ratio of Stewards. The Chief Steward, in recognition of his duties in administering the Agreement, shall be regarded as having one (1) more day seniority in his classification than the most senior incumbent of his classification for purpose of reduction or layoff.
- 6A** The Union shall furnish the Company with a list of its duly authorized officials and Stewards and maintain the list up to date. The Company shall likewise furnish the Union with a list of its authorized supervisory personnel and maintain the list up to date.
- 7A** Supervisory personnel shall not perform any work covered by the Agreement except in cases of emergency or for the purpose of instruction and except that (1) Supervisors may transport material within their areas of responsibility and (2) in the case of a night Supervisor due to the size of the operation (thirteen [13] or fewer persons requiring support services) it will be considered an emergency during those times when no qualified person is available on the shift to do set up, tool grinding, etc. This section shall not apply to salaried Inspection Supervision in regard to developing inspection procedures, trouble-shooting and/or determination

of final quality of the Company's products or their components.

MANAGEMENT

- 8A** The management of the Company and the direction of the working force, including the right to hire, transfer, promote, demote, discipline, establish rules and regulations or discharge for cause; the right to increase or decrease the working force as necessary and to determine the number of employees to be employed on each shift and in each classification, to make work assignments, the scheduling of hours and shifts; the right to discontinue, transfer or subcontract part of its business operations; to expand, reduce, combine, transfer or cease any job classifications or operations; and, to establish and change job duties, standards and requirement to perform work, the products to be manufactured, the schedule of production, the methods, processes and means of production is vested solely in the Company. The listing of specific management rights in this article is not intended to be nor shall it be considered restriction of or a waiver of any of the rights of the Company not listed and not specifically surrendered by a specific provision of this agreement, whether or not such rights have been exercised in the past. Further provided such actions by the Company are in accordance with the terms and conditions of this agreement and are not used for the purposes of discrimination against any employee represented by the Union. In the event that the Company decides to transfer a classification outside the Davenport plant, it shall give thirty (30) days notice to the Union of the reasons for the transfer and shall enter into good faith discussions with the Union to explore alternative solutions.

The Company may allow outside vendors to stock Perishable and Commercial Commodity items at various sites in the plant as follows:

Assembly area: Commercial fasteners, i.e., nuts, bolts, washers, cotter pins, grease (Zerk) fittings, and similar fastener items and electrical equivalents of fasteners, i.e., splices, terminals, terminal strips, fuses, holders, tie wraps, and Panduit (wire duct), and similar electrical fastener items.

Machine Shop area: Cutting tools, i.e., drills, counterbores, milling cutters, reamers, taps, carbide inserts, band saw blades, and similar cutting items.

Grinding area: Grinding supplies, i.e., grinding wheels, dressing points, dressing sticks, and similar grinding items.

Met-Fab area: Punches and dies. Welding supplies, i.e., wire, rod, solder, flux, welding gas, welding gun tips, and similar items. Deburring and polishing supplies, i.e., sanding belts, burrs, polishing compound, mounted stones, and similar items.

The Company will not abuse its right to use outside vendors.

- 9A** The Union agrees to cooperate with the Company in all matters pertaining to improving and expanding the Company's business, and shall do everything within reason to promote to a high degree the efficiency and workmanship of its members.
- 10A** The Union and the employees whom it represents shall not object to time studies or studies in efficiency in operation being made in the plant.

UNION SECURITY

- 11A** All present employees who are members of the Union shall maintain their membership during the period of this Agreement by the regular payment of dues.
- 12A**
1. Any employee not a member of the Union shall join sixty (60) working days after the effective date of this provision, and any new employee shall join the Union sixty (60) working days after the date of their employment, and shall maintain his membership during the period of this agreement by the regular payment of dues.
 2. Any employee not a member of the Union shall, sixty (60) working days after the effective date of this provision, and any new employee sixty (60) working days after the date of his employment shall, in consideration of the Union's expenses in acting as his Collective Bargaining Representative pay to the Union as a condition of employment an amount equal to the initiation fee and periodic membership dues.
- B** One or both of these paragraphs are nonoperative until the State and Federal laws make it possible. In the event both become operative, paragraph 1 will supersede paragraph 2 and paragraph 2 will become void.
- 13A** On Friday of each week the Company will deduct from the pay of members of the Union their Union dues and assessments as indicated on lists submitted to the Company by the Union from time to time. Union dues will be computed on the basis of the minimum hourly rate in effect at the time and in accordance with the formula submitted to the Company by the Union from time to time. The initiation fees of the employees who have joined the Union shall be deducted from the employee's paycheck in four (4) equal amounts during the four-month (4) period starting with the

second paycheck earned and payable following the sixtieth (60th) day of work. The deduction of Union dues shall start with the month in which the employee's membership in the Union becomes effective. No deduction from the employee's pay for either Union dues or initiation fees or assessments shall be made by the Company without the employee's confirmation in writing to the Company through the Union of such employee's membership in the Union and acceptance of the check-off provisions.

- 14A** All dues and initiation fees deducted by the Company under the provision of this section shall be remitted promptly to the Financial Secretary-Treasurer of the District Local Union, whose name shall be placed on file with the Company by the Union in writing.
- B** There shall be no financial liability on the part of the Company under this Index, except for the actual sums deducted.
- 15A** If the present laws of the State of Iowa affecting Union security in collective bargaining contracts are changed so that a Union Shop may be lawful under the law of Iowa, the provisions of Index 11 shall become effective immediately.

GRIEVANCE PROCEDURE

- 16A** Within fourteen (14) calendar days from the date of the act or conditions complained of, the dispute or the grievance shall be taken up by the aggrieved employee and/or the designated Steward in keeping with the steps of the grievance procedure below. In no case will the Company be liable for any claims for retroactive pay for a period longer than ninety (90) working days after the act or event giving rise to the employee's grievance.

- B** An employee who is unjustly laid off shall receive back pay for the period of time he was on layoff, less the amount received for wages earned during the period of layoff or through Unemployment Compensation provided the Company is notified in writing of the alleged error within ten (10) calendar days after the day the layoff list is mailed to the Union, and such claim is substantiated. Such back pay shall not exceed the pay received by the employee who was retained in error on the payroll.
- C** Step 1. The aggrieved employee, accompanied by his Steward if the employee desires shall consult with the employee's supervisor. If a group of employees are involved in the grievance, the Steward shall represent the employees together with one (1) of the employees involved. If the grievance is not resolved verbally, within three (3) working days, the grievance shall be reduced to writing and submitted to the aggrieved employee's Supervisor. The written grievance shall state the Article and section of the Agreement violated, the date of the violation, the relief sought and the names of the employees affected. The Supervisor shall give his written decision within three (3) working days from the date he received the written grievance. If the Union is not satisfied with the answer it may appeal the grievance to Step 2 within three (3) working days of notification of the Supervisor's answer or when the answer was due, whichever occurs first.
- D** Step 2. The Union shall submit written grievances within the three (3) day limit and the grievances shall be submitted by the Chief Steward to the Human Resource Manager. A meeting shall be arranged with the Employee Relations Director by the Chief Steward within two (2) working days from the receipt of the written grievance by the Human Resource Manager. The Chief Steward and Company representatives shall meet to discuss the grievance. The aggrieved employee, and if necessary the employee's steward may be present.

The Business Representative shall be called in at this step. The Company shall give its answer within two (2) weeks of the date of the meeting. In case of failure to arrive at a mutual agreement in Step 2, the Union may submit the grievance to arbitration by giving the Company written notice with a request to proceed to arbitration within five (5) working days after receiving the answer in Step 2.

- E** Step 3. If within ten (10) working days after receipt of a written request for arbitration, the parties are unable to agree upon an arbitrator, the Union shall request a list of seven (7) names from the Federal Mediation and Conciliation Service. Within twenty-one (21) days of receipt of a list of arbitrators, the parties shall strike names, alternating, with the party requesting arbitration striking the first name and the remaining person will be selected. Arbitration costs shall be borne equally by the Company and the Union. The findings of the arbitrator shall be final and binding on all parties.

The arbitrator shall have no right to modify, amend, or add to the terms of this agreement or to require of the employer, the Union or any employee of the employer any act which is not required by law or by this agreement to be performed. It is understood that general wage changes shall not be subject to arbitration.

All awards of back pay shall be limited in the amount of back wages the employee would have otherwise earned from his regular and normal employment with the Company during the period between his termination and reinstatement, if reinstatement is ordered, less any unemployment or other compensation for personal services which he may have received from any source during the period.

- F** Grievances not filed or appealed within the designated time limits will be treated as having been dropped. The time limits at any step or for any meeting may be extended, in writing by mutual agreement of the parties involved in that particular step. Failure of the Company to answer grievances within the time limits prescribed in each step of the grievance procedure, shall permit an appeal by the employee or the Union to the next step of the procedure.
- 17A** It is agreed that the Union shall be furnished with any and all pertinent information requested for the study and processing of grievances.
- B** No grievance shall be recognized which challenges an employee's classification if he has held that classification for thirty (30) consecutive calendar days and no grievance has been filed during that time.
- 18A** An employee, Steward or Chief Steward must obtain the consent of their Supervisor to discuss a grievance during working hours, for a reasonable period of time, which consent shall not be unreasonably withheld. There shall be no discussion among employees on matters pertaining to the Union during working hours except for grievances as outlined above.
- 19A** An accredited Business Representative of Local 431 shall be granted access to the plant during normal working hours after notifying and making such arrangements as may be necessary with the Human Resource Manager or in his absence, the Vice President of Manufacturing.
- 20A** A grievance involving the discharge of an employee must be submitted by the employee or his Union Representative to the Human Resource Department not later than three (3) working days from the date of the discharge or three (3) working days from the date the employee was notified of his discharge, whichever is later.

NO STRIKE/NO LOCKOUT

- 21A** The Union agrees on behalf of itself, its officers, agents, members and employees represented by it, that it nor they will, during the life of this Agreement, or any extensions thereof, incite, call, sanction, condone or participate in any strike, picketing, stoppage of work, slow-down or withholding of services in recognition or support of issues involving employees or individuals outside the bargaining unit encompassed by this Agreement or intentionally interfere with production of any kind for any reasons. In the event of any of the above actions, the Employer shall notify the officers of the Union and the officers shall take whatever lawful steps are necessary to prevent or terminate the prohibited conduct. No employee shall refuse to cross a picket line during the term of this Agreement. Any employee participating in any action prohibited by this article or who refuses to perform his duties because of a strike or picket line shall be subject to discharge.
- B** The Employer agrees that neither it nor its representatives will put into effect any lock-out during the term of this agreement. The term lock-out does not include layoffs, a curtailment of operations, vacation, plant shutdowns, termination of employees or complete or partial termination of the Employer's business.

HOURS OF WORK

- 22A** For the purpose of this agreement, the regular work week shall consist of five (5) consecutive daily shifts. Monday shall be recognized as the first day of the regular work week.

The following will be the standard shift hours:

First Shift: 7:00 a.m.-3:00 p.m.

Second Shift: 2:45 p.m.-10:45 p.m.

Third Shift: 11:00 p.m.-7:00 a.m.

The Company reserves the right to change, alter or modify the standard shift hours but will not do so arbitrarily or capriciously. Nothing in this Section shall be construed to prevent the Company's right to schedule overtime.

- 23A** This section is intended only to provide a basis for the calculation of overtime and it shall not be construed as a guarantee of hours of work per day or per week. The normal scheduled straight time workday for all employees covered by this agreement shall be eight (8) hours. The normal scheduled straight time work week shall be forty (40) hours per week. All work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid for at a one and one-half (1-1/2) times the employee's regular hourly rate of pay. It is understood and agreed that both daily and weekly overtime will not be paid for the same hours worked.
- B** The normal first lunch period shall not exceed fifteen (15) minutes and will count as time worked. Such period shall be scheduled by the Company approximately midway between the ten (10) minute rest period and the end of the shift.
- C** Basic Hourly Rate or Regular Hourly Rate, whenever it appears in this agreement unless otherwise specified, shall be interpreted to mean the hourly rate of pay without premium or differential an employee receives in the classification in which he appears on the classification seniority list.
- 24A** Except in cases of emergency, employees shall be notified at least one (1) hour before quitting time of the Company's intention to work the employee overtime on that workday.

The following will be the standard daily overtime hours:

First Shift: 5:00 a.m.-3:00 p.m.

Second Shift: 2:45 p.m.-12:45 a.m.

Third Shift: 9:00 p.m.-7:00 a.m.

The Company reserves the right to change, alter or modify the standard daily overtime hours but will not do so arbitrarily or capriciously. Nothing in this Section shall be construed to prevent the Company's right to schedule overtime.

- B** When Saturday work is scheduled, Saturday is a scheduled workday and the obligation to report to work or properly report an absence is the same as on a weekday. When Saturday work is scheduled and notice is given prior to 11:00 p.m. on Wednesday, a bulletin board notice will constitute adequate notice. It is the responsibility of each employee to read his bulletin board. If notification is made after 11:00 p.m. on Wednesday, a notice stating who is to work on Saturday will be brought to each employee involved.

Employees shall have the option of declining no more than one (1) Saturday overtime event per calendar month in accordance with the notice procedures in this paragraph. The Company reserves the right to refuse the employee's request if it would result in the absence of 25% or more of a classification or one person per classification with less than four (4) persons. To exercise the employee's option to decline, the employee must notify his supervisor at least by the end of their work shift 48 hours before overtime is scheduled of their inability to work overtime. In the event Saturday overtime is scheduled within 48 hours of when the overtime is to be worked, the employee will notify his supervisor of his inability to work by the end of the employee's work shift during which he is notified.

Sundays are voluntary. However, if an employee volunteers to work on Sunday, then Sunday becomes a scheduled workday and the obligation to report to work or properly report an absence is the same as on a weekday.

- 25A** One and one-half (1-1/2) times the regular hourly rate shall be paid for all hours worked on Saturday, except the time and one-half provision shall not apply to employees who are absent without permission or who fail to work the hours as scheduled during the work week in compliance with other provision regulating hours of work in this agreement. If an employee is absent due to accident or sickness, he shall be considered absent with permission provided he meets the requirement of Index 90 (Sick Leave) of this agreement with respect to proper notification and submission of acceptable medical evidence.
- B** For the purpose of this section, Saturday shall be the consecutive twenty-four (24) hour period starting on Saturday at 12:01 a.m. (Any portion of a shift beginning prior to 6:00 p.m. Friday which extends beyond 12:01 a.m. Saturday shall be considered as Friday work.)
- C** Premium pay provided for in this Index shall not be pyramided on premium pay payable under any other section of this Agreement for the same hours worked, except in the case of premium pay for excess hours of work without a meal period which may be payable under Index 33.
- D** Holidays falling on Saturday and not worked shall be compensated at the same rate as holidays falling on other days of the week.
- 26A** Double the regular hourly rate shall be paid for all hours worked on Sunday. For the purpose of this index, Sunday shall be the consecutive twenty-four (24) hour period starting on Sunday at 12:01 a.m. If a shift starts after 10:00 p.m. on

Sunday and extends into Monday, the entire shift shall be considered Monday work.

- 27A** Overtime in a classification must first be scheduled or offered to employees who are regular incumbents of that classification.

Out of classification overtime may be offered provided all incumbents of the overtime classification have been scheduled or offered an equal or greater amount of overtime, on any given day.

- 28A** All full time hourly paid employees, who report for work and work the hours as ordered on the first (1st) day of the regular work week, shall be guaranteed the following hours at their regular hourly rate:

1. Forty (40) hours during holiday weeks including eight (8) hours holiday pay for each holiday.
2. Thirty-two (32) hours during a maximum of twenty-six (26) work weeks each year and thirty-six (36) hours during the remaining work weeks each year.

During the term of this agreement, if employees in a classification are assigned to work an aggregate of twenty-six (26) work weeks of thirty-two (32) hours, then they shall not be assigned to a thirty-two (32) hour work week for a period of thirteen (13) consecutive weeks. When a classification is working a thirty-two (32) hour work week, the Company will distribute any excess work hours among employees within the classification in the same manner as overtime is distributed under Index 34A.

- B** However, in the event of unexcused absences, employees shall forfeit their total guarantee for the week, and in the event of excused absences, the employee's guarantee shall be reduced by the number of hours worked by his group on each

day of such absence during the week. In the event of tardiness, employees shall have their guarantee reduced by the extent of time of their tardiness during the week.

- C** Any overtime hours worked shall apply towards the employee's guarantee for the week, but any overtime penalty shall be paid in addition to the guarantee.
 - D** This section does not apply to probationary employees.
 - E** In the event the Company's operations cannot begin or continue due to recommendation of civil authorities; or public or private utilities fail or are unable to supply electricity, water or other such services as required; or the interruption of work is caused by an Act of God or other emergency beyond the control of the Company, the employees shall receive pay only for hours actually worked and shall not be governed by the daily or weekly minimum pay requirements of this Agreement.
- 29A** All full-time hourly paid employees, who report for work without previous notification by the Company not to report to work, shall be guaranteed a minimum of four (4) hours work or pay in lieu of work for that workday, and such pay shall be at their regular hourly rate of pay.
- B** Such guarantee time shall start at the time the employee is directed to report for work on that day. If an employee is tardy, his guarantee shall be reduced by the extent of his tardiness.
 - C** The Company shall not be liable for the four (4) hour guarantee in the case where an employee returns from sickness, illness, or compensable injury, and is found unfit for work by the Company doctor. The Company doctor's decision shall be controlling and final in determining fitness for work.

- D** An employee who is sent home under the conditions of this paragraph, and who has presented a full release upon reporting for work from his own doctor, shall not lose wages for time spent the morning of the return in waiting for and being examined by the Company doctor. Time spent shall be compensated for at the employee's regular hourly rate.
- 30A** An employee who has completed his scheduled day's work and has left the plant premises and is recalled to perform other work within twenty-four (24) hours from the time he started such day's work, shall be paid for all time worked, following such recall, within such twenty-four (24) hour period, at one and one-half (1-1/2) times his regular hourly rate, and will be guaranteed a minimum of four (4) hours work or pay in lieu of work at one and one-half (1-1/2) times his regular hourly rate, in addition to his pay for hours worked after the start of his new day's work in accordance with his prearranged starting time. If recalled for other work on Sunday, two (2) times his regular hourly rate shall be paid in lieu of the one and one-half (1-1/2) times.
- B** Unforeseen spare part orders received after working hours which involved less than one (1) hour's work to process, shall not be grounds for call-in. However, one (1) Material Handler, shall be paid one (1) hour's pay at straight time in lieu of being called in. Payments shall be rotated among employees in this classification.
- C** If, on a Saturday or Sunday, an employee is temporarily assigned to perform work in another classification, and no incumbent of that classification is working, then an incumbent of that classification will be paid for the amount of time the employee was temporarily assigned by a supervisor with a guaranteed minimum of two (2) hours to be paid automatically. Such pay will be at the applicable Saturday or Sunday overtime rate. The provisions of this Paragraph are intended to cover unexpected situations, otherwise Index 27A applies.

- D** Premium pay provided for in this Index shall not be pyramided on premium pay payable under any other section of this Agreement for the same hours worked.
- E** This shall not apply to any work performed by an employee after he has started a new day's work in accordance with his prearranged starting time.
- F** When preventive maintenance work or maintenance work that is best performed during non-productive hours is scheduled for plant shutdown periods, maintenance personnel who voluntarily work those hours shall be paid at double time.
- 31A** It is agreed that all employees shall be granted a ten (10) minute rest period approximately midway between the start of the shift and the lunch period. A bell or signal buzzer will announce the beginning and end of this period. The purpose of this period is to allow employees time to visit, relax, make purchases from the vending machines and take care of other personal needs. Loitering, wandering or wasting Company time during other times of the day will not be tolerated.
- 32A** Employees are not to begin personal cleanup or clothes changing until the bell or buzzer signaling the end of the shift is sounded.
- 33A** Employees working more than ten (10) hours in any one (1) day shall be given their second lunch period not later than the tenth (10th) hour of work and the Company agrees to provide the employee with \$3.50 to purchase a meal. The employee will suffer no loss of pay for the time spent in eating, the paid time shall be twenty (20) minutes.
- 34A** There will be established approximate equal distribution of overtime hours available for all regular employees within each classification as far as practicable. This does not

obligate the Company to give all employees in a classification the same hours of work per week, but the hours of work within the classification shall be equalized on a quarterly basis over a calendar year to the extent practicable.

The Company shall monthly post by the 15th of each month a listing by classification of individual cumulative overtime hours worked and overtime hours declined except for overtime hours declined because of a Company request for a shift change to work overtime.

In making overtime assignments during the following months the Supervisors will make all reasonable efforts, in accordance with the terms of this paragraph, to correct inequities in overtime distribution.

The Steward, and Supervisor will review the overtime records for distribution inequities on a monthly basis. If distribution inequities are not rectified within the following month the Vice President of Manufacturing and the Chief Steward will meet, review and rectify the situation.

B Employees shall be charged as having worked overtime for all hours worked for which they receive time and one-half or double time, hours of such work they are offered and refused, and such hours they would have worked had it not been for their absence from work or classification regardless of the reason for absence. Overtime worked outside their classification shall be charged to the classification in which they worked. The overtime record shall be available to the steward.

35A Employees who are injured at work must report such injury to their supervisor, if available, and the Human Resources Department, promptly, regardless of how slight the injury may be. Treatment in a doctor's office or a hospital for employees who suffer injuries or illnesses which arise out of and as a result of their work, will be furnished by

the Company. Appointments with doctors for such employees will be scheduled by the Human Resources Department. If an appointment cannot be made after working hours, the employee will be compensated at his regular hourly rate for time lost from work, if any, as a result of keeping the appointment.

- 36A** Employees who are required by the Company to take a periodic physical checkup examination, including employees who are returning from injury or illness, will be paid for such time as is necessary for the examination by the Company at the employee's regular hourly rate. If the examination is given other than during an employee's scheduled working hours, he shall be paid at his basic hourly rate for the time necessary for the examination, starting from the time he is scheduled to report and until he is released.
- B** This will not apply to employees who are required to be examined by the Company physician to determine physical fitness for returning to work after layoff.
- C** Employees who are absent for extended periods of time shall notify their supervisor prior to the day of return as to when they will be able to return to work. Such notification shall be during working hours. An employee who is unable to obtain a release before Saturday may call on Friday and indicate the probability of his return on Monday. A doctor's certificate, acceptable to the Company, shall be furnished to the supervisor by the employee at the time of return. For the purpose of this index, an extended period of time shall be defined as a period of more than four (4) working days.
- D** In general, doctors' certificates will not be required for periods of absence up to and including four (4) days, but in any individual employee's case the Company reserves the right to so notify such employee with a copy to the Union Office, that effective from that date on the Company may require proof of illness for absences less than four (4)

working days.

E Employees attending conventions, conferences and other Union duties shall absent themselves without pay to attend to such duties. Pay for time spent in settlement of grievances shall cease at the end of the employee's normal regular shift. Pay for time spent in contract negotiations shall be borne equally by both parties not to exceed eight (8) hours pay for each day in attendance for negotiations. A maximum of three (3) employees shall absent themselves for contract negotiations.

37A Employees who suffer compensable injuries and are sent home by the Company physician will be paid at their basic hourly rate for the time lost on the day the compensable injury occurs.

B Any full-time employee with six (6) months of service who is unable to work because of a disability which arose out of and during the course of employment will be eligible for sick leave benefits beginning on the first (1st) full day of such disability. Employees so injured shall be sent to the Company physician for treatment. The decision of the Company physician with respect to the length of time required off shall be controlling and final. Nothing in this provision shall affect any right accrued to either party under the State Workers Compensation Act. The employer shall receive credit for any payment made under this provision should compensation be paid. There shall be no pyramiding of any wages and/or benefits paid.

SENIORITY

38A Seniority shall be continuous from the first day of hire, however, all newly hired employees shall be considered on probation for the first sixty (60) working days of their accumulated service. When the probationary period is completed, the employee's length of service will date back to

the starting date of his most recent employment.

The probation period may be extended to a maximum of the first one hundred twenty (120) working days with the mutual consent of the union. Approval by the Union will not be unreasonably withheld.

Such service must be completed within one (1) year. During this period, the probationary employees shall have all rights and be subject to all other duties prescribed by the contract, except that the employee is subject to transfer, or termination, by the Company without recourse to the grievance and arbitration procedure. In the event that one (1) or more employees have the same start date, they shall have their plant seniority established based on the alphabetical order of their last names.

- B** Working days shall be defined for the purpose of this section as days actually worked.
- C** Part-time employees acquire no seniority rights as provided in this section until they are granted full-time employment. Part-time employees who become full-time employees in the same classification will have their probationary period reduced by the number of hours worked in the classification as a part-time employee provided there is no interruption in service between their part-time status and their full-time status.
- 39A** There will be no responsibility for re-employment of probationary employees if they are discharged or laid off during the probationary period.
- 40A** Seniority rights shall prevail by plant within each classification. In reducing a classification those employees with the least plant seniority regardless of shift will go out of the classification. Employees so reduced will go back to their one last previous classification if they have enough

plant seniority to do so. Such reduced employees may displace the least senior employee in that one last previous classification or displace the least senior employee in that classification on the shift of the employee being reduced if they have enough plant seniority. Where rearrangements are required, employees will be reduced from a classification in accordance with their plant seniority. For the purpose of this section employees in an A-B progression group as defined in Index 43 shall be deemed to be members of a single classification. An employee so reduced will not be able to reduce to another classification, but if he is restored to his preferred classification, he may again go back to his one last previous classification if he is again reduced.

The Company may offer a voluntary lay-off for a specific period of time, to be determined by the Company.

- B** Employees reduced by virtue of the above paragraph will be offered restoration to their former classification as vacancies arise in accordance with their plant seniority in that classification. If an employee refuses restoration to a classification, he will forfeit all rights to that classification. Such restorations will take place before the vacancies are posted under the posting procedure.
- C** An employee who is reduced to or restored to a previous classification by virtue of this paragraph whose rate in that previous classification was between the "B" rate and the "A" rate will receive a rate in that classification equivalent to the "B" rate plus the same number of cents per hour over the "B" rate he was receiving when he last occupied that classification.
- D** An employee who is reduced from a classification by virtue of this Index 40 who does not have enough plant seniority to return to his one last classification or who has no previous classification and who has five (5) years or more of plant seniority at the time of reduction may displace the least

senior employee in the bargaining unit provided he meets the training or experience requirements required to be eligible to sign a job posting for the classification occupied by that one (1) least senior employee. The least senior person displaced will be considered to be laid off.

Employees who exercise their right under this provision will gain no rights to the classification they occupy by virtue of this provision and will restore to their former classification as if they were reduced from it.

Employees exercising their right under this provision must demonstrate their competence to perform the duties of the classification they occupy by virtue of this provision within ten (10) days worked in that classification. If they fail to do so, they shall be laid off and will not be able to exercise this right again at that time.

- E** Employees who qualify under 40D above will be informed by the Union and exercise their right under this provision in the order of their plant seniority.
 - F** At the time an employee who qualifies under 40D above is notified that he is to be laid off, he shall indicate in writing his preference to exercise this right or to go on layoff.
 - G** An employee with at least one (1) year of plant seniority at the time of layoff may displace the one (1) least senior employee in the plant who has not completed his probationary period in accordance with the procedures set forth in 40D, E and F.
 - H** If any employee's current or previous classification gets absorbed, reduced or combined into another classification, they shall acquire seniority rights in the newly combined or reduced classification.
- 41A** When vacancies occur, the following procedure will be

followed as applicable in the order shown:

1. Shift transfer requests.
2. Classification reductions or restorations.
3. Recalls to regular or secondary classification, in seniority order.
4. Classification progressions.
5. Postings.
6. Recalls from layoffs to other classifications.
(Temporary classification)
7. A Trainee classification may be posted if there are no qualified candidates for a "B" classification opening.
8. Consider present part-time employees.
9. Hire new employees.

B In recalling an employee from layoff, the Company shall attempt to contact people by telephone at the employee's last known phone number. If the Company is unable to reach the employee by telephone, the Company shall send a certified letter to the employee at his last known address, as shown by the records of the Company. The employee shall contact the Company within ninety-six (96) hours of the deposit of the letter of recall in the United States Mail, and report for physical examination and/or work as directed. In the event the ninety-six (96) hour period expires on Sunday, one hundred twenty (120) hours shall apply. Employees on layoff will keep the Human Resources Department informed of their correct address.

Employees who are recalled after being on layoff status for a period of two years or more shall undergo a fitness for duty examination.

- C** Failure to report as outlined above will constitute refusal of recall.
- D** Employees on layoff who refuse to return to work in their own seniority classification to any shift, when recalled on the basis of their plant seniority within that classification, shall be considered as quit and their employment will be immediately terminated.
- E** If an employee on layoff refuses to accept work or chooses during the trial period not to accept the job when recalled to a classification other than one in which he holds recall rights on the basis of his plant seniority the Company will not be required to recall such an employee to the classification other than one in which he holds recall rights.
- F** Employees recalled from layoff to a classification other than one in which the employee holds seniority must be able to perform the duties of the classification after a reasonable period of not less than one (1) week. Employees without training or experience in the classification need not be considered and will not be charged with refusal of recall. Qualification for recall under this provision will be determined from information in the employee's file relating to the employee's work history and capabilities, classification history with the Company, and information obtained from the employee's supervisor(s) regarding the employee's competence in classifications which do not appear in Company records. If an employee cannot perform the job as outlined above, the Company may return him to layoff status. If an employee on layoff has been recalled to two (2) jobs and has been unable to perform either job satisfactorily, the Company will not be required to recall such employee to any classification other than his seniority classification.
- G** If an employee is disabled at the time of recall, he will not be charged with refusal and will remain on layoff. The

Company may require medical evidence of such disability.

H Employees temporarily in a classification other than one of their seniority classifications by virtue of being laid off and recalled on the basis of their plant seniority will not accumulate seniority in a temporary classification and must return to their permanent seniority classification when recalled. Such an employee may acquire permanent seniority in his new classification if he signs a waiver of seniority rights and transfers to the new classification. This waiver must be signed within six (6) months from the date he last enters the classification and after the trial period has been successfully completed.

42A Employees who are to be laid off will be given advance notice of not less than seven (7) days counting the day of layoff. This policy will be deviated from only in the event the Company's operations cannot begin or continue due to recommendation of civil authorities; or public or private utilities fail or are unable to supply electricity, water or other such services as required; or the interruption of work is caused by an Act of God or other emergency beyond the control of the Company.

43A In certain cases, where classifications are closely related by the nature of their duties, they may, by mutual agreement, be considered as a classification progression. Classification openings in the above groups may be filled by progression and if no employee qualifies, the classification shall be filled as prescribed in the job posting procedure.

B The qualifying periods set forth in Index 54 shall apply to persons who progress into a new classification in a progression group.

C The employee with the most plant seniority in the classification will receive first consideration for openings in the next higher classification within the progression group.

44A Employees inducted into the Service of the United States under the Selective Act of 1948 and its amendments, or who enlist after its enactment in accordance with the provisions governing such enlistments, shall retain seniority rights in conformance with the provision in the Act and its amendments.

45A Employees leaving the bargaining unit to accept a job with the Company outside of the Unit shall retain all rights previously held in the Unit for a period of six (6) months.

46A Employees who are elected or appointed to a full-time position with the Union, upon the request of the Union, shall be granted a leave of absence for the duration of such service, and upon one (1) week's notice of their desire to again return to work for the Company, shall be reinstated without loss of plant seniority rights.

47A Employees who are laid off shall retain all seniority rights for the periods indicated:

1. Employees with less than two (2) years seniority at time of layoff:

Retain all seniority rights for a period of two (2) years.

2. Employees with two (2) years of seniority or more at time of layoff:

Retain all seniority rights for a period of four (4) years.

All employees on layoff for periods greater than set forth in 1 or 2 above will be separated from the Company with loss of all rights except as provided for in the R.A Jones & Co. Pension Plan for Hourly Employees.

48A An employee absent from work continuously for more than eighteen (18) months due to sickness or accident may be separated from the Company with the loss of all rights except as provided for in the R.A Jones & Co. Pension Plan for Hourly Employees, unless contrary to Federal, State or Local law.

49A Any employee who is discharged for cause, or quits, shall terminate his seniority. For the purpose of seniority, employees shall be considered quit if they:

1. Write or inform supervision they have quit or are quitting.
2. Fail to return to work when recalled from layoff to a seniority classification.
3. Fail to return to work when approved leave of absence expired.
4. Are absent for two (2) consecutive working days without notification to the Company concerning such absence.
5. Fail to meet the requirements of Index 41 and/or any other indexes covering quit or dismissal.

50A It is the intent of this contract that in general, production work will be performed by regular full-time employees. However, it is recognized that part-time workers may be required to meet production schedules and may be so employed. A part-time employee is one who is regularly scheduled to work not more than thirty-six (36) hours per week. Part-time employees are not eligible to participate in overtime. A part-time employee will not be employed in a classification if an employee on involuntary layoff is qualified to perform the duties of that classification. A part-time employee may not be employed over ninety (90)

calendar days without the mutual consent of the Union.

51A Employees may be temporarily assigned to work in another classification for a reasonable period of time for the following reasons:

1. Temporary increase or decrease in workload;
2. In lieu of layoff;
3. Temporary replacement for sickness, accidents, vacation or leave of absence.

B An employee's rate shall not be reduced while temporarily assigned to any other classification and his seniority will not be affected.

C An employee shall have the right to return to his seniority classification within fifteen (15) working days after submittal of a written request to supervision. Such written request may only be made to supervision after the fifteenth (15) working day of the temporary assignment. Such employee will not be temporarily assigned for fifteen (15) working days thereafter, unless the employee agrees to the temporary assignment. The Company will not temporarily assign an employee into a classification for more than fifteen (15) working days if a worker in that classification is currently on lay-off. The fifteen (15) working days will reset January 1 of every year beginning January 1, 2017. The Company will not temporarily assign an employee to a classification if the temporary assignment would result in an involuntary shift assignment of an employee in that classification. An employee will not spend more time temporarily assigned out of his classification than in his seniority classification during any calendar year unless by mutual agreement of the parties.

52A When there are rate, classification, or employment changes, the Company will provide the Employee Change of

Status forms to the Union and the Stewards on a weekly basis. The Employee Change of Status forms shall be required for temporary assignments over three (3) days.

- 53A** An employee who has once qualified in a classification shall not be disqualified from that classification except for continuing and substantiated inability to perform the requirements of the classification.

JOB TRANSFERS

- 54A** Vacancies which are not filled within a classification in accordance with Index 40 will be posted on the plant posting bulletin board for a period of forty-eight (48) hours exclusive of Saturdays, Sundays or holidays. Job postings for vacancies as per Index 41A will remain active for a period not to exceed six (6) months following the posting.

In classifications where a "B" to "A" progression exists the job positions shall be posted as a "B" opening.

- B** Except for probationary employees and employees with less than six (6) months seniority, any full time employee with the skills and abilities to perform the requirements of the posted classification may sign the posting thus applying for transfer to that opening. Qualified applicants will be considered in the order of their plant seniority.

Applicants who do not possess the skills and ability to perform the requirements of the classification will not be considered.

- C** The Company will review qualifications and work records to determine eligibility for promotion and transfer.
- D** Consideration of qualifications of applicants and notification to the senior qualified applicant will be

concluded as promptly as is practical following the completion of the posting process described in this index. The expected duration of and the reason for any delay in filling the posted opening will be communicated to the senior qualified applicant.

- E** If an employee who moves into a new classification under this provision changes his mind within a period of ten (10) accumulated days worked in the new classification, he may return to his previous classification.
- F** It is the intent of the parties that employees shall be promoted from within where qualifications permit.
- G** If a transferring employee fails to demonstrate his competence in the new classification, he may be returned to his former classification within a period of twenty (20) accumulated days worked in the new classification for "A" or "B" classifications or within forty (40) accumulated days worked in the new classification for Trainee classification without loss of seniority rights in his former classification.
- H** Any trainee who is receiving less than the "B" rate for a classification shall receive the "B" rate when he meets the qualifications of the "B" classification or upon satisfactory completion of the forty (40) day qualifying period, whichever is sooner.
- I** If a reduction is necessary in a classification, Trainees for that classification will be reduced first.
- J** An employee who transfers under this section and who satisfactorily completes the qualifying period will not be entitled to exercise his rights under this provision for a period of six (6) months from the date of his last transfer.
- K** An employee shall be considered to have seniority rights in a classification when he has successfully completed his

trial period.

- L** An employee reduced from a classification during a trial period other than by his own choice or by disqualification will not be required to sign a posting for the next subsequent opening in that classification.
- M** An employee who is laid off from a classification to which he has transferred will be eligible for reduction to his former classification in accordance with Index 40. Employees so reduced will be eligible for restoration to their regular classifications as vacancies arise in accordance with their plant seniority in that classification as noted in Index 40.
- N** An employee who posts to a higher rated classification will receive the rate for that classification when he can satisfactorily perform the requirements of the classification. An employee who posts to a lower rated classification will receive the rate for that classification when he assumes the duties of that classification.
- O** If an employee signs a posting and is offered the job and does not accept the transfer, such employee will not be entitled to exercise rights under this provision for three (3) months.
- 55A** If, at the request of the Company, any employee accepts a temporary transfer to another shift, he shall have the right to return to his previous shift within two (2) weeks after submittal of a written request to management, provided, however, such request is made during the first forty (40) working days the employee works on the shift to which he transferred. It is the intent of this paragraph that the employee in returning to his previous shift shall return to his previous classification, providing his plant seniority still entitles him to that classification.

- B** If, in the case of a classification operating more than one (1) shift, an employee desires to be assigned to another shift, the employee may file with the supervisor written requests that he be assigned to any other shift. When a vacancy occurs within the employee's classification on a shift he prefers, provided he is the most senior person in terms of plant seniority requesting transfer and a request is on file, the employee shall be assigned to the shift. An employee shall be allowed to transfer shifts once in any one (1) six (6) month period. Such period will be determined as of the date of transfer.
- C** If it becomes necessary to assign an employee to another shift and no shift transfer requests are on file, the shift transfer will be offered to all employees in the classification involved and the employee with the most seniority who desires the transfer will be assigned to the other shift. If no one in the classification desires the shift transfer, the employee with the least seniority will be assigned to the other shift. An employee so assigned may apply to return to his original shift in accordance with Index 55A.
- D** When an employee progresses from a "B" classification to an "A" classification, it shall be considered that this creates a vacancy in the "A" classification and that he may be transferred to another shift if an employee with more seniority transfers to that shift in accordance with Index 55B.
- 56A** Forty-eight (48) hour notice must be given to employees before they are transferred from one shift to another.
- 57A** A member of the bargaining unit shall not be appointed temporary supervisor.
- 58A** On a shift operating with one Supervisor, an employee may be designated a Group Leader in the event of the Supervisor's unexpected absence. The Group Leader designation will be on a voluntary basis. For any day in

which an employee is a designated Group Leader, he shall be paid \$0.75 per hour in addition to his regular rate for all hours worked that day. A Group Leader designation will be for short periods of time not to exceed one day.

WAGES

59A

On October 21, 2019, all classification rates in effect immediately prior to that date shall be increased by two and one half percent (2.5%) rounded to the nearest whole cent.

On October 19, 2020, all classification rates in effect immediately prior to that date shall be increased by two percent (2.0%) rounded to the nearest whole cent.

On October 18, 2021, all classification rates in effect immediately prior to that date shall be increased by two and one-quarter percent (2.25%) rounded to the nearest whole cent.

One October 17, 2022, all classification rates in effect immediately prior to that date shall be increased by two and one half percent (2.5%) rounded to the nearest whole cent.

- B** Employees shall be paid according to the agreed rate schedule, it being understood that employees in a "B" classification may receive incremental progress rate increases toward the "A" rate for that classification consistent with their ability to perform the duties of that classification.

Beginning January 1, 2014, all "B" merit employees will be evaluated on a quarterly basis with the goal of progressing to "A" rate within twelve (12) months. The Company may extend the timeframe for progressing to "A" rate by up to six (6) months based on proficiency.

- C** Unless otherwise specified in a specific job description,

performance of bench work shall be considered part of all machine operators' job descriptions.

- D** Bench work shall be defined as sanding, cleaning, labeling, marking, deburring, containerizing, drill work using single spindle drills with single tools 1 h.p. or less, quality checking of work and those other functions normally related to machine operators duties.
- E** An operator will be paid the rate of ninety cents (\$0.90) per hour in addition to his regular rate, including premiums, for all hours worked on any day in which he is authorized by his supervisor to:
- 1) operate machines unrelated to bench work simultaneously in addition to the primary machine; or
 - 2) perform bench work that is unrelated to the primary machine operation.
- F** The Trainee wage rate for a job posting shall be one (1) labor grade below the "B" rate for that classification.
- G** If at any time during the life of this Agreement the parties by mutual agreement wish to install a "Gain Sharing" plan, they may amend those provisions of this Agreement which are necessary for the implementation of such a plan.
- H** During the life of this Agreement, the parties may, by mutual agreement, amend the provisions of this Agreement to provide for a restructuring of job classifications and a trial period for the implementation of such a plan.
- I** Employees will be paid on a weekly basis.
- 60A** When an "A" employee is temporarily assigned to a higher rated classification, he will receive the "A" rate of pay for the hours worked in that classification.

"B" or "B" Merit employees temporarily assigned to another classification will be paid a \$0.50 per hour premium, for all hours worked in the classification, in addition to the employee's current wage rate. The employee's current wage rate plus the \$0.50 per hour premium shall not exceed the "A" rate of the classification to which the employee is temporarily assigned.

If an employee is temporarily assigned to a classification that he previously held at an "A" rate, the employee will be paid the "A" rate of the classification for the duration of the temporary assignment.

- B** When an employee, because of lack of seniority in his classification, is reduced to a lower rated classification, he will receive the rate of the new classification effective on the Monday following the sixth (6th) day of work.
- C** An employee transferred in lieu of layoff to a lower rated classification will receive the rate of that classification effective on the Monday following the sixth (6th) day of work. This will not apply to an employee who is loaned under the provision of Index 51A.
- D** An employee who is laid off and recalled immediately to a lower rated classification will receive the rate of that classification effective on the Monday following the sixth (6th) day of work.
- E** Employees assigned to Light Duties outside their classification shall be paid One Dollar (\$1.00) per hour below their basic hourly rate of pay. Light Duty assignments shall not exceed sixty (60) working days. The decision to offer employees Light Duty Assignments shall be made at the sole discretion of the Company on a non-discriminatory basis.

An employee so assigned to Light Duty as above will be so assigned on his or her own shift and not transferred to another shift simply to perform such Light Duty.

- 61A** Employees who have given long and faithful service in the employ of the Company and have become unable to handle their positions, will be given preference to such other work as is available. Wages paid to such employees shall be the wage of the position assigned.
- 62A** The night premium shall be sixty cents (\$0.60) per hour and shall apply to all hours worked by employees while assigned to second or third shift.
- 63A** The Company will provide an authorization form for \$350.00 per year for the purchase of prescription safety glasses for all employees in accordance with the R.A Jones & Co. Optical Plan. The Company agrees to furnish all other safety equipment necessary for employees except safety shoes. All safety items with the exception of prescription safety glasses shall remain the property of the Company and shall be replaced when necessary provided the old piece of equipment is accounted for by the employee. Employees are subject to discharge or discipline for failing to comply with Company safety rules.
- 64A** An employee who is a member of the National Guard or Reserve will be granted in addition to any vacation earned, a "personal business" leave of absence up to thirty-one (31) days in any one (1) calendar year for annual Encampment, Reserve Training or Cruise, or local or state emergencies when required to serve. After one (1) year's continuous service, all such National Guard members or Reservists who are required to go to an Annual Encampment, Reserve Training or Cruise, or local or state emergencies will be allowed the difference, if any, between their regular hourly rate at forty (40) hours per week and the pay they receive from the Government for a period no longer than thirty-one

(31) days in any one (1) calendar year.

SAFETY COMMITTEE

- 65A** A Safety Committee shall be established and maintained. The Committee membership shall consist of a minimum of two (2) plant employees chosen by the Union, and a minimum of two (2) Management employees representing the Company. The Committee shall work under the advisement of the Employee Relations Director. Regular meetings shall be held at least twice each quarter. Minutes must be kept at all safety meetings and such minutes shall list projects completed and shall stipulate why certain requests were not complied with.
- B** The names of the Safety Committee members shall be conspicuously posted on a permanent bulletin board.

TOOL & SAFETY SHOE ALLOWANCE

- 66A** All non-probationary employees on the payroll on January 1 who are required by the Company to purchase tools to perform their job shall be eligible for a tool allowance of One Hundred Twenty-five Dollars (\$125.00) per year, and employees will not be required to present sales slips for reimbursement. The payment will be made no later than the third pay day in January in each contractual year. All employees will be required to wear ANSI approved safety shoes.
- B** Tools purchased under the above plan are to be kept at the employee's work place and used for performance of the jobs assigned.

VACATIONS

67A All full-time employees who are actively at work on or after any June 1, will become eligible for a vacation with pay as of that June 1, or the first day actively at work after June 1, if the following conditions are met:

1. First (1st) Vacation year - Must have worked at least seventy (70) percent of the number of calendar days from the date of hire to June 1 excluding Saturdays, Sundays and holidays.
2. Vacations after first (1st) qualifying vacation year- Employee must have worked at least one hundred fifty (150) days or twelve hundred (1200) hours in the twelve (12) month period prior to said date. For the purpose of this index holidays, paid vacation, absences due to compensable illness or injury or absences due to union business, except as in Index 46, will be considered day or hours worked.

Absences due to non-compensable illness or injury will be considered as one-half (1/2) day or hours worked.

68A Eligible employees with less than one (1) year of recognized service on June 1 shall receive one-twelfth (1/12) of a week's vacation for each month of recognized service prior to June 1. Eligible employees with the following number of years of recognized service as of June 1 shall receive the number of weeks of vacation with pay indicated below:

| | |
|-----------------|---------|
| 1 thru 2 years | 1 week |
| 3 thru 6 years | 2 weeks |
| 7 thru 13 years | 3 weeks |

| | |
|------------------|---------|
| 14 thru 19 years | 4 weeks |
| 20 thru 24 years | 5 weeks |
| 25 years or more | 6 weeks |

B "A full year of recognized service," as used for vacation purposes shall mean any twelve (12) month period, or fraction thereof, prior to June 1 during which an employee is on the payroll, provided, however, that an employee who is hired between March 1 and June 1 shall receive no "full year of recognized service" credit for such period, but shall have his full year of recognized service begin on June 1 in the year in which he is hired.

C For the purpose of calculating "months of recognized service" for those with less than one (1) year of service on June 1, the first of the month of the date of hire shall be used for those who are hired on or before the sixteenth (16th) day of the calendar month, and the first of the following month for those who are hired after the sixteenth (16th) day of the calendar month except that an employee hired in the month of February shall have his "full year of recognized service" begin February 1, but for pay purposes the formula previously set forth in this index shall apply.

69A **Vacation Period**

1. The Management reserves the right to have a complete shutdown of the plant for a vacation period. Should such action become expedient for the Company, a notice of the vacation shutdown will be posted on the bulletin board at least thirty (30) days prior to June 1 of the vacation year. Employees may take their vacation beginning the first Monday of the shutdown period and shall arrange with the supervisor for a time to take any earned vacation not taken during the shutdown period. Requests to take such remaining earned vacation for a consecutive period including the shutdown shall be honored. Final

allocation of other periods requested shall remain with the Company in order to assure orderly operations of the plant.

2. During any year in which a vacation shutdown is not put into effect, the time during which a vacation is taken shall be arranged between the employee and the supervisor with the final allocation of the period taken remaining with the Company in order to assure orderly operation of the plant. Where conflicts arise because too many people select the same vacation time, the supervisor shall recognize and consider plant seniority in making his decision.
3. Employees may request an excused absence without pay for a period of a week in any one (1) vacation year. Such request must be made in writing to the supervisor between three (3) and four (4) weeks prior to the planned absence. The time for such absence shall be granted and arranged for between the employee and the supervisor with the final allocation of the period taken remaining with the supervisor in order to assure orderly operation of the plant. Conflicts caused by too many employee requests for the same time off, including vacation time, will be resolved giving priority to scheduled vacation first and then plant seniority for time off without pay. All vacation must be used before a week of time off without pay will be granted. The supervisor will notify the employee within one (1) week of acceptance or refusal of the request.
4. All requests for vacation periods as outlined in this section shall be made in writing at least fifteen (15) days after issuance of request slips by the Company so that the Management can plan and allocate such times consistent with the orderly operation of the plant. Advisement shall be given by the Management

on said requests prior to June 1. An employee who has not scheduled all of his vacation by September 1 will be assigned vacation periods.

5. All employees are expected to take their vacation, however, if special or unusual circumstances justify it, the Vice President of Manufacturing and the Chief Steward or their representatives by mutual agreement may permit an employee who has qualified for vacation to receive pay in lieu of such vacation.
6. A vacation week that starts in a particular vacation year will be considered a week of that vacation year.

70A Pay for vacations will be based on the employee's regular basic hourly rate in effect on his last day actively at work prior to his vacation.

71A Forty (40) hours will constitute a full week of vacation pay.

72A If an employee quits or is discharged for cause, he shall be paid for any vacation, not previously taken or paid for which he is eligible on the previous June 1. He shall be paid for future vacation rights based on one-twelfth (1/12) of the employee's vacation eligibility for each month worked from the preceding June 1 until the date of termination. Employee will receive credit for the month of termination if the employee worked through the fifteenth (15th) of the month.

B An employee who is laid off will receive vacation pay for any unused vacation earned as of the preceding June 1 but not used. He will also receive any vacation pay he would be eligible for as of the next following June 1 if at the time of layoff he has already worked the necessary minimum days or hours as set forth in Index 67 except that vacation pay will not be paid for a period longer than the period of layoff. If the employee does not meet the conditions of Index 67 then the employee will receive pro-rata vacation pay for the time

worked from the preceding June 1 until the layoff. Such pay will be based on one-twelfth (1/12) of the employee's vacation eligibility for each month worked from the preceding June 1 until the date of layoff. Employee will receive credit for the month of layoff if he worked through the fifteenth (15th) of the month. Such an employee will be considered on layoff and is responsible for keeping the Company notified of his location for recall purposes as in 41B.

C A recalled employee will receive pro-rata credit for the vacation year in which the recall occurred. Such vacation credit will be based on one-twelfth (1/12) of the employee's vacation eligibility for each month worked following recall until the next following June 1st. Employee will receive credit for the month of recall if he is recalled on or before the sixteenth (16th) day of the month.

73A An employee who becomes disabled prior to his scheduled vacation period and whose disability is expected to continue beyond commencement of his vacation period, shall upon notice to the Company and if the disability is supported by acceptable medical evidence, be entitled to have his entire vacation rescheduled.

B An employee who becomes disabled while on vacation shall, upon notice to the Company, and if the disability is supported by medical evidence acceptable to the Company, be permitted to reschedule future full weeks of vacation lost because of the disability. Partial weeks of vacation cannot be rescheduled.

C If the employee received vacation pay in advance for a week or weeks which he elects to reschedule because of a disability, he will not be eligible for this vacation pay again when the remaining vacation is actually taken.

D If the employee is otherwise eligible, he will receive sick

pay for his period of disability, payable when the vacation is actually taken.

74A Employees who:

1. Become eligible for a first vacation while absent due to disability, or
2. Having qualified for a vacation, become disabled prior to having received their vacation, may upon request to the Company receive their vacation pay. It is understood that both vacation pay and payment for disability will not be made for the same period of time.

75A The application of the plant vacation plan to regular employees who have entered the Armed Forces shall be as follows:

1. All services in the Armed Forces shall count as time worked with the Company in determining when an employee is eligible for one (1), two (2), three (3), four (4), five (5) or six (6) weeks vacation, but no vacation pay shall be granted for time spent in the armed forces.
- 2a. An employee who enters the Armed Forces shall become eligible for a pro-rated vacation at the time of leaving provided he has worked at least seventy (70) percent of the number of calendar days from the previous June 1 or date of hire in the case of employees hired after said June 1. Saturdays, Sundays and holidays excluded.
- 2b. The amount of pro-rated vacation for employees eligible as above shall be computed at the time of leaving as follows:

EMPLOYEES HIRED SINCE PREVIOUS JUNE 1 -

As specified in Index 68 except that vacation pay shall be granted for "full months of recognized service" up to time of leaving only. EMPLOYEES ON THE PAYROLL THE PREVIOUS JUNE 1 - The ratio of the time elapsed since the previous June 1 and the twelve (12) month period beginning that date shall be computed. The amount of vacation which would have been earned the following June 1 if the employee were eligible shall be multiplied by the above ratio to determine the amount of pro-rated vacation.

- 3a. An employee returning from the Armed Services shall be eligible for pro-rated vacation on the following June 1, provided he has worked at least seventy (70) percent of the number of calendar days from the date of return to work to the following June 1. Saturdays, Sundays and holidays excluded.
- 3b. The amount of pro-rated vacation for employees eligible as in 3A above shall be as follows: the ratio of the elapsed time from the date of return to work to the following June 1 and the twelve (12) month period ending that date shall be computed. The amount of vacation which would have been earned June 1 if the employee had been eligible for a full vacation shall be multiplied by the above ratio to determine the amount of pro-rated vacation.

76A Employees retiring under Pension Plan 1 will take pro rata vacation time off before they retire. This vacation period will be calculated on the basis of one-twelfth (1/12) of the vacation he would have received the following year for each full month he worked between June 1 and his retirement date providing he also qualifies on a pro rata basis for the workday requirement (one hundred fifty [150] days or twelve hundred [1200] hours per year) to establish vacation eligibility.

B In the event of termination of service due to death, vacation pay including (1) pay for vacation earned prior to June 1 but not taken and (2) pro rata vacation pay from June 1 to the date of death, shall be made to the beneficiary or estate of the employee.

77A Vacations shall be granted only for continuous periods starting at 12:01 a.m. on Monday and ending at 12:01 a.m. on Monday. Except as noted in Index 77C, it is understood that vacations will not be split into periods shorter than one (1) week's duration. All vacations must be taken within twelve (12) months following the June 1st eligibility date.

B Vacations for third (3rd) shift employees will start and end at the starting time of their shift on Sunday.

C Employees may elect to take up to two (2) weeks of their vacation in increments of not less than one (1) hour. Employees who qualify must arrange for such incremental vacation time in advance with their supervisor except in cases of verifiable emergency. Incremental vacation time may not be applied to time lost from work which has not been properly reported.

D The final decision with regard to granting or refusing a request to take incremental vacation time remains with the Company in order to assure orderly operations of the plant.

HOLIDAYS

78A The following shall be paid holidays:

1. Memorial Day
2. Independence Day
3. Labor Day
4. Thanksgiving Day
5. The Friday immediately following Thanksgiving

6. Christmas Holidays 2019 including 12/24/19, 12/25/19, 12/26/19, 12/27/19, 12/30/19, 12/31/19, 01/01/20.
7. Christmas Holidays 2020 including 12/24/20, 12/25/20, 12/28/20, 12/29/20, 12/30/20, 12/31/20, 01/01/21.
8. Christmas Holidays 2021 including 12/24/21, 12/27/21, 12/28/21, 12/29/21, 12/30/21, 12/31/21, 01/03/22.
9. Christmas Holidays 2022 including 12/23/22, 12/26/22, 12/27/22, 12/28/22, 12/29/22, 12/30/22, 01/02/23

B For each of the above holidays not worked, all regular full-time employees except employees in their probationary period shall be paid for eight (8) hours at their regular hourly rate of pay, provided they report for work and work the hours as ordered on the last regularly scheduled workday before and the first regularly scheduled workday after the holiday, except that the holiday pay will be allowed due to excused absence on either or both of these days because of:

1. Death in immediate family (father, mother, husband, wife, sister, brother, son or daughter, grandparents, grandchildren, or any in-law relationship of the same type), or
2. Wife giving birth to a child, or
3. Sickness or accident provided:
 - (a) Employees who have less than one (1) year's continuous service qualify for holiday pay only if the absence commenced within five (5) calendar days before the holiday or on the day after the holiday and, the employee has properly notified the Company of his disability and presented a statement from the physician if such is requested by the Company.

(b) Employees who have more than one (1) year's continuous service qualify for holiday pay only if the absence commenced within thirty (30) calendar days before the holiday (unless receiving Sick Leave benefits) or the day after the holiday, and the employee has properly notified the Company of his disability and presented a statement from the physician if such is requested by the Company.

4. Other extenuating circumstances which are felt to justify holiday pay if employee's service record is satisfactory.

C At any time more than two (2) consecutive holidays are observed in any calendar week, the Company may designate certain employees it deems qualified to work part or all of that week to perform functions necessary to be continued during such holiday week. Such employees will be entitled to a number of days off with pay in lieu of those holidays worked. Such days off to be arranged between the employee and his Supervisor and will be taken by the following June 1st. In the event an employee is required to work on Christmas Day or New Year's Day under the provisions of this index, the premium called for in Index 81 will apply and no additional day off will be granted.

79A If one (1) or two (2) holidays occur within an employee's vacation, he shall be given the option of an extra day's pay for each such holiday or the unused vacation days may be taken at some other time during the vacation period. The time these vacation days may be taken is to be arranged with the employee's supervisor.

B The only time an employee shall be eligible for holiday pay in advance is on the occasion when an employee takes vacation in a week in which two (2) or fewer scheduled holidays fall and that employee receives vacation pay in

advance. In these cases the employee, if he is otherwise eligible by virtue of having worked the last scheduled workday prior to the holiday or his vacation if the vacation preceded the holiday or as otherwise provided for in the contract, may receive the one (1) or two (2) holidays pay in advance.

In any case where holiday pay is paid in advance and the employee who has received that pay fails to qualify for that holiday pay by not actually reporting for work and working the hours as scheduled on the next scheduled workday after the holiday, the Company may recover the holiday pay paid in advance from that employee or from any moneys due or to become due that employee from the Company. A day worked is a day on which the employee actually reports for work and works the hours as scheduled.

When five (5) consecutive holidays fall in a week, advance pay for those holidays will not be granted.

- 80A** If the holiday occurs while an employee is receiving or will receive Workers Compensation Benefits, employees shall be paid holiday pay less the amount of the daily compensation benefit.
- 81A** When full-time employees work on a holiday, they shall receive eight (8) hours holiday pay based on their regular hourly rate of pay plus double time for all hours worked. For the purpose of this index the holiday shall be the consecutive twenty-four (24) hour period starting on the day celebrated as the holiday at 12:01 a.m.
- B** If a shift starts after 10:00 p.m. on a holiday and extends into the following day, the entire shift shall be considered the following day's work.
- 82A** If a holiday falls on a Sunday, Monday shall be observed. If a holiday falls on Saturday, Friday shall be observed.

- B** There shall be no mandatory Saturday or Sunday overtime when there is a holiday observed on a Friday or Monday.
- 83A** Such hours for holidays not worked shall apply as hours in computing the weekly guarantee as outlined in Index 28 but shall not apply toward hours over forty (40) for weekly overtime as outlined in Index 23A.
- 84A** Employees shall be allowed holiday pay if they are laid off and their layoff starts on the day previous to the holiday.
- 85A** Employees not regularly scheduled to work on a holiday, who do not work on a holiday when requested to do so, will receive the guaranteed holiday pay which they are normally entitled to as full-time employees.

PENSION AND INSURANCE PLAN

- 86A** All bargaining unit employees hired prior to January 1, 2002, shall be covered under the R.A Jones & Co. Pension Plan for Bargaining Unit Employees in effect April 28, 1983 and as thereafter amended. The pension benefit amount will be Twenty-five Dollars (\$25.00) per month per year of accredited service. Monthly pension benefit payments will be paid via direct deposit.

All bargaining unit employees are eligible to participate in the R.A Jones & Co. savings and investment 401(k) Plan in effect September 1, 1998, and as thereafter amended. Employees will be automatically enrolled in the 401(k) Plan pursuant to current applicable law. Employee may opt out of participation at anytime.

Effective December 3, 2007, the Company will provide a four percent (4%) 401(k) match. Effective December 2, 2013, the Company will provide a five percent (5%) 401(k)

match. Effective December 1, 2014, the Company will provide a six percent (6%) match 401(k) match.

87A All full time hourly paid production and maintenance employees shall have the opportunity to participate in the following insurance plans:

1. Upon completion of one (1) year of service employees will be provided Fifty Thousand Dollars (\$50,000.00) term life insurance coverage. The entire cost of this insurance will be paid by the Company.

The comprehensive medical, dental and prescription drug plan for employees and their eligible dependents in effect on November 22, 2010, shall remain in effect and unchanged except as provided in this agreement. The Company reserves the right to change insurance providers or third party administrators, and to change insurance plans provided the benefits remain the same.

B The medical, dental, life insurance, prescription drug and optical plans become effective on the day on which thirty (30) calendar days of continuous service is completed. Details of the plan shall be as described in the R.A Jones & Co. Health Plan Booklet. The insurance remains effective for an employee through the last day of the employee's eligibility with the Company.

C The Company and the employee shall share the cost of the medical, health, dental, optical, Long Term Disability and prescription drug plans. The employee shall pay twenty percent (20%) of the cost of such plans for themselves and their dependents by weekly payroll deduction. The employee's share of the cost of the plans shall be based on the COBRA rates established by the plans' independent claims administrator. Employee's cost for insurance for calendar year 2017 is Thirty-Five Dollars and Eighty-Three Cents (\$35.83) per week for single coverage and Seventy-

One Dollars and Sixty-Seven Cents (\$71.67) per week for family coverage. Employee's cost for insurance shall not increase more than fifteen percent (15%) per year in any subsequent calendar year.

- D** In the event of any payment of medical expenses or other benefit amount to an employee or dependent, the Company shall be subrogated to all right of recovery of the person to whom such payment was made from any third party and such person to whom payment was made shall execute and deliver to the Company any and all documents or other material necessary to secure such right. The person to whom payment was made shall take no action or fail to act in any manner which would diminish, prejudice, defeat, or in any way affect adversely the subrogation right of the Company. Notwithstanding the above, the Company shall not force or require an employee or their dependent to commence a lawsuit if they do not wish to do so. No payments recovered shall be used for computing the entitlement for benefits under these plans. The employee shall suffer no out-of-pocket expenses pursuant to such suit.

- 88A** Employees who retire under the Company pension plan are entitled to the following insurance benefits:

Employees who retire under the Company's pension plan will be provided with a Ten Thousand Dollar (\$10,000.00) term life insurance policy. All other group life insurance will be cancelled on date of retirement or next premium date, subject to any available conversion privilege at employee's expense.

- B** Employees who are hired prior to August 1, 1990, and retire after July 31, 1995, in order to receive the same health care benefits as provided in this agreement for active employees, excluding the dental care plan, must: (1) have thirty [30] years or more of cumulative service; (2) be age sixty [60] with ten [10] years or more of cumulative service;

or (3) be totally disabled as determined by the Social Security Administration with ten [10] years or more of active cumulative service. All future amendments or modifications of coverage provided to then active employees shall likewise apply to retired employees. Retirees shall be required to pay their share of the costs monthly, no later than the tenth (10th) of each month, and in the event they fail to make such payments, their coverage shall automatically terminate under all plans. Notwithstanding anything herein to the contrary, it is understood that the health insurance benefits provided to retirees shall be integrated with Medicare, Medicaid or any other governmental provided insurance benefits available to retirees which shall be deemed to be primary benefits. The intent of the parties is to provide health insurance benefits to retirees as necessary so that the total benefit package (including government provided benefits and the Company provided benefits) shall be equivalent to the health insurance benefits provided to the then current active hourly employees, excluding dental care. For those employees who retire after January 1, 2007, health care benefits terminate when retiree becomes eligible for Medicare coverage. Health care benefits terminate for dependents when they become eligible for Medicare coverage.

- 89A** Employees with less than three (3) years of continuous services who are laid off will be eligible for coverage for a period of layoff not exceeding two (2) full months from the month of layoff. Employees with three (3) years or more of continuous service who are laid off will be eligible for coverage for a period of layoff not exceeding six (6) full months from the month of layoff. This applies to those insurance plans set forth in Index 87A.

SICK LEAVE

- 90A** All regular employees (not including casual, part-time, or temporary employees) who qualify under all of the

requirements set forth in paragraphs 1, 2, 3, and 4 below, shall be paid part wage payments in the amounts and under the conditions hereinafter set forth if:

1. An employee is absent from work because of a disability caused by sickness or accident and the disability is of such degree that he is physically unable to work, provided his absence is not the result of intentional self-inflicted injury.
2. The employee has one (1) year or more of continuous service.
3. The employee is on the active payroll as of the beginning of his absence, that is, he is not on layoff or leave of absence.
4. Disability and its continuance are affirmed by medical evidence acceptable to the Company. Requests for such leave shall be made and supported by a certificate of the attending physician satisfactory to the Company, which certificate shall set forth the expected starting and ending date of the leave of absence. Employees shall notify the Company immediately of any change in either dates. The appropriate intervals for submitting additional medical evidence shall be determined by the Company and shall depend upon the nature of the disability. Upon return from the leave, employees must present a physician's certificate stating that the employee has the ability to do his job. The Company shall have the right to have employees examined from time to time by their own physician, at Company expense, to verify the nature and extent of the disability. Medical evidence is not required for periods of absence up to four (4) consecutive working days. However, in individual cases the Company may require an employee to furnish medical proof of illness for one (1), two (2), or three (3) day absences because

of a frequent illness record. In such cases both the employee and the Union shall be notified. In the event that the Company's doctor and the employee's doctor cannot agree on the condition of the employee to perform his assigned work, then the dispute shall be settled in accordance with the procedure established in Index 103B.

B Absence for Sick Leave purposes shall be considered as starting with the loss of the first full day on which the employee was scheduled to work. When an employee is obligated to leave work because of illness before completing four (4) hours of his scheduled workday, his absence shall be considered as starting with that day.

91A If, as of the date the absence begins, the employee has passed his first anniversary date, said part wage payment shall commence with the eighth (8th) consecutive calendar day of absence except in cases of compensable disabilities as provided in Index 37. If as of the date the absence begins, the employee has passed his fifth (5th) anniversary date of employment, said part wage payments shall commence with the first (1st) working day of absence. No employee shall be eligible for said part wage payments unless the Company is notified promptly when the employee is unable to report to work.

92A 1. The amount of said part payments for which an eligible employee shall be paid under Index 96 shall be determined from his continuous service from date of hire after making the following deductions:

- a. Authorized absences of more than thirty (30) days duration (personal business leaves of absence, pregnancy leave of absence, military leaves of absence).
- b. The length of time by which the accumulated total of employee's absence because of compensable or non-

compensable sickness or accident exceeds one (1) year.

c. The accumulated total absences because of layoff.

d. The time an employee spends as part-time or casual worker except when such time is in lieu of layoff.

2. In computing the total amount of continuous service under the above, each three hundred thirty-five (335) days on the payroll after making the above deductions, shall be counted as one (1) year of continuous service.

3. If at the beginning date of a disability an employee has been on layoff more than one hundred eighty (180) working days in the preceding three hundred sixty-five (365) calendar days, he shall not be eligible for Sick Leave payments.

4. Termination of service due to quitting or discharge completely breaks the employee's continuous service record for Sick Leave purposes.

93A For Sick Leave payment purposes, the work week shall be considered to be the first five (5) scheduled shifts only. For each qualifying shift absence an eligible employee shall be paid sixty percent (60%) of the employee's basic wage rate for an eight (8) hour day.

B An employee on a regular work week of less than five (5) scheduled shifts shall be considered to be on a five (5) shift work week for the purposes of Sick Leave benefits.

94A If a holiday occurs after an employee has started an absence on account of sickness or accident, and if such employee is eligible to receive Sick Leave as provided for in this Agreement and if the disability is affirmed by acceptable medical evidence under the Sick Leave sections hereof, the employee shall be paid holiday pay, less the amount, if any,

actually paid under the Sick Leave sections hereof, for that day.

95A An employee with one (1) year of service but less than five (5) years who becomes ill after starting a day's work and who is forced to leave work because of such illness shall have the day considered as a waiting day if he has worked less than four (4) hours before leaving and if he reports to his Supervisor before leaving the plant.

B An employee with five (5) years or more of service who becomes ill after starting a day's work and is forced to leave work because of such illness shall receive Sick Leave benefits for the difference between the number of hours worked before leaving and gang time (not over eight [8] hours) at his basic hourly rate, provided the employee is eligible for Sick Leave payments as outlined in Index 91, worked less than four (4) hours before leaving, and reports to his supervisor before leaving the plant.

96A Employees qualifying under the foregoing Indexes shall be entitled to receive Sick Leave payments in accordance with the above schedule for the greater of the following periods:

1. Two (2) weeks for each year of continuous service to a maximum of twenty-six (26) weeks, or
2. Thirteen (13) weeks.

B The period for which Sick Leave payments shall be made shall be reduced by the number of days and weeks for which Sick Leave payments have been made during the twelve (12) months immediately preceding the starting date of the current disability.

C Unless a medical release to work is received, after twenty-six (26) weeks of continuous sick leave the employee

will transition to long term disability with benefits running until that employee receives Social Security Benefits.

- 97A** Sick Leave benefits shall not be paid to an employee:
1. For weeks or days for which vacation pay is received.
 2. During a strike.
 3. During disabilities arising out of or in the course of employment as an independent contractor for profit or for another employer for wages.
 4. Beyond the effective date of the employee's retirement.
- 98A** If any sickness or accident benefit payments, whether compensable or non-compensable, smaller in amount or duration than the part wage payments payable under Indexes 93 and 96 are or will in the future be required by State or Federal laws and if such payments are wholly or partially financed by the Company, it is understood that the differences only, if any, between such State or Federally required payments and the amount the employee is entitled to under Indexes 93 and 96 shall be payable. If such State or Federal required payments are greater than those provided for under said section, no payments shall be made under said section.
- 99A** When an employee receives Sick Leave benefits as a result of an injury caused under circumstances creating legal liability against a third (3rd) party to pay damages, and the employee takes proceedings against this third party, the Company shall be indemnified out of the recovery of damages to the extent of Sick Leave payments made, provided the award of damages includes payment for loss of wages.

- B** This provision shall be applicable only in cases where Sick Leave payments are made for more than four (4) weeks and in no case shall apply to the payments made for the first four (4) weeks of disability.
- C** No Sick Leave payments for which the Company recovers its costs under this provision shall be considered as Sick Leave used in computing an employee's Sick Leave entitlement.

LEAVE OF ABSENCE

- 100A** A leave of absence beyond regular vacation to which an employee is entitled, of not less than one (1) month or not more than six (6) months (except sick leaves), may be granted for good and sufficient reason in accordance with the provisions of Index 103. A leave of absence (except maternity and sick leaves) must be mutually approved by the Union and the Company.
- 101A** If an employee while on leave of absence accepts another job or goes into business for himself, he automatically terminates his employment.
- 102A** All authorized absence (other than vacation) for less than one (1) month shall be excused absences and not leaves of absence, except as provided for in Index 103A-3.
- 103A**
 - 1. A maternity leave of absence is granted when an employee is disabled due to pregnancy and her disability is confirmed by medical evidence acceptable to the Company.
 - 2. A sickness leave of absence is granted if, because of illness or accident, an employee is absent for more than thirty (30) days. An employee on such leave is not

disqualified for sick leave benefits.

3. A personal business leave of absence may be granted to an employee who has at least one (1) year's continuous service in order for the employee to handle emergency personal business which takes longer than one (1) month, or to visit friends or relatives abroad, etc. Members of reserve units will be granted, in addition to any vacation earned, such a leave of absence up to thirty-one (31) days in any one (1) year of Annual Encampment, Reserve Training, or Cruise, or local or State emergencies when ordered by the Governor.
4. An employee elected or appointed to a full-time public office with duties or responsibilities requiring him to be away from work full time shall be allowed a leave of absence without pay for the term necessary to carry on the duties of such office (not to exceed four [4] years) with service credit for all purposes during such leave. If the employee shall be re-elected, at the expiration of such term of office, then upon application every reasonable consideration will be given to a renewal of such leave of absence and continuation of such service credits.

B Requests for maternity or sick leaves shall be made and supported by a certificate of the attending physician satisfactory to the Company, which certificate shall set forth the expected starting and ending date of the leave of absence. Employees shall notify the Company immediately of any change in either dates. The appropriate intervals for submitting additional medical evidence shall be determined by the Company and shall depend upon the nature of the illness. Upon return from the leave, employees must present a physician's certificate stating that the employee has the ability to do his or her job. The Company shall have the right to have employees examined from time to time by their own physician, at Company expense, to verify the nature and extent of the illness.

In the event that the Company's doctor and the employee's doctor cannot agree on the condition of the employee to perform his assigned work, then the Company and the Union shall mutually select a third qualified doctor to perform a determining examination. The decision of the third doctor shall be binding on the employee, the Company and the Union. If the third doctor rules for the employee, the Company shall pay the expense of the third doctor, but if the doctor rules in favor of the Company, then the employee shall pay the expense for the third doctor.

104A The employer may require employees who qualify for a medical leave for themselves under the Family and Medical Leave Act of 1993 (FMLA) to first use accrued vacation and sick leave as part of their FMLA leave. Employees who qualify for FMLA leave for care of their relatives will be required to use accrued vacation as part of their leave.

B An employee being granted a leave of absence for any of the above reasons shall be provided with a statement signed by the Company and the Union indicating the date the leave of absence begins and ends.

JURY DUTY

105A An employee who is subpoenaed to appear in court other than as a litigant or an employee called to serve on jury duty will present to the Company a court order showing that his services are required. For those scheduled workdays during which an employee is ordered to serve on jury duty, he will be excused. Such an employee shall be paid the difference, if any, between jury pay and eight (8) hours at his regular hourly rate, provided he furnishes evidence from the court as to the dates served and the amount of pay received.

B Employees so serving on a holiday who otherwise qualify for holiday pay shall receive their holiday pay in addition to

that paid by the court and no other compensation will be paid by the Company for this day.

BEREAVEMENT LEAVE

- 106A** Employees who are grieved by the death of any member of their immediate family shall be excused from work for a maximum of three (3) days which must be taken within seven (7) calendar days following the death.

The immediate family shall include the employee's spouse, child, mother, father, blood brother, blood sister, mother-in-law, father-in-law, legally adopted children, step-children, foster children, step-parents, grandparents and grandchildren.

Employees who are grieved by the death of employee's spouse's brother or sister shall be excused from work for one (1) day which must be taken within seven (7) calendar days following the death.

Excused working day as outlined above shall be paid on the basis of eight (8) hours per day at the employee's basic regular hourly rate.

BULLETIN BOARDS

- 107A** Bulletin boards will be provided by the Company where the Union may post any notices of Union recreational and social affairs, notices of Union business, elections and meetings, appointments and results of Union elections pertaining to the Company's plant.

COST OF LIVING ALLOWANCE

(Suspended in this Agreement. The provisions of a previous contract were as follows:)

- 108A** On November 15, 1979 all classification rates will be increased by forty-eight cent (\$0.48) cost of living allowance in addition to the general wage increase due at that time. If the announced level of the Consumer Price Index based on Wage Earners and Clerical Workers (CPI-W) for March 1980 is a full three-tenths (0.3) or more higher than the level of two hundred and twenty-four and seven-tenths (224.7) points, then effective on May 12, 1980, all employees will receive a cost of living allowance of one cent (\$0.01) per hour for each three-tenths (0.3) point by which that CPI exceeds the two hundred and twenty-four and seven-tenths (224.7) level. This allowance will be paid for all hours worked on or after May 12, 1980 until such future date as the allowance may be increased or decreased.
- B** The amount of allowance to be placed in effect on 11/17/80, 5/18/81, 11/16/81, and 5/17/82 shall be based on the Consumer Price Index based on the Wage Earners and Clerical Workers (CPI-W) hereinafter referred to as the CPI as of the prior September or May respectively, and shall be calculated as follows:
- C** If as of September 1980, March 1981, September 1981, or March 1982 the CPI shall have risen to a level which is a full three-tenths (0.3) points or more higher than its level of March 1980, then effective on the 11/17/80, 5/18/81, 11/16/81 or 5/17/82 immediately following the reading, all classification rates shall be increased by one cent (\$0.01) per hour for each three-tenths (0.3) by which the CPI exceeds the level of March 1980 or the level on which any last previous allowance was paid.
- D** If after a cost of living allowance has been in effect it shall be found that the announced CPI level for any later September or March has decreased, then effective on 11/17/80, 5/18/81, 11/16/81, and 5/17/82, the cost of living allowance shall be decreased by one cent (\$0.01) per hour for

each full three-tenths (0.3) decrease in the CPI below the level which the CPI was required to reach in order to earn the last previous amount of allowance.

- E** The cost of living allowance payable at any time shall be in addition to the regular hourly rates otherwise payable under the terms of this agreement, and no reductions shall at any time be made below such rates. The cost of living allowance shall be included along with the employee's regular hourly rate in computing all payments under the Agreement which are based on the regular hourly rate except as provided in Index 59.

PLANT CLOSING

- 109A** The Company shall give notice of the closing of the plant at least sixty (60) days prior to such closing in accordance with the terms and conditions of the federal "Worker Adjustment and Retraining Notification Act." All obligations and liabilities relating to such notice shall be as set forth in the Act. Plant closing, employee, and other relevant terms used herein shall be defined and construed the same as in the Act referred to above.

Individual employees hired after January 1, 2002 and actively employed on October 17, 2017, may be entitled to two weeks of severance if actively employed upon the date the facility closes permanently. The amount of severance pay shall be two weeks of the employee's average earnings. The average earnings will be calculated by dividing the employee's total compensation by the hours worked during the previous fiscal year.

- B** The Company will not make layoffs in anticipation of the issuance of a notice of plant closing pursuant to the foregoing for the purpose of avoiding the pay herein provided. If employees are laid off within a period of thirty (30) days before a notice of closing, the Company will, upon request, furnish the Union information and records bearing upon the

reason for such layoffs, and if it shall be established that such layoffs were made in anticipation of the notice of closing for the purpose of avoiding the pay herein provided, the laid off employees shall be entitled to the same rights under this Index as if they were on the active payroll on the date of the notice of closing of the plant.

- C** In the event of plant closing, certain employees with fifteen (15) or more years of continuous service shall be entitled to the following pension benefit:

If age plus years of service equal the number 65, a special pension equal to one and one-half (1-1/2) times the normal retirement benefit payable to age sixty-two (62), at which time the normal pension benefit will be paid.

- D** In the event of termination of service due to the closing of the plant all active employees will be eligible for (1) pay for vacation earned prior to the last June 1 and not taken and (2) pro rata vacation pay from June 1 to the date the plant closes.

- E** An employee, who is entitled to sick pay or is in his sick leave waiting period on the day prior to the date of a plant closing, shall continue to receive sick pay for the duration of that illness, but only to the maximum amount provided under the Sick Leave provisions of this Agreement, and then only to the extent that such employee complies with such provisions and applicable practices or agreements related to sick pay. In such situations of sickness beyond the plant closing date, the employee will receive any other benefits to which he may be entitled under this Agreement by reason of the closing, and shall otherwise be considered a severed employee for all other purposes under this agreement.

- F** Thirty (30) days before the scheduled closing date, representatives of the Company and the Union shall hold a closing procedure meeting at the plant for the purpose of

determining an employee interview procedure and resolving questions as to transfer opportunities and other options of the affected employees. At the conclusion of the meeting described above, the affected employees will be interviewed individually by representatives of the Company and Union. Each employee will be given a full explanation of the options available to him, including a statement of the transfer opportunities and the amount of severance pay, pension or other benefits available to him. At such interview, the employee shall be required to indicate his choice from among the options available, and any election shall not thereafter be changed.

SAVINGS CLAUSE

- 110A** Should any article, section, or portion thereof, of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction.

ENTIRE AGREEMENT

- 111A** The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union for the life of this agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain

collectively with respect to any subject or matter referred to, or covered by this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

AMENDMENT AND MODIFICATION

- 112A** It is understood and agreed that this contract shall not be varied or amended by oral agreement or by custom or practice, and except as otherwise provided in this agreement, the failure of either party at any time or from time to time to exercise any right under the agreement or to insist upon strict compliance with its provisions will not affect the right of either party to exercise any right or insist upon strict compliance thereafter.

PERIOD OF AGREEMENT

- 113A** This Agreement shall be effective October 21, 2019, and shall remain in effect until midnight April, 23, 2023.

JOB CLASSIFICATION

114A

| Job Classification | Labor Grades |
|---------------------------------|---------------------|
| Assembler A | 10 |
| Assembler B | 6 |
| Crater A | 6 |
| Crater B | 2 |
| Electrical Controls Assembler A | 10 |
| Electrical Controls Assembler B | 6 |
| Electro/Mech Assembler | 10 |
| Electro/Mech Maintenance | 8 |
| Finisher A | 5 |
| Finisher B | 3 |
| Floor Inspector A | 7 |
| Floor Inspector B | 3 |
| General Set Up | 8 |
| Grinder A | 6 |
| Grinder B | 4 |
| Machinist A | 9 |
| Machinist B | 6 |
| Machining Center A | 7 |
| Machining Center B | 5 |
| Maintenance A | 7 |
| Maintenance B | 4 |
| Material Handler A | 3 |
| Material Handler B | 1 |
| Milling Machine A | 6 |
| Milling Machine B | 3 |
| Oiler-Sweeper | 1 |
| Plate Operator A | 5 |
| Plate Operator B | 1 |
| Sheet Metal Fabricator A | 7 |
| Sheet Metal Fabricator B | 4 |
| Tool and Die Maker | 10 |
| Tool Grinder | 7 |
| Turret Lathe A | 7 |
| Turret Lathe B | 5 |
| Welder A | 7 |
| Welder B | 4 |

The above contract changes have been agreed upon by the representatives of the below signed parties.

R.A Jones & Co.

U.F.C.W. LOCAL 431

Paul Wolf

Bob Waters

Kevin Coffey

Mario Ruiz Ronquillo

Cameron Fidler

Don Harland

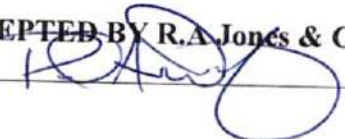
Johnna Mahoney

Randy Mattson

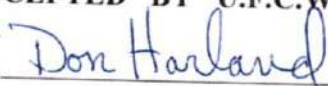
Dale Carter

Tim Hood

ACCEPTED BY R.A Jones & Co.

By: 

ACCEPTED BY U.F.C.W LOCAL

431
By: 



Addendum

To: R.A Jones – Davenport, UFCW Local Union No. 431

From: Paul Wolf, Director of Customer Service NAM CGM

Date: January 14, 2020

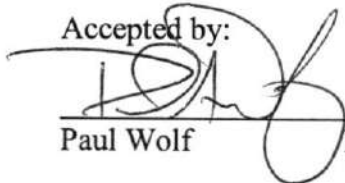
Re: 2019 R.A Jones Collective Bargaining Agreement

Section 63A of the Collective Bargaining Agreement was inadvertently missed when the CBA booklet was updated and printed with the negotiated changes agreed upon between the Union and Management.

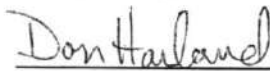
The 2019 Collective Bargaining Agreement should read as follows:

63A The Company will provide an authorization form for \$400.00 per year for the purchase of prescription safety glasses, to include the option of transition lenses, for all employees in accordance with the R.A Jones & Co. Optical Plan. The Company agrees to furnish all other safety equipment necessary for employees except safety shoes. All safety items with the exception of prescription safety glasses shall remain the property of the Company and shall be replaced when necessary provided the old piece of equipment is accounted for by the employee. Employees are subject to discharge or discipline for failing to comply with Company safety rules.

Accepted by:


Paul Wolf 1/14/2020
Date

Accepted by:


Don Harland 1/15/20
Date

UFCW DISTRICT LOCAL UNION 431

BOB WATERS
PRESIDENT

SCOTT NOYD
SECRETARY-TREASURER

Davenport Office
2411 W. Central Park Avenue
Davenport, Iowa 52804

(563) 323-3655
1-800-292-7293

You can contact your local union
On the Internet

Our Website address is:

www.ufcw431.com

Please attend your union meetings