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# AGREEMENT

By and Between



COPELAND  
CORPORATION

and

12800

4/16/02



DISTRICT 7  
LOCAL 725  
SIDNEY, OHIO

JUNE 23, 2000 - JUNE 1, 2006

# 2001

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# **AGREEMENT**

**By and Between**

**COPELAND  
CORPORATION**

**and**

**IUE-CWA  
A Force for Working Families  
AFL-CIO**

**DISTRICT 7  
LOCAL 725  
SIDNEY, OHIO**

**JUNE 23, 2000 - JUNE 1, 2006**

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## AGREEMENT

This AGREEMENT made and entered into and effective on the 23<sup>rd</sup> day of June 2000 by and between COPELAND CORPORATION of Sidney, Ohio, its successors and assigns, on behalf of its Sidney plant (Sidney, Ohio); hereinafter referred to as "Corporation" and the I.U.E. which is an Industrial Division of the C.W.A. AFL-CIO-CLC known as IUE-CWA AFL-CIO-CLC for itself and on behalf of LOCAL 725, Sidney, Ohio, hereinafter referred to as the "Union."

WITNESSETH, that the parties agree as follows:

The purpose hereof is to provide orderly collective bargaining relations between the Corporation and the Union, to secure a prompt and equitable disposition of grievances, and to establish fair wages, hours, and working conditions for the employees covered by this Agreement.

## RECOGNITION

1. The multi-plant unit covered by this Agreement consists of the Corporation's plants at Sidney, Ohio.
2. Any plants or bargaining units for which the Union shall hereinafter be certified shall automatically become a part of the multi-plant unit and be included in and be covered by this Agreement.
3. The Corporation recognizes the Union as the exclusive representative of all production and maintenance employees, including all local truck drivers and group leaders in the multi-plant unit covered by this Agreement for the purpose of collective bargaining with respect to wages, rates of pay, hours of work, and other conditions of employment, but excluding office and clerical employees, technicians, nurses, draftsmen, engineers, shipping and receiving clerks, over the road truck drivers, drayage drivers, professional employees, guards, and supervisors as defined in the National Labor Relations Act.

4. The term "employees" is hereinafter used to indicate the employees for which the local set out above is the exclusive representative for collective bargaining in the multi-plant unit covered by this Agreement, and does not refer to any employees who are so excluded.

### **NON-DISCRIMINATION**

5. The Corporation agrees that it will not discriminate against any of the employees in the payment of equal wages, assignments to jobs, seniority, promotions, training, transfer, layoff, discipline, discharge, or any other term or condition of employment, because of race, color, religion, sex, age, or national origin. Any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, will be subject to the grievance and arbitration machinery.

### **CONSIDERATION AND COOPERATION**

6. This Agreement is entered into consideration of the mutual performance thereof in good faith by both parties. The intention of this Agreement is to establish harmonious relations between the Corporation and the Union and its membership, and to promote the general welfare of the Corporation and the employee. The parties of this Agreement agree to cooperate in every reasonable way in carrying out the provisions hereof and to exchange such information with respect hereto as is mutually deemed essential for the furtherance of harmonious relations. The Union recognizes that it is the responsibility of the Corporation and its Plant Management to maintain plant efficiency and agrees that Management shall have the freedom of action necessary to discharge its responsibility for the successful operation of the Corporation. This responsibility includes, among other things, the determination of the number and location of its plants; the selection of those with whom it will do business; and the determination of the products to be manufactured and the production schedules. This section does not limit or modify the rights of the parties under any other provisions of this Agreement.



## BARGAINING UNIT WORK

7. *Work regularly performed by employees in the bargaining unit shall not be done by anyone not in the bargaining unit except as otherwise permitted in the Agreement.*
  
8.
  - (a) *It is understood that the Corporation will utilize its maintenance shop and maintenance employees in the plants to do the kind of work they have regularly and customarily done in the past in such plants to the extent it is efficient and economic to do so with the existing machinery and equipment, skills, manpower and facilities, taking into consideration whether or not the Corporation can do the work competitively in quality, cost and performance, and within the projected time limits.*
  
  - (b) *In all cases except where circumstances prevent it, local management will hold advanced discussions with the appropriate members of the Union Shop Committee and one member of the Skilled Trades Committee prior to letting a contract for the performance of maintenance and construction work in the plant. In this discussion, local Management is expected to review its plans or prospects for letting a particular contract. The local Union representatives should be advised of the nature, scope and approximate dates of the work to be performed, and the reasons (equipment, manpower, timing, etc.) why Management is contemplating contracting out the work. At such times, local Management representatives are expected to afford the local Union representatives an opportunity to comment on the Management's plans and to give appropriate weight to those comments in light of all attendant circumstances.*
  
  - (c) *In no event shall any seniority employee, who regularly and customarily performed the work in question, be laid off or downgraded as a direct and immediate*

result of work being performed by an outside contractor on the plant premises.

9. It is agreed that foremen will not work on production except for instruction of employees where employees are present, predetermined pilot or trial runs and new tooling or setup where this is experimental work, to insure safety of employees, and in causes beyond the Corporation's control. It is understood and agreed that the following will be working foremen: maintenance foremen, tool and machinery building foremen, and tool room foremen.
10. Both parties understand that the expressed purpose of the bargaining unit work section in Paragraphs 7 through 10 of the Labor Agreement is to prohibit salaried employees from performing bargaining unit work except as specifically permitted in the bargaining unit work section. However, salaried employees in the position of Supervisor/Manufacturing Technicians in the Scroll areas may perform work assigned to bargaining unit work employees in Scroll. These salaried employees are not intended to replace employees when absent, tardy, or when management determines that overtime is necessary, or when additional bargaining unit employees are required.

#### UNION SECURITY

11. All present employees shall remain members in good standing in the Union as a condition of employment. All new employees shall become members of the Union thirty (30) calendar days after the date of their employment and shall remain members in good standing as a condition of employment.
12. To remain a member in good standing of the Union shall mean that an employee shall maintain their membership in the Union to the extent of paying membership dues uniformly levied against all Union members.

13. The Union will furnish the Corporation such certified lists of members and such proof of dues payable, and of the non-tender thereof as may be necessary to the operation of this Paragraph 12 and 13, and as requested by the Corporation. The Corporation will issue discharge warning notices for non-tender of dues within five (5) scheduled working days after receipt of such list and other proof as may be requested.
14. The Corporation shall deduct from an employee's wages such Union dues and initiation fees upon receipt of an individual written authorization for such deductions. These deductions shall be made from the first pay of each month following receipt of individual authorization and remitted promptly to the Financial Secretary of the Union.

The Corporation will remit the portion of these deductions in the amounts set out in writing by the International, District, and the Local Union instructing the Corporation as to the respective amounts of the deductions due them, and will follow such written authorization by the Local and International Union for the life of this Contract.

15. An employee may have their membership dues and initiation fee deducted from their earnings by signing the form for "Authorization and Assignment" as follows:

"To Copeland Corporation, Employer:

I hereby assign, from my earnings now or hereafter payable to me from the Employer, to IUE-CWA Local 725 a sum equal to Union membership dues and, if owing by me, an initiation fee as certified to the Employer by the Local.

This Assignment and Authorization is voluntarily made in consideration of the costs of representation and collective bargaining and is not contingent upon my membership in the Union.

Pursuant to this Assignment, and irrespective of my present or future membership status in the Union, I authorize and

direct you to deduct, while I am employed in the represented bargaining unit of the Employer, such a sum equal to membership dues and, if owing by me, an initiation fee as certified to the Employer by the Local.

Regardless of my membership status, this Assignment and Authorization shall be irrevocable until a date one year from its effective date, or until the date on which the current collective bargaining agreement between the Employer and the Union is terminated, whichever is earlier. I agree and direct that this Assignment and Authorization shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each from its effective date, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Union, whichever period is shorter. This Assignment and Authorization may only be revoked by written notice by individual registered or certified mail, given by me to the Employer and the Union, postmarked not more than twenty (20) days and not less than ten (10) days prior to the expiration date of each one-year period, or the termination date of each applicable bargaining agreement between the Employer and the Union, whichever date is earlier.

This Authorization and Assignment supersedes all previous Authorizations and Assignments."

16. The Union will indemnify and save the Corporation harmless against any and all claims, demands, suits or other form of liability that shall arise out of discharge or deduction of dues or by reason of any action taken or not taken by the Corporation in reliance upon certified lists of members who are not in good standing furnished to the Corporation by the Union or for the purpose of complying with any of the provisions of Paragraph 13 and 14. In case of error in the deduction of dues under this Paragraph 13, the Union will adjust any such error with the individual employee concerned.

17. The Corporation will submit to the Recording Secretary of the Union each week the names of the employees hired, discharged, quit, leaving bargaining units, or given disciplinary layoffs.

### **MANAGEMENT RIGHTS**

18. The Management of the Corporation and the direction of its *working force, including the right to hire, promote, discipline or discharge for proper cause, or transfer, the right to relieve employees of duties because of lack of work or for other legitimate reasons, and the right to determine manufacturing methods, processes, products, speed of operations, schedules of production, and location of plants* are vested exclusively in the Corporation except as otherwise provided herein. The Corporation retains the sole right to determine the extent to which its plant or plants or any part thereof shall be operated or shut down or production reduced or increased.
19. The application of the provisions of Paragraph 18 by the Corporation contrary to the other terms of this Agreement shall be subject to the regular grievance procedure.

### **STRIKES, STOPPAGES, AND LOCK-OUTS**

20. It is the intent of the parties to this Agreement that the procedure set forth herein shall serve as a means for the peaceful and prompt settlement of all disputes that may arise between them.
21. All differences, disputes, and grievances that may arise between the Union and Corporation concerning the application, compliance, or interpretation of the Agreement shall be settled by the procedure established in this Agreement.
22. During the life of this Agreement, the Corporation will not lock out any employees until all of the bargaining procedures as outlined in this Agreement have been exhausted and in no case on which the Umpire shall have ruled and in

no other case on which the Umpire is not empowered to rule until after the negotiations have continued for at least five days at the Appeal Step of the Grievance Procedure and the matter has been reviewed in a meeting between representatives of the International Union and the Corporation Personnel Staff and not even then unless a notice of such lockout has been delivered to the Union at least five days prior to such lockout action. In case a lockout shall occur the Union has the option of canceling the Agreement at any time between the tenth day after the lockout occurs and the date of the settlement.

23. During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in, or slow-down in any plant of the Corporation, or any curtailment of work, or restriction of production or interference with the production of the Corporation or its premises until all of the grievance and bargaining procedures as outlined in this Agreement have been exhausted, and in no case on which the Arbitrator has the right to decide under the Agreement and in no non-arbitrable case unless at least five days of meetings and negotiations between the Corporation and the Union have taken place over a period of 30 days after the dispute has arisen. A representative of the International Union shall be present at these meetings.
24. The Corporation and the Union agree that there shall be no strike, or other interference, or interruption to production during this 30-day period, and they shall make every effort during this 30-day period to settle the grievance to prevent a strike or lockout. Moreover, in any event, there shall be no strike action unless, and until such action has been fully authorized as provided in the Constitution of the IUE-CWA, Local 725. At the end of this 30-day period, the Union may exercise its right to strike by serving five-day notice in writing upon the Corporation of the Union's intention to strike at the expiration of such notice. In case a strike or stoppage of production shall occur, the Corporation has the option of canceling the Agreement at any time between the fifth day

after the strike occurs and the day of its settlement. Any such strike or stoppage for the purpose of obtaining changes in the Agreement during its term shall be a violation of this Agreement. The Corporation reserves the right to discipline any employee taking part in any violation of this section of this Agreement. In no event shall a strike as provided herein, during the term hereof, take the form of a sit-down, stay-in, slow-down, or other curtailment or interference with work as contrasted with a general walkout.

25. Those issues which the Union may strike over are as follows:
- (a) Abnormally dangerous health and safety conditions to the employees in the plant.
  - (b) Should the Corporation create a new job classification not listed in the Wage Rates and Job Classifications of the plants herein, and the parties to this Agreement can not agree to a wage rate for the new classification established by the Corporation.
  - (c) Any issue which the arbitrator has no right to decide under this Agreement as provided in Paragraph 89 Arbitration.
26. It is understood that any strike action taken in accordance with Paragraph 23 of this Agreement may only be taken at the plant where the dispute exists.

### **MILITARY SERVICE**

27. The Corporation agrees to comply with such present or future state or federal legislation as may be in effect with respect to the re-employment of employees who are drafted or called into military service of the United States and are honorably discharged pursuant to the Selective Service Act.

28. It is mutually agreed between the Company and the Union that a "Military Pay Differential" will be instituted for bargaining unit employees performing U.S. Military Reserve obligations.
29. The differential pay will be paid for a period of up to a total of two (2) weeks of military service annually. Differential pay will be based on the difference between the total pay received from the federal government for those two (2) weeks and the employee's normal wages, including shift differential, calculated on the employee's normal schedule (40 hours). It is the intention of this policy to ensure that the employee suffers no out-of-the-pocket loss for the period of service. Subsistence, travel and rental will not be included in calculating this differential pay.
30. Military pay differential will be paid for all regular work days lost as the result of an "Emergency Duty Call-up" requirement, not to exceed four (4) weeks annually.
31. All employees will accumulate seniority for the period actually served on such U.S. Military Reserve or Emergency Duty Call-up obligation. No employee with under one year's seniority will receive the pay differential.
32. No employee will receive vacation pay and the military differential pay for the same period. If the Company vacation and Military Reserve obligation occur at the same time, provision will be made for the affected employee to take vacation due such employee at a later date.
33. In order to receive differential pay, a statement from the commanding officer conforming to the Company's requirements and certifying length of time spent and payment received must be submitted to the payroll department.



## **JURY DUTY**

34. Any seniority employee, regardless of shift, who is summoned to and reports for jury duty as prescribed by law, shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of eight (8) hours per day or forty (40) per week.

All employees working on Continuous Work Schedule will be paid straight time up to twelve (12) hours per day (up to forty (40) hours per week maximum) when scheduled to work.

An employee shall be paid for each day on which the employee performs jury duty and on which the employee would have otherwise been scheduled to work for the Company (excluding Saturdays, Sundays, and holidays). The employee shall give the Company advance notice of impending jury duty and shall submit proof of having served on a jury and the pay received for each day involved.

## **CHANGES OF ADDRESS**

35. Employees shall notify the Personnel Department of any changes of address within five (5) days after such change has been effected, and they shall receive a written receipt from the Corporation that such notice has been given. Such notice shall be given by registered mail or in person. The Corporation shall be entitled to rely upon the last address of an employee shown on its records. The Corporation shall give the Union office a copy of all changes of address for employees as they are received.

## **SAFETY AND HEALTH**

36. The Corporation will comply with the Occupational Safety and Health Act (hereinafter called OSHA).

37. The Corporation agrees to furnish to each of its employees a place of employment which is free from recognized hazards that are likely to cause serious physical harm to its employees, and will adopt and use a program necessary to provide such safe place of employment pursuant to OSHA.
38. If an injury occurs which is compensable under Workers Compensation Law of Ohio, the employee shall receive pay at his regular rate of pay for time lost while at the doctor or hospital, ~~or the remainder of his regular scheduled hours~~ on the day of the injury, if unable to return to work. Payment for lost time is limited to the day of the injury only. A signed statement by the doctor on the date of injury must be presented which verifies that the employee was unable to return to work the day of the injury.
39. The Corporation agrees to establish a Joint Safety Committee in each plant on each shift covered herein. The committees shall be composed of one employee designated by the Union and one member of management, not to exceed six (6) members by either party. The Union agrees to participate on such committee and will make every effort to have its members observe and comply with all safety and protective clothing and equipment as provided by the Corporation. Where it requires them, the Corporation will provide each employee one (1) pair safety glasses, including prescription safety glasses, and will replace any safety glasses broken in the course of work as determined by the Medical Department. The employee must provide the prescription. The Corporation will continue to provide minor, routine maintenance of safety glasses. The Corporation will pay 60% of the cost of replacing worn or pitted safety glasses or changes in the prescription of such safety glasses. Employees are responsible for replacing lost safety glasses. The Joint Safety Committee may seek the advice of an outside impartial expert on safety matters during the Committee's monthly meetings or during any inspection conducted by the Committee.

40. The Committee, through mutual agreement will:
- (a) Select meeting days, with a meeting at least once a month;
  - (b) Make monthly inspections of the plant;
  - (c) Make recommendations for the correction of unsafe working conditions and the elimination of unsafe practices in accordance with OSHA;
  - (d) Have the right to review and investigate all reports of serious industrial accident cases arising from an unsafe working condition or practice;
  - (e) Assist the local management in carrying out its safety and health program..
41. Any dispute arising with respect to the interpretation or application of the provisions hereof shall be subject to the 3rd Step of the grievance procedure and arbitration procedures set forth in the Agreement as modified by any other provision of the Agreement. Neither party will oppose testimony of/or participation by Occupation Safety and Health Administration officials or the use of OSHA documents in any private litigation.
42. All newly installed machinery and equipment can be inspected by the Joint Safety Committee before being placed in operation. The Joint Safety Committee will be notified before any new machinery or equipment is placed in operation.
43. In any arbitration proceedings involving safety and health grievance, the arbitrator's decision shall not be inconsistent with OSHA.
44. The Union member of the Joint Safety Committee shall be allowed to leave work during working hours to perform their duties in compliance with the Safety and Health clause with-

out loss of pay, but must inform their supervisor where they are going and why, and provide proper notification to the supervisor of the department or work area that is being entered.

## **TIME STANDARDS**

45. The Corporation agrees that in exercising its right to establish standards and rates of production it will make studies on the basis of fairness and equity consistent with quality and workmanship, efficiency of operation, and the reasonable working capacities of normal operators. It is agreed that multiple operations on the same or different classifications by an employee will be considered as an element of the job in determining the fairness of the employee's standard, and the employee shall be paid the rate of pay for the highest classification on which he is working.
46. The Time Standard will represent the time required for an average employee, on an average day, under average conditions to do a given operation or job including all necessary allowances using specified equipment and materials working to definite specifications and with the operator expending NORMAL (100%) EFFORT AND AVERAGE SKILL.
47. To the Normal Task Time of an operation will be an allowance of 3 and 1/2% for Personal Time. All new or revised standards will include a contingency factor of 1 and 1/2% as a minimum allowance.
48. To compute the PRODUCTION QUANTITIES, a 56.9 minute hour will be used (the work hour reduced to compensate for break periods and wash-up periods). The 56.9 minute hour divided by the standard minute for the operation equals the production quantity required per hour for 100% (455 minutes for an eight hour standard.)
49. Time standards on an operation shall be regarded as temporary and will be so designated until such time as the operation is being performed under normal conditions with nor-

mal methods by normal, experienced operators following which permanent standards will be set as provided herein. The Corporation will establish permanent standards for all present temporary standards, and such permanent standards will be set no later than six (6) calendar months following the execution of this Agreement for all present temporary standards and six (6) calendar months following the designation of such standards as a temporary standard for all future standards.

50. In the case of operations which run intermittently, permanent standards will be set as soon as possible after the operation has been in production with normal methods, under normal conditions, with normal, experienced operators, or within a six (6) month period of actual production, whichever occurs sooner. The provisions concerning the establishment of permanent standards shall not apply to operations of pilot lines, experimental or tryout runs. The Union will be notified by memo of all operations that are being operated intermittently and which are to be considered under this paragraph.
  
51. When a permanent standard is established for an operation, notice thereof and the date to become effective will be given to the operator and to the person designated by the Union Shop Committee, and the study and all facts upon which such standard is based will be made available to the operator. Pending the establishment of permanent standards, temporary standards will be set based upon experienced performance of such operation. Standards will be set in accordance with recognized industrial engineering methods. Standards will be subject to a review once every eighteen (18) months with the following options:
  - (a) Operations being performed below standard requirements.
  - (b) Operations that have work elements changed or revised.

(c) (a) and (b) can be reviewed as required to correct the standard.

52. If an employee claims that the permanent standard established by the Corporation on their job is too high, they may request their foreman to check the operation. After such check and after the employee has spent a trial period of a minimum of five (5) work days on the established standard, if the employee is still dissatisfied with the permanent standard, the Corporation will check and/or restudy the operation with employee, their steward, and the designated member in attendance and all the facts upon which the permanent standard was established will be made available to them. In such recheck or restudy, the employee complaining and/or other employee may be required to perform the operation.
53. If a satisfactory agreement does not result from such recheck or restudy, the matter in dispute shall be reduced to writing as a grievance, signed by the steward and filed within ten (10) days with the Personnel Department as in Step 3 of the applicable grievance procedure. If the dispute is not settled in the 3rd or 4th step of the grievance procedure and is submitted to arbitration, the arbitrator chosen shall be an industrial engineer.
54. If twenty (20) work days have elapsed since the date on which a permanent standard was established above, and no grievance has been filed protesting such permanent standard, and the Corporation has not revoked such standard, or if within such twenty (20) work day period, the permanent standard is protested, and the Corporation agrees to a change in such standard, or if such standard is changed in arbitration, then the permanent standard as originally established or as so changed shall thereafter remain and continue to be the permanent standard for such operation for the term of this Agreement unless and until there is an alteration in the product, its design or style, in materials, tools,

or fixtures, machinery or equipment, manufacturing methods or procedures, or other conditions affecting the operation.

55. *When any such alteration, or alterations, have been made which would result in a change in job duties or requirements affecting at least five percent (5%) of the operation, or where over a period of time an accumulation of minor alterations of the types set out above which in total have affected at least five percent (5%) of the operation, then a change in that standard may be made for any operation.*
56. No power operated assembly line will be operated above maximum speed established by the Scheduled Line Balance Standard without approval of Industrial Engineer.

### **BULLETIN BOARDS**

57. *The Corporation will provide bulletin boards in each plant for the exclusive use of the Union. Notices of all meetings of the Union, Union recreational and social affairs, appointments and elections, may be posted on these boards. Any bulletin or notice of a controversial nature must be approved by the Corporation before being posted. The Personnel Department will see that approved bulletins will be posted on the various boards.*

### **GENERAL PROVISIONS**

58. The Union will be limited to the distribution of any printed or written notices, cards, pamphlets, or literature of any kind except at employee's entrances at each plant. However, the Union will be permitted to distribute this material immediately inside the employee's plant entrance during inclement weather. The Union will carry out and practice whatever is necessary to the functioning of the Union as per federal law.

59. There shall be no solicitation of funds on Corporation time for any purpose without the written approval of the Corporation.
60. If any paragraph or section of this Contract should be held invalid by operation of law, or any court of final jurisdiction, the remainder of this Contract shall not be affected.
61. It is further agreed that this Agreement and those written re-executed letters of understanding applicable to the plant involved, hereto contain all understandings and the entire obligation between the Corporation and the Union.
62. This Agreement cannot be modified or amended, except in writing, signed by the designated representatives of the Corporation and the appropriate Local and International Union Officials.
63. In any difference, dispute or grievance concerning the interpretation of the Agreement, the Corporation and the Union, by mutual agreement, may interpret or modify any provision of this Agreement and such agreement shall be final and binding on the Union, the Corporation, and the employees.
64. Any matter concerning wages, hours and working conditions of Employment not covered by this Agreement may be negotiated by the Union and the Corporation during the term hereof.
65. All new job descriptions of classifications, and any new changes on present job descriptions, will not be considered in effect unless dated and signed by the Union Shop Committee. The Corporation will furnish a copy of all job descriptions to the Union.
66. Those warning notices and reprimands rendered prior to May 1, 1999, will be considered withdrawn from an employee's record and will not be given any force or effect



in any discharge or discipline case. Warning notices and reprimands will be withdrawn from an employee's record after eighteen (18) working months from the most recent action provided that during such time no other warnings or reprimands are issued.

### **REPORTING PAY**

67. Any employee reporting to work for the regular shift without having been properly notified that there would be no work shall be paid for four (4) hours pay at his regular straight time hourly rate. This provision shall not be applicable where the inability of the Corporation to supply work is the result of fire, snow, storm, flood, power failure or water failure, or a labor dispute at the plant. "Properly notified" means either a local radio announcement (being WHIO, 1290 AM, T102.1 FM, K99.1 FM) or personal notice at least one hour before the start of the shift. During such four (4) hour period, the employee must do any work assigned to him by the Corporation in order to qualify for pay.

### **CALL-IN PAY**

68. Any employee called in to work outside of the scheduled shift hour will be paid at the applicable rate but not less than four (4) hours pay at the regular straight time hourly rate.

### **REST PERIODS**

69. Each employee shall be entitled to a rest period of ten (10) minutes during each half of a shift which is scheduled to work eight (8) or more hours per day. Time or times of taking same shall be designated by the Corporation.

All employees working a Continuous Work Schedule will receive two (2) rest periods, one each in the first and second half of the shift. The first shall be ten (10) minutes, and the second shall be fifteen (15) minutes.

## **CLEAN-UP PERIOD**

70. A five (5) minute warning bell will ring prior to the quitting bell, notifying employees of the wash-up and clean-up period. The five (5) minute period before quitting can be used to wash up providing the work area and machines are clean. However, employees must return to their work stations prior to the quitting bell.

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## **INVENTORY**

71. Employees in each plant may volunteer in line with seniority for inventory during the one (1) week period after the Union has been notified of inventory. If not enough employees volunteer, employees with the least seniority shall be scheduled to work. For those employees scheduled to work, inventory shall be a regular work day. The Corporation will inform the Union of the number of employees needed for inventory three (3) weeks in advance. Pre-inventory overtime assignments in a superintendent's area will be taken from that superintendent's inventory list by seniority.

## **REPRESENTATION**

72. The employees of the Corporation have the right to be represented by a Union shop committee, hereinafter called the Union Shop Committee, which shall consist of the President, Vice President, Recording Secretary, Financial Secretary, and the Chief Steward.
73. In addition to the Union Shop Committee, the employees shall be represented by a district steward and zone committeeman system.
  - (a) In the ratio of not to exceed one district steward for each one hundred (100) employees, Sidney Refrigeration, Scroll, and the Condensing Unit Division plants will be allocated by the Union Shop Committee so that, insofar as practical, each district shall contain approximately one hundred (100) employees. Each steward

shall have a definitely defined district. The members of the Union in each such district shall select a steward who is working in that district. One steward will be allowed to represent total second shift operation in Sidney Refrigeration and Scroll plants not included in steward ratio. One steward will be allowed to represent total third shift operation in Sidney Refrigeration and Scroll plants not included in steward ratio. One steward will be allowed on the first shift, and one steward will be allowed on the second shift at the Condensing Unit Division not included in the steward ratio. There will be one steward for each crew on Continuous Work Schedule not included in the steward ratio. There will be one steward on each shift in Scroll maintenance not included in the steward ratio.

- (b) There will be no less than two (2) zone committeemen on the first shift. The plants will be zoned by the Union Shop Committee. There will be no less than one (1) zone committeeman on each of the second and third shifts.

74. Employment of the district stewards:

- (a) Stewards shall work at their regular work during the first hour of their respective shifts.
- (b) It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employee and management.
- (c) Stewards, when called to investigate a grievance or for other representation functions, must inform their supervisor where they are going and why and clock out on the "Grievance Time Card" before leaving their job and clock in on their return. The stewards must carry the "Grievance Time Card" with them when away from their jobshereunder. In the absence of the steward, the committeeman shall be called.

- (d) The Corporation will pay stewards for lost working hours as follows: Four (4) hours per week per steward. This will be the total combined amount of time which may be used in any week by stewards for the purpose of adjusting grievances, meeting with management, and handling other legitimate representation functions.
- (e) This total time will constitute a reservoir for the total plant and will be drawn upon during each week. The Union will be notified of total clock-out time on a weekly basis.
- (f) Employment of zone committeemen:
  - (1) Zone committeemen shall work at their regular work during the first hour of their respective shift.
  - (2) Zone committeemen must carry the "Grievance Time Card" with them when away from their jobs and must inform their supervisor where they are going and why and clock out on the "Grievance Time Card" before leaving their job and clock in on their return.
  - (3) The Corporation will pay the zone committeemen for lost working time, which is necessarily spent by them in the adjustment of grievances.

75. As per the above stewards ratio and for the purpose of disposition of grievances, the departments of the plants of the Corporation will be divided into stewards' districts as the need arises. These districts will be periodically subject to revision should ratio warrant it.

76. It is mutually agreed that the Union Representatives appointed or elected and representing a specified district must be employed in that respective district. Union Representatives shall not be transferred from their respective districts unless in agreement by both the Corporation and the Union Shop Committee.

77. Stewards shall be elected in any manner determined by the Union and must have attained seniority with the Corporation in order to be eligible to serve as such.
78. The Corporation shall recognize such Union Representatives as are provided for in this Agreement and as are certified to it in writing by the Union promptly after their election or appointment to office.

The Union will submit to the Personnel Department such a list every six (6) months.

### GRIEVANCE PROCEDURE

79. Step 1. Any employee having a problem in connection with their work may see the foreman and attempt to settle the problem or see the foreman and request representation for the purpose of settling a problem.
  - (a) The foreman within a reasonable amount of time will send for the steward without further discussion of the problem.
  - (b) Upon arrival of the steward, the employee will restate their problem in the presence of the steward and the foreman. If it is then requested, the steward and the employee may discuss the problem privately on the job.
  - (c) If the grievance is not resolved, it may then be reduced to writing on the form provided for that purpose and signed by the employee and the steward.
  - (d) The steward will submit the three appropriate copies to the foreman whose written answer will be returned to the steward within one working day. This time may be extended by mutual agreement.

(e) Grievances must be handled promptly within seven (7) work days after the wrong complained of was supposed to have happened or started to exist.

80. Step 2. If the grievance is not satisfactorily resolved at Step 1, the steward within ten (10) working days of receipt of the foreman's answer, will deliver the grievance to the zone committeeman where the grievance will be placed in Step 2. The zone committeeman may then attempt to adjust the grievance with the designated Company representative who shall investigate and make his decision in writing within two (2) working days after it is submitted to him and shall sign same and give three (3) copies of the grievance to the zone committeeman. The zone committeeman shall return two (2) copies of the grievance to the chief steward who will submit one copy to Labor Relations, providing the grievance is settled satisfactorily.

If the grievance is not settled in this step, the zone committeeman shall give it to the chief steward, who shall investigate the grievance and if he is of the opinion that the grievance has not been satisfactorily answered, Step 3 shall follow.

81. Step 3. The Union Shop Committee may then present the grievance and attempt to adjust it with the Corporation at the next meeting between the Corporation and the Union Shop Committee. At this meeting, the Union Shop Committee will present the grievance and the facts their investigation has disclosed. The employee(s) involved may be called in by the mutual consent of the committee and the corporation. At any such meeting, the Union shall be entitled to call in the steward and the committeeman who processed the grievance. The Corporation will give its answer within two (2) working days unless the time is mutually extended. If the grievance is not settled in this step, then Step 4 shall follow.

82. Step 4. A meeting of the Union Shop Committee, the Corporation, and a representative of the International Union shall then be held at the request of either the Corporation or Union at which time the grievance will be reviewed, discussed, and an attempt made to settle it. The Corporation will give its decision to the Union by letter no later than two (2) working days.
83. Regular grievance meetings will be held on Thursday with the starting time to be by mutual agreement. Meetings may be postponed or held more frequently by mutual agreement of the Union and Corporation.
84. A list of grievances which the Union wishes to advance to the third and fourth step will be presented by letter to the Labor Relations Department.
85. Any grievance that is not advanced to the succeeding step of the grievance procedure within ten (10) working days after an answer has been given by the Corporation shall be considered as settled on the basis of the last answer.
86. A list of grievances which the Union wishes to be heard at the third and fourth step will be presented by letter to the Labor Relations Department at least two (2) days prior to each meeting.
87. Stewards, Committeemen, and the Union Shop Committee and Management at its respective levels have the right, and should make every effort, to resolve grievances. Only those responsible shall discuss a grievance at each step; however, the steward may seek counsel from their committeeman. If the committeeman is absent from the plant, the steward may seek counsel from the Chief Steward, and if the Chief Steward is absent from the plant, the steward may seek counsel from the President of the Union or in their absence, the steward may seek counsel from the Union Shop Committee.

## GRIEVANCE PROCEDURE—DISCHARGE

88. The Corporation may discharge an employee for proper cause. Any seniority employee who has been indefinitely suspended or been discharged will be told the reason and will have the right to discuss their case with their Union steward or other Union representatives in a private office before being required to leave the Corporation premises. If the employee refuses such Union representation, the Union will be notified within twenty-four (24) hours of the suspension or discharge. When an employee has been indefinitely suspended, the Corporation will notify the Union by the end of the fifth day of its decision. If the seniority employee has a grievance concerning their discharge, the grievance shall be handled in the following manner:

- (a) If the employee believes the discharge is unjust, they may file a grievance within the first five (5) working days following the discharge, and countersigned by the steward or other Union representative. This grievance will be immediately submitted to the 4th step of the Grievance Procedure.
- (b) A 4th step meeting of the Union Shop Committee and representatives of the Corporation shall be held within the first five (5) working days after the filing of the grievance for the purpose of considering it. A representative of the International Union may attend this meeting.
- (c) Providing the Corporation complies with Paragraph 88, the discharge will stand if the steward or other Union representative does not file a grievance within the time specified in Paragraph (a) of this section. If the employee is found to be improperly discharged, they shall be reinstated; or upon such hearing is not found to have been improperly discharged, they shall be reinstated; or upon such hearing is not found to have been improperly discharged, the discharge shall stand. The back pay of any employee discharged and reinstated,



shall in no case exceed thirty (30) working days immediately after the discharge. The thirty (30) work days are not applicable if the grievance is submitted to arbitration.

### **ARBITRATION**

89. Any grievance remaining unsettled after the last step in the grievance procedure shall be submitted to arbitration within thirty (30) calendar days after the Corporation's decision in the last step upon the written request of either party given to the other. A grievance not submitted to arbitration within the thirty (30) calendar day period shall be considered as settled on the basis of the Corporation's last answer.
90. Within ten (10) days after the request for arbitration is received by the opposite party, the Corporation and the Union shall choose, by mutual agreement, a sole arbitrator. If the Corporation and the Union cannot agree, the arbitrator shall be appointed by the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on the parties hereto and all employees concerned. The services and expenses of the arbitrator shall be borne equally by the Corporation and the Union.
91. An arbitrator shall not have the right to change any of the terms of this Agreement, or to establish any wage rates for new job classifications, or to decide the issue of whether or not there are "abnormally dangerous health and safety conditions" to the employees in the plant. The parties may mutually agree to submit to an arbitrator and authorize the arbitrator to have the right to decide the above items which have been excluded from their jurisdiction.

### **SENIORITY**

92. (a) Seniority shall be defined as the length of continuous service since the employee's last date of hire except as otherwise provided in Paragraph 109 and 110 of this Agreement. Service credits or credited service are

attained from the last date of hire for those periods during which an employee is actually at work. Employee will receive service credits for earned holidays and vacation, only as it applies under the Preferential Hiring Section. A new employee, after having been employed for 90 calendar days, shall be entitled to seniority and to their automatic increase on the 91st day. There will be no seniority for such probationary employee, and their employment may be terminated for any reason. However, if the employee is terminated before they have completed their probationary period and is rehired within 30 days, they will only be required to work the remainder of their probationary period plus an additional 30 working days to obtain seniority back to their original date of hire. No grievance will be processed in connection with such termination or layoff except failure to make wage payment on contractual terms or discrimination due to race, color, religion, sex, age, or national origin.

- (b) Any employee who has been incapacitated at their regular work by injury or compensable occupational disease while employed by the Corporation, will be employed in other work on a job that is open in the plant, which they can do by seniority and within their restrictions. Any employee as described above may be placed or retained on a job they can do without regard to seniority rules providing an agreement is signed by the Company and the Union Shop Committee.
- (1) In compliance of Paragraph 92(b) of the Agreement, the Company will inform the Union of those returning from leave and provide the Union with documentation of the employee's restrictions, the date, and job to which the employee is being returned, the length of time the employee will be on such job (up to ninety (90) days, which may be extended by mutual agreement between the Company and Union).

(2) Any such employee will be allowed to work scheduled overtime on the job to which they are assigned as long as it fits within their restrictions. They may bid, provided the posted job is within their work-related restrictions. A restricted person shall not be able to be on the voluntary overtime list.

93. An up-to-date copy of the present seniority list shall be furnished to the Union.

Each ninety (90) days new up-to-date lists shall be compiled and submitted to the Union for the life of this Agreement. The Corporation may rely and act upon such seniority lists unless the Union advises the Corporation of any errors therein within ten (10) days after delivery of the lists to the Union. The seniority list shall consist of the Social Security number, name, date of hire, and classification.

94. Members of the Union Shop Committee and committeemen, if applicable, during their terms of office shall have seniority and classification preference over all other employees on the seniority list at time of layoff, recall, and leave of absences. Shop stewards, during their terms of office, shall have seniority and classification preference in their respective districts at time of layoff, recall, and leave of absences as outlined in this agreement. This seniority will apply, providing they have the ability to do the job. Upon expiration of their terms of office, members of the Union Shop Committee, committeemen, if applicable, and stewards will be returned to their regular positions on the seniority list.
95. Bargaining unit employees hired before April 10, 1988, will be on the Master Seniority List according to plant-wide seniority. In addition, separate seniority lists will be maintained for each of the three plants Sidney Refrigeration, Scroll, and Condensing Unit Division by plant seniority of the employees assigned to each plant as of the effective date of this Agreement. Employees on the Master Seniority List will remain on this list until they retire, quit, or are otherwise terminated. Employees hired after April 10, 1988, shall have

their names and seniority date added to the seniority list of the plant to which they are assigned, but not to the Master Seniority list. Such employees shall only accrue seniority in the plant in which the employees are hired. Such new employees will not have bumping rights to the other plants. Such new employee will not have bidding rights to other plants until they have attained two years of seniority.

### **LOSS OF SENIORITY**

96. An employee shall lose their seniority, and their name shall be removed from the Corporation's payroll in any of the following events:
- (a) If they quit.
  - (b) If they are discharged for proper cause.
  - (c) If they are absent for three (3) consecutive working days without having notified the Personnel Office by telephone or written communication.
  - (d) If they are laid off and when recalled to work fail to answer said notice within five (5) working days after the notice is received or returned. However, if an employee who does not answer said notice or report to work within such time limits presents within ten (10) working days after such notice is received or returned a reason acceptable and mutually agreeable to the Corporation and the Union Shop Committee for not doing so, their seniority will be restored, and they will again be recalled to work for the first available job opening. Notices and requests of the Corporation recalling employees to work shall be by certified mail with return receipt addressed to the employee at the last address furnished the Corporation by the employee.
  - (e) If they are laid off for thirty (30) consecutive months. However, if the employee's seniority exceeds thirty (30) months at their time of layoff, they shall not lose se-

niority until they are laid off for a continuous period equal to their seniority acquired by them at the time of their layoff. Employees with five (5) or more years seniority at the time of layoff lose seniority if they are laid off in excess of five (5) consecutive years.

- (f) If they shall give false reason for obtaining a leave of absence.
- (g) If they work elsewhere while on leave.
- (h) If they shall not report for work immediately upon the expiration of a leave of absence unless they present a reason acceptable and mutually agreeable to the Corporation and the Union Shop Committee for not doing so.
- (i) If they are retired under the pension plan and agreement between the Corporation and Union.
- (j) Employees transferred out of the bargaining unit will forfeit all seniority rights after six (6) months from the date they left the bargaining unit, and if they return after that period, they will be considered new employees. If they are returned to the bargaining unit during this six (6) month period, they will be reinstated with full seniority benefits. They will be placed on an open job in the classification. If no job is available, they will be placed on a job in the same rate of pay.
- (k) An employee absent for eight (8) or more consecutive days without having requested and received a leave of absence shall forfeit all seniority rights.

### **LEAVES OF ABSENCE**

- 97 Any seniority employee who is unable to work because of injury, illness, or maternity, and who furnishes satisfactory evidence thereof, will be granted an automatic leave of absence covering the period of continuing disability. Any se-

niority employee who requests a Family Medical Leave, and who furnishes satisfactory evidence thereof, will be granted an automatic leave of absence. Such employee will accumulate seniority during such sick or Family Medical leave. The Corporation may request a current medical statement attesting to such continuation of disability and shall be furnished such statement within eight (8) calendar days after request. The Corporation may request a statement every thirty (30) calendar days.

98. An employee being granted a leave under this clause will receive holiday pay for only those holidays occurring during the first thirty (30) calendar days of the leave.
99. Any employee requesting a leave due to their not being able to perform the job may be required by the Corporation to submit to a physical examination to determine whether the employee must take a leave of absence for their safety and to determine when the employee in fact will return to work. In the event the employee's physician and the Corporation's physician substantially disagree over whether the employee in question should or should not work, a third neutral physician will be selected by the other two physicians. The employee, the Union, and the Corporation will be bound by the neutral physician's opinion on whether the employee should or should not be working.
100. Leaves of Absence may be granted to employees for full-time Union work and seniority shall accumulate during such leaves. Such leaves will be granted only when requested in writing to the Corporation by the International Union. Authorized delegates to Union activities shall be granted a leave of absence on their request for, not to exceed fifteen (15) days to enable them to attend. They shall accumulate seniority during such leaves and upon the expiration of their terms or missions, they shall report back to the Corporation within two (2) weeks thereof and shall be reinstated on their job in line with their seniority.
101. If an employee wishes a leave of absence for personal rea-

sons, they are required to notify their foreman and obtain the Corporation's permission. A request for a leave of more than ten (10) work days must be put in writing by the employee. Leaves of absence for forty-five (45) days or less may be granted by the Corporation with accumulated seniority, but any leave of absence or extension thereof of more than forty-five (45) days must be by mutual agreement of the Corporation and the Union Shop Committee in order to accumulate seniority. A leave of absence of more than two (2) weeks shall be in writing.

102. Any employee, either on sick leave or personal leave of absence, may return to work anytime during such leave upon two (2) days written notice to the Corporation.

### **LEAVES OF ABSENCE—VACANCY**

103. When an employee returns from a medical, personal, industrial, or family medical leave of absence, they will return to the job held prior to leaving. The employee used to fill the vacancy will not obtain the classification.

### **BASIC JOB CLASSIFICATION**

104. The employees' basic job classifications at the effective date of this Agreement shall be their basic classification.
105. An employee's basic job classification will change when:
- (a) They successfully obtain a different job through the bidding procedure.
  - (b) They have been downgraded.
  - (c) They have been permanently transferred for medical reasons.

- (d) Seniority employees are assigned permanent jobs before probationary employees are considered.
  - (e) The Chief Steward will be notified in writing of all permanent transfers.
106. Employees working on jobs other than their basic classification during periods of layoff or job reassignment will be transferred back to their basic classification when there is a vacancy and they have the seniority.
107. When an employee's work is unsatisfactory, he may be demoted by downgrading or be discharged. The Corporation will not use demotion as a disciplinary measure.
108. Placing an employee within the same job classification shall be at the discretion of management, providing no move is made discriminatory or arbitrarily. Any arbitrary or discriminated exercise of this right of the supervisor may be brought to the attention of the Labor Relations Department by the President of the Union for an immediate remedy.

### **PERMANENT LAYOFF**

109. When it becomes necessary to layoff employees or recall laid-off employees, such layoffs and recalls shall be on a plant-wide seniority basis except for the non-interchangeable skilled trades classifications of Toolmaker Lead Person, Toolmaker, Maintenance Specialist, Master Electrician, Master Machine Repairman, Machine Repairman, Electrician, Tool Grinder, Boiler Operators, and except for the non-interchangeable production classifications of Area Setup Machine Shop, Area Setup Welder, Area Groupleader, Specialty Unit Mechanical/Electrical Assembly, Machine Center Operator, Coordinator Machining, Unit Certified Brazier, Unit Tubing Machine Operator, Unit Plant Specialty Operator, M-Line Unit Assembler, Coordinator Machining Gauge Operator, Coordinator Product Support Oil Blender, Oiler, Unit Assembler, Coordinator Assembly, Coordinator Product Support RMA, Coordinator Product Support/Product



Evaluation, Coordinator Product Support/Material Handler, Product Support Material Handler Specialist, Unit Return Material Handler, Product Support/Maint Processing, Coordinator Product Support/Maint, Coordinator Product Support Weld, Coordinator Machining-A, and Customer Quality Assurance. These classifications shall have seniority herein, and shall have plant-wide seniority in layoff transfers as provided for in this Agreement. Probationary employees shall be the first to be laid off in case of reduction of force. The Corporation will attempt to notify the Union Shop Committee and affected employees one week prior to the layoff but no less than the day prior to the last day they work.

- (1) In case of reduction in the work force, employee(s) will be laid off under the applicable procedures set forth under the Labor Agreement, except for employee(s) in the following classifications: welder, labor maintenance, BR body line (classification of body bore, borematic, multi-station drill, mill, and hone), brazier, Copelametic body machining, utility operator machining, utility operator assembly, and utility operator inspection.
- (2) Employee(s) in the above classifications shall have seniority herein. However, they may be displaced by more senior employee.
- (3) In the event that such laid-off employee has greater seniority than employee(s) retained in the above classifications, they will have the right to apply to displace the least senior in the above classifications, plant wide. Such employee will be recalled, given due consideration to the employee's capability to perform the work.
- (4) The applicant must be capable of performing the work in the above classifications and must file the application to displace within one hundred and twenty (120) days following the first day of layoff or upon exhausting unemployment compensation.

- (5) Management will recall the applicant in line with their seniority and capability within five (5) work days following receipt of the application.
  - (6) The employee will receive a copy of this application at the time of layoff.
110. Any employee who feels that they have been permanently laid off, or not recalled, and which has been out of line of seniority under the terms of this Agreement shall file a grievance within one (1) week in order to receive back pay from the date of layoff. If a grievance is filed later than one (1) week from the time an employee knew they were laid off or not recalled properly, then the retroactive pay will be effective from the day the grievance is filed. A grievance hereunder shall not be considered to exist at the end of six (6) months from the date of layoff. The Union will be furnished a copy of all permanent layoffs and recalls, including the name, seniority date, and Social Security number of those employees laid off and recalled.
111. The procedure for the recall of seniority employees after a layoff shall be the reverse of that which was followed on the layoff under Paragraph 115.

### **LAYOFF PROCEDURE**

112. When a reduction in the work force is made within a plant, employees will be laid off from that plant under the applicable procedures set forth in this Agreement. Layoffs involving employees on the master seniority list will have the right to displace the least senior employee in the other plant(s) in the interchangeable classifications as listed below giving due consideration to the employee's capability to perform the work:

Painter Maintenance  
Labor Maintenance  
Line Reamer  
Assembler  
Hi-lo Operator  
Inspector  
Drill Press Operator

Spot Welder  
Stockman  
Blow Out Operator  
Burrer  
Janitor  
Unit Custodian  
Unit Packer Crater

Employees retained may be transferred by the Corporation to other job classifications, and management shall offer the most senior employees the opportunity to be transferred to the classification nearest their own rate if they have the ability to do the available jobs. No employee shall have the right to a job classification of a higher rate than their current basic classification at the time of layoff.

113. An employee who is transferred to another job classification in accordance with Paragraph 112, or who on recall is put back to work in a classification other than their basic classification, or who is downgraded, shall be transferred back to their basic job classification when there is a vacancy and they have the seniority. Such transfer back to basic job classifications shall be made before the job is open for bidding.
114. No vacancy in a basic job classification shall exist until all employees whose basic job classification is in such classification and were transferred or laid off from such job classification have been transferred back or recalled to such classification. In such cases, temporary transfers may be made by the Corporation under Paragraph 122 of this Agreement for more than two (2) weeks if necessary. In long lay-offs, the Corporation and the Union Shop Committee may mutually reinstate the two (2) week Temporary Transfer Paragraph and Job Bidding Paragraph.
115. When employees are laid off in accordance with these lay-off procedures, seniority will be exercised in the affected classifications as follows:

- (a) A senior employee who loses their job during time of plant layoff will be placed on an available job in their classification on their shift.
- (b) The employees being retained will be the most senior in the basic classification on their shift.
- (c) The least senior employees being retained in the classification will then be placed on the available jobs in the classification on other shifts.
- (d) If there are no openings, the least senior employees in the affected classification will be placed on other available jobs in line with seniority.
- (e) Employees in the affected classification(s) in that plant may elect to volunteer for a layoff. In the event that the number of employees who volunteer to take a layoff exceeds the total number of employees to be laid off plant wide, then seniority in the affected classification(s) will be recognized. Paragraph (e) will apply to all job classifications except those non-interchangeable classifications listed in Paragraph 109 of this Agreement.
- (f) At the time of layoff, an employee may elect to displace a less senior employee in either Sidney Refrigeration, Condensing Unit Division, or Scroll plants providing:
  - (1) They are on the master seniority list, and
  - (2) They are qualified to perform the job.
- (g) They may subsequently make application to displace a less senior employee on one of these jobs. This can be done any time within 120 days from the date of layoff. If more than 120 calendar days go by, the person must wait to make application until their unemployment benefits are exhausted.

- (1) Application must be made and signed in person at the personnel office by completing the necessary form.
  - (2) Management will then place the person in line with their seniority within 5 scheduled work days following receipt of the signed application.
- (h) In the event that either Sidney Refrigeration, Scroll, or *Condensing Unit Division* plants should completely cease to operate, those employees on the master seniority list will be governed by Paragraph 109.

116.

- (a) When an employee is called back from layoff, they will exercise their seniority as follows:
- (1) Employees who exercise seniority in accordance with the above will be recalled in line with seniority as jobs become available in their basic classification and plant. However, if the employee has not been recalled to their basic classification within six (6) calendar months from their layoff date, section (1), (2), (3), (4), and (5) shall apply.

All other recalled employees will be assigned as follows:

- (2) They will be placed on the first available job in any plant.
- (3) They will remain there until they have the seniority to go back to their home plant. When employees are recalled to their home plant, they shall be required to return in line of seniority as jobs become available.
- (4) They will remain there until they have the seniority to go back to their shift in their basic job classification.

(5) They will remain there until their basic job is opened up and then will return to that job.

(b)

(1) Employees hired after April 10, 1988, who are subject to layoff due to a reduction in the work force within the plant to which they are assigned, and job vacancies and/or additional manpower is needed in another plant, the affected employees in line with their plant seniority shall be given an opportunity to transfer to that plant.

(2) Employees who are afforded this opportunity and elect to be transferred to another plant, shall have their seniority transferred to that plant at the time they commence work at such plant. However, in cases where employees are transferred to special classifications (non-interchangeable occupational classifications listed in Paragraph 109), they must meet the qualifying conditions for that classification. Employees not qualifying will be returned to layoff status from the plant in which the employee was hired.

(3) Employees hired after April 10, 1988, who are laid off due to a reduction in the work force, may subsequently make application to be recalled to any plant when additional manpower is needed. Employees making application will be required to return in line with seniority of those making application to be recalled to a plant other than the plant in which the employee was hired and the provision of Paragraph 2 above shall be applicable.

(4) The employee will receive a copy of this application on the day of layoff.

## INTERNAL ADJUSTMENT

117. When it becomes necessary for the Corporation to have an internal adjustment, it will be handled in the following manner:
- (a) The affected employees will be transferred for two (2) weeks on available jobs, on their shift, if possible, with no loss of pay. This two (2) week period may be extended by mutual agreement between the Corporation and the Union Shop Committee.
  - (b) Thereafter, the affected employees will exercise their seniority in their classification on their shift and then other shifts.
  - (c) In returning employees to their basic job classification after an internal adjustment, the following procedure will be used:
    - (1) They will remain on the job to which they were displaced until their seniority entitles them to go back into their basic job classification.
    - (2) They will remain there until they have the seniority to go back to their shift in their basic job classification.
    - (3) They will remain there until their basic job opens up and then will return to that job.

## TEMPORARY LAYOFF

118. A temporary layoff for production adjustment purposes may be made in any group or line without regard to seniority and shall be limited to ten (10) days in any calendar year unless extended by mutual agreement.
119. A temporary layoff for such reasons as machine breakdown, lack of materials or parts, or causes beyond the

Corporation's control may be made without regard to seniority and shall not exceed one (1) week's duration at a time. To avoid repeated temporary layoffs of the same employees in any group or line, the Corporation and the Union may agree to distribute a temporary layoff among employees in a group or line doing similar work.

120. If, in either of the above cases it is necessary to extend the duration of such temporary layoffs, Paragraph 109 shall be followed unless otherwise mutually agreed upon by the Corporation and the Union Shop Committee.
121. Paragraphs 115 and 116 shall not apply to the Union representatives as provided in this Agreement during periods of such temporary reductions, and they shall be retained on jobs in their respective districts provided they have the ability to perform any of the jobs operating within such district. Notice to Union representatives that they are to work shall be given by the same means and at the same time as the other employees to be retained are notified.

### **TEMPORARY TRANSFERS**

122. When it is necessary, an employee may be temporarily transferred by the Corporation from one classification to another without regard to seniority. Such temporary transfer shall not exceed two (2) weeks. However, in such temporary transfers, the employee must be paid their own rate, or the rate of the job, or whichever is higher.

### **UTILITY OPERATOR**

123. The classification of utility operator will provide a resource of trained employees for the filling of temporary vacancies. The classification will be comprised of permanent employees who will be trained to operate and maintain key jobs in an area. Job openings of utility operators will be posted in accordance with the bidding procedure agreed to.



124. *Under no circumstances will multiple transfers take place in an area if a utility operator is available in that area.*

### **MULTIPLE OPERATIONS**

125. *In the event of work involving multiple operations of the same or different job classifications, the most senior employee will be retained. The employee shall be paid the rate of pay for the highest classification on which they are working.*

### **BIDDING PROCEDURE**

126. *When a new or additional job is created or a vacancy occurs in a job classification, except the non-interchangeable occupational classifications listed in Paragraph 109 of this Agreement, and the Corporation is going to fill such jobs, it shall be filled in the following manner:*
127. *The notice shall be posted simultaneously in all plants on all bulletin boards on Monday and taken down forty-eight (48) hours later. The notice shall specify the plant, job classification, the rate of pay, the cost center, the shift, the job number, the supervisor's name, the line, the starting time, the reason the job is open, and a brief description of the job.*
128. *Any seniority employee may bid three times in a twelve (12) month period from the date of and including his first successful bid.*
129. *An employee may have the option of placing five (5) bids with each having a designated preference on any posting. The bid they are successful on first is the one they will be offered.*
130. *The employee must apply for such job within the time specified above by depositing one (1) copy of a bid application for each job, fully made out, in boxes provided for that purpose.*

131. The bid will be void if it contains inaccurate information, failure to designate a bid choice, duplicate bids or choices, or if the form is folded, spindled, or mutilated.
132. The employee(s) with the greatest seniority in the home plant, and then most senior, provided they are on the master seniority list from the other plants, who so applies will be placed upon such job within six (6) working days from the date of the successful bid. An employee will have up to six (6) working days from the date a foreman makes the request for the successful bidder to report to the job. If the employee is not available at the end of the 6<sup>th</sup> working day, then the foreman will go to the next bidder and follow the same procedure. This data will be maintained in the personnel office and will be provided to the Union upon request. The successful bidder will be given up to five (5) working days trial period (which trial period may be extended by mutual agreement between Company and Union Shop Committee) under normal supervision and instructions. If satisfactory to the Corporation, they will be transferred no later than the sixth (6<sup>th</sup>) working day to the new classification and pay rate.
133. An employee not qualifying because of excessive scrap, inability to operate machinery and equipment safely, or if they decide they cannot handle the job, will be taken off the job before the end of the fifth (5<sup>th</sup>) day trial period and placed back on the job they had prior to bidding.
134. If the first bidder cancels their bid or does not qualify, the next most senior employee who applied for the job shall be given a like opportunity and so on through the fifth bidder. If the fifth bidder cancels their bid or does not qualify, the Corporation may fill the job without regard to seniority or this procedure. If there are no applicants or none who qualify for this job under this bidding, the Corporation may fill it without regard to seniority.
135. A probationary employee will not be allowed to bid until they have attained seniority.

136. A vacancy hereunder may be created by an employee who successfully completes his trial period. New jobs and re-tiree jobs will be posted in all plants and awarded to the most senior who qualifies.
137. In no event shall Paragraph 126 apply to promotions to jobs in the classification of employees which are excluded from the bargaining unit under Paragraph 3 of this Agreement.
138. A written copy of permanent transfers shall be given to the Union office as they occur.

**BIDDING PROCEDURE FOR  
CUSTOMER QUALITY ASSURANCE  
UTILITY OPERATOR MACHINE SHOP,  
UTILITY OPERATOR ASSEMBLY,  
UTILITY OPERATOR INSPECTION,  
UTILITY OPERATOR/MATERIAL HANDLER**

139. Openings in the above classifications will be filled through the regular bidding procedure with the exception of the trial period which will be up to thirty (30) days. If satisfactory to the Corporation, the employee's classification will be changed on the 31st day. Their rate of pay will be retroactive to the sixth work day. If in the Company's opinion, the employee proves to be unsatisfactory, they will return to their previous classification and job.

**BIDDING PROCEDURE FOR SPECIALTY  
UNIT MECHANICAL/ELECTRICAL ASSEMBLY,  
UNIT RETURN MATERIAL HANDLER, UNIT PLANT  
SPECIALITY OPERATOR, UNIT TUBING MACHINE  
OPERATOR, UNIT CERTIFIED BRAZIER**

140. Whenever a new or an additional job becomes available in the above classifications, it shall be filled in the following manner: Notice of job openings will be posted on all bulletin boards for forty-eight (48) hours. Selection will be on the basis of seniority, qualifications, merit, ability, and skill, and

will be awarded to the employee(s) in the home plant first and then from other plants. Candidates will be notified of a time when an objective math test will be administered to them, as a group, in a common location. The test will be timed. The employee relations office will review the bid applications in order of seniority based on the employee's work record and history, qualifications, merit, ability, and skill. Approved candidates will be placed in the classification within six (6) working days and will be given up to a sixty (60) day trial period under normal supervision, training, and instruction. Employee performance will be reviewed at least once each twenty (20) days and will be documented by the immediate supervisor. Employee's starting rate will be their current rate of pay. On the twenty-first (21st) day, the employee will receive 60% of the difference between their rate and the job rate. If satisfactory to the Corporation, they will be transferred no later than the sixty-first (61<sup>st</sup>) day to the new classification and pay rate.

141. An employee not qualifying because of excessive scrap, inability to operate machinery and equipment, safely, will be taken off the job before the end of the sixty-day trial period and placed back on the job they had prior to bidding.

**BIDDING PROCEDURE FOR AREA  
SET-UP MACHINE SHOP, AREA  
SET-UP WELDER, AREA GROUPLADER**

142. Whenever a new or an additional job becomes available in the above classifications, the Company will post a notice on all bulletin boards for forty-eight (48) hours. Selection will be on the basis of seniority and qualifications and will be awarded to the employee(s) in the home plant first and then from other plants provided they are on the master seniority list. The employee relations office will review the bid applications in order of seniority based on the employee's work record and history, qualifications, merit, ability, and skill. The employee will be given up to a sixty (60) day trial period. If satisfactory to the Corporation, the employee will

be transferred to the new classification and rate of pay no later than the sixty-first (61st) day. The employee's starting rate will be their current rate of pay. On the twenty-first (21st) day, the employee will receive 60% of the difference between their rate and the job rate. An employee not qualifying because of their inability to learn the required skills will be taken off the job before the end of the sixty (60) day trial period and assigned to their basic classification and shift, seniority permitting. If no job is available in their previous classification and shift, they will be placed on an open job in the rate of pay and shift where possible.

143. Once an employee has been qualified in the classification, they may bid for a job within the same classification or a lower labor grade classification. An employee awarded a lateral, downgrade, or same classification job bid shall not be eligible to bid in the aforementioned classifications for a period of twelve (12) months. The employer will determine the number of employees that may bid out of these special classifications at a given time. An upgrade job may be bid at any time.
144. Whenever there is a reduction in the above classifications, the employees affected will have the following options:
  - (1) May displace the junior employee in the classification. Whenever an employee exercises his seniority right to displace a junior employee, the displacing employee must be able to satisfactorily perform the work without training.
  - (2) May elect to waive their seniority rights to displace the junior employee and be assigned an available open job out of the classification and will remain in that position until a vacancy occurs in their area or their job becomes available in their area. If a job opens in one of the above classifications and an employee is not on waiver from that area, the job will be posted.

**BIDDING AND SELECTION PROCEDURE FOR  
COORDINATOR-MACHINING AND COORDINATOR  
ASSEMBLY, PRODUCT SUPPORT MAINTENANCE  
PROCESSING, COORDINATOR MACHINING A, COORDINA-  
TOR MACHINING GAUGE OPERATOR, COORDINATOR  
PRODUCT SUPPORT MAINTENANCE, PRODUCT SUP-  
PORT-WELD COORDINATOR, COORDINATOR PRODUCT  
SUPPORT MATERIAL HANDLER SPECIALIST, COORDINA-  
TOR PRODUCT SUPPORT RMA, COORDINATOR PROD-  
UCT SUPPORT PRODUCT EVALUATION, COORDINATOR  
PRODUCT SUPPORT MATERIAL HANDLER,  
COORDINATOR PRODUCT SUPPORT OIL BLENDER**

145.

When a new or additional job or a vacancy occurs in the classification of coordinators, they shall be filled in the following manner: Notice of job openings will be posted on all bulletin boards for forty-eight (48) hours. The notice shall specify the plant, job classification, job rate of pay, the cost center, the shift, supervisor, and starting time. Selection will be on the basis of seniority, employee's work record and history, qualifications, merit, ability, and skill, and will be awarded to the employee(s) in the home plant first and then *from other plants. Candidates will be required to pass a* qualifying test and will be notified of a time and place when an objective math test will be administered. The test will be timed. Approved candidates will be placed in the classification within six (6) working days and will be given up to a sixty (60) day trial period unless the employee holds the same basic classification, then they will be given a thirty (30) day trial period, under normal supervision, training, and instructions. The employee's starting rate will be their current rate of pay. On the twenty-first (21<sup>st</sup>) day, the employee will receive 60% of the difference between their rate and the job rate. If satisfactory to the Corporation, they will be transferred no later than the sixty-first (61<sup>st</sup>) day to the new classification and pay rate.

## HOURS AND OVERTIME

146. The normal shifts are as follows:

First Shift	7:00 a.m. to 3:30 p.m.
Second Shift	4:30 p.m. to 1:00 a.m.
Second Shift Machine Shop	3:30 p.m. to 12:00 a.m. (as applicable)
Third Shift	10:30 p.m. to 7:00 a.m.

147. Three shift starting and quitting times are as follows:

First Shift	7:00 a.m. to 3:00 p.m.
Second Shift	3:00 p.m. to 11:00 p.m.
Third Shift	11:00 p.m. to 7:00 a.m.

148. This paragraph is not intended to change any present practice where two (2) shift operations are in effect. However, where it is not possible or practical on certain designated three-shift operations to establish schedules of eight (8) hours of work each shift, work shifts will be established on a basis of arrangements for a lunch period not to exceed fifteen (15) minutes being provided during the shift without loss of pay.

149. Except as otherwise provided herein, the regular work day shall be eight (8) hours, and the regular work week forty (40) hours, but this shall not in any event be construed as a guarantee of employment. However, it is recognized that the nature of the business requires overtime work assignments. In many instances overtime must be worked during certain times of the year in order to meet and satisfy fluctuations in customer demand for Copeland products. Therefore, in cases where more than forty (40) hours per work week are needed to satisfy customer demands, overtime will be scheduled five (5) days in advance when going to the following overtime schedule:

(a)

- (1) In Plant 6 BR/QR Machining areas and Plant 8 assembly, machining, maintenance, and support areas, employees may be required to work a maximum of fifty-four (54) hours a week, Monday through Saturday, but no more than nine (9) hours per day.
- (2) The following Saturdays will not be scheduled to work: One Saturday in January, Saturday after Good Friday, Saturday before Memorial Day, first Saturday in July, Saturday before Labor Day, one Saturday in October, and the Saturday before and after the Thanksgiving holiday.
- (3) Sunday overtime will continue to be scheduled and worked on a voluntary basis, and current rates will apply.

(b)

- (1) In the remaining areas in Plant 6 (Sidney Refrigeration), and Plant 2 (Condensing Unit Division) employees may be required to work fifty (50) hours a week, Monday through Friday, but no more than ten (10) hours per day.
- (2) Saturday and Sunday overtime will continue to be scheduled and worked on a voluntary basis, and current rates will apply.

(c)

An individual employee's personal problems in working the foregoing overtime schedule will be given careful consideration and their individual needs will be recognized. The individual employee's request to be excused for the overtime schedule, when made a reasonable period of time in advance, will receive every possible consideration. When the employee's request is granted, they will be notified as far in advance as possible, so that the employee can make their personal plans accordingly.



150. Time and one-half an employee's regular hourly rate shall be paid for the first four (4) hours worked by him in excess of eight (8) hours in any work day and for the time worked on Saturdays.
151. Double time shall be paid for all time worked by an employee over twelve (12) hours in any one work day and for all time worked on Sundays or holidays. In addition, the employee shall receive his normal holiday pay, as specified in Paragraph 176.
152. The regular work week shall start when the day shift is scheduled to report for work on Monday morning, except third shift employees. The regular work day shall start when the day shift is scheduled to report for work in the morning. The starting time of a shift shall determine the rate of pay applicable to all regular hours of such shift.
153. Employees will only receive bonuses for the shift they are scheduled. The normal shift starting times different from those set out in this Agreement may be established by the Corporation after first notifying the Union five (5) days in advance.
154. The allowance of an overtime premium for any hour excludes that hour from consideration for overtime on any other basis, thus eliminating any double overtime payment.
155. Overtime work will be divided as nearly equal as is reasonable among those employees who regularly work on the job, then the work involved. Supervision shall keep accurate records of overtime worked and such records shall be open for inspection by the steward involved.
156. During the period of overtime, if ten (10) or more employees are working in any district established under this Agreement, and if the steward can satisfactorily perform any of the work that is operating within the district, the steward shall be offered an opportunity to work. Notice to the steward that they are to work shall be given by the same means

and at the same time as the other employees to be worked are notified. The steward and the foreman shall be limited to handling grievances or disputes occurring during such overtime periods.

157. In January of each year, the foreman along with the steward shall approach each employee in his area asking whether they wish to have their name placed on a list of those who want to work more than the required hours per day or week as defined above for the appropriate area. An updated copy of this list will be posted weekly in each area by the foreman.

158. An employee can place their name on the volunteer overtime list on the first Monday of each month. When adding their name on the list, they must notify both their foreman and steward. Their name will be added on the list by seniority and charged with the highest amount of hours on the list at the time of request.

159. If an employee's job is scheduled for more than the required hours per day or week as defined above for the appropriate area, overtime will be worked by the employee who normally operates the job on a day-to-day basis. If the employee is absent or goes home early, the employee used to fill the job from the lunch break to the end of the regular shift will be offered the job on overtime. Overtime being worked on an employee's job on the weekend will be scheduled and offered on Thursday of that week where possible. If the regular operator is absent Thursday and Friday, the overtime assignment will be offered to the employee working the job on Friday.

On any volunteer overtime opportunity on the employee's own job, the volunteer overtime will first be offered to the employee who regularly performs the job on a day-to-day basis.

*If employee cannot work such volunteer overtime, the foreman will select the employees from the volunteer overtime list with the lowest amount of hours without regard to classification. If the foreman exhausts his list, he will select employees from his superintendent's utility operator volunteer overtime list by low hours and then from the volunteer overtime lists of other foremen by low hours and without regard to classifications. The foreman will notify the Union steward of those working overtime. At this time, the steward will be afforded the opportunity to go over the foreman's selections and bring any possible errors to the foreman's attention. If an error is discovered later, the employee will be offered the next voluntary overtime in the area. Those employees from these volunteer overtime lists who refuse overtime will be charged with the hours offered.*

160. If an employee places their name on the volunteer overtime list and their job does not run overtime, the Corporation has the right to reassign them to another job within their own classification or within their department or another department.
161. If an employee who has placed their name on the volunteer overtime list transfers to another cost center, they may have their name immediately placed on the overtime list if they want to work more than the required hours per day or week as defined above for the appropriate area. Their name will be added on the list by seniority and they will be charged with the highest number of hours of any employee on that volunteer overtime list.
162. A probationary employee will not work more than the required hours per day or week as defined above for the appropriate area until the seniority employees who are available and qualified to do the work without training on that foreman's volunteer overtime list working the shift have been offered the overtime.
163. Employees selected from the volunteer overtime list must

be able to do the job without training and merely upon receiving simple instructions. However, before an employee is disqualified for this reason, the foreman will be required to discuss his actions with the employee involved.

164. Three refusals within thirty (30) work days will result in removal from the volunteer overtime list for thirty (30) work days.
165. Employees who are scheduled to report before their regular shift starting time or are called in early, Monday through Friday, either will be given the opportunity to work their full shift or, if sent home before their normal quitting time, will be paid overtime for the early hours.

#### **HOURS AND OVERTIME CWS SCROLL**

166. When the Company determines a maximum capacity production schedule is required in Plant 8, machining employees will be on a continuous work schedule. Normal shifts shall consist of twelve (12) hours per day, including either a 30 minute unpaid lunch period or a fifteen (15) minute paid lunch period. The 30 minute unpaid lunch period will be considered as time worked for calculating overtime pay. The day shift will begin at 6 a.m. and end at 6 p.m. The night shift shall begin at 6 p.m. and end at 6 a.m. The employee will be scheduled thirty-six (36) hours in the short week and forty-eight (48) hours in the long week. The schedule shown below would be based on available options and by employee preference.

A.		<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>	<u>S</u>
	WK 1	12	—	—	12	12	—	—
	WK 2	—	12	12	—	—	12	12
B.		<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
	WK 1	12	—	—	12	12	—	—
	WK 2	—	12	12	—	—	12	12
C.		<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
	WK 1	—	12	12	12	—	—	—
	WK 2	12	12	12	—	—	—	12
	WK 3	12	12	—	—	—	12	12
	WK 4	12	—	—	—	12	12	12
	WK 5	—	—	—	12	12	12	—
	WK 6	—	—	12	12	12	—	—

When the Company determines a less than full capacity production schedule (144 hours per week base) in Plant 8 machining is required, the following schedule can be implemented with one of the above by employee preference:

- D. (schedule for one shift)
- Schedule A  
 or  
Schedule B  
 or  
Schedule C

in combination with the following schedule:

(schedule for the other shift)

		<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
	WK 1	12	12	—	12	12	—	—
	WK 2	12	12	12	—	—	—	—
	WK 3	—	—	12	12	12	—	—

When the period of less than full production lasts for an extended time, schedule switching will be implemented in order to balance schedules between shifts as near equal

as is possible.

When the Company determines a less than full capacity production schedule (120 hours per week base) in Plant 8 machining is required, the following schedule can be implemented on both shifts:

E.	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>	<u>S</u>
WK 1	12	12	—	12	12	—	—
WK 2	12	12	12	—	—	—	—
WK 3	—	—	12	12	12	—	—

### HOURS AND OVERTIME CWS SCROLL MAINTENANCE

167. In Plant 8 maintenance, employees will be on a continuous work schedule. Normal shifts shall consist of twelve (12) hours per day, including either a 30 minute unpaid lunch period or a fifteen (15) minute paid lunch period. The 30 minute unpaid lunch will be considered as time worked for calculating overtime pay. The day shifts will begin at 6 a.m. and end at 6 p.m. The night shift shall begin at 6 p.m. and end at 6 a.m. The employee will be scheduled forty-eight (48) hours. The schedule is shown below:

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>	<u>S</u>
WK 1	12	12	—	12	12	—	—
WK 2	—	12	12	—	—	12	12
WK 3	12	—	12	12	12	—	—

Additional scheduled hours (up to 12 hours) for maintenance employees shall be determined based on reverse seniority method to supplement hours required over and beyond the voluntary overtime participation. Hours worked from the voluntary list will be applied to the master scheduled overtime list. A master scheduled overtime list will be maintained weekly so that members are aware of their potential work schedules. On Saturday and Sunday, up to four (4) machine repairmen and three (3) electricians can be sched-

uled per shift per day. This includes volunteers.

168. The following applies to all CWS schedules:

- A. In January of each year, each supervisor and area steward will ask each employee whether they want their name placed on a voluntary overtime equalization list of employees who want to work additional hours. An updated copy of this voluntary list will be posted weekly in each area by the supervisor. When an employee enters a CWS shift department, they will be charged with the highest number of hours on the voluntary overtime list in the department.
- B. Scheduled hours may flex (from 8 to 12 hours a day) based upon business conditions, but an average of at least forty (40) paid hours per week will be maintained per schedule cycle.
- C. Other schedules, different from the above, may be implemented as mutually agreed.
- D. Five (5) day's notice will be provided for schedule changes.
- E. The regular work week shall start on either Sunday or Monday depending on which schedule is implemented.
- F. Time and one-half will be paid for time worked:
  - Over 12 hours in a day;
  - Over 40 hours in a calendar week;
  - Over 36 hours in the "short" (36 hours) work week;
  - Over 8 hours on a calendar Saturday;
  - Over 8 hours on a calendar Sunday,
  - Over 8 hours on a calendar Friday on B and D Schedule in place of Sunday.
- G. Double time shall be paid for all time worked by an

employee on the 6th and 7th consecutive day and for all time worked on holidays. In addition, the employee shall receive his normal holiday pay.

- H. Holidays will be paid under the current contract, except 12 hours will be paid if the employee's normal shift schedule falls on any one of the four holidays: Good Friday, Memorial Day, Independence Day, and Labor Day.
- I. A minimum of 8 hours must be worked (on the employee's day off) to constitute what is acceptable for double time for the 6th and 7th day. If employees are furloughed for reasons beyond their control, that day will count as the 8 hour minimum.
- J. CWS night shift premium shall be \$.30/hour.

**OVERTIME PROCEDURE FOR  
AREA SET-UP MACHINE SHOP,  
AREA SET-UP WELDER,  
AREA GROUPLADER**

169. The Company will keep an overtime list for the above classifications by shift and by area. They will keep it posted where it can easily be viewed by employees in the above classifications. Listed will be the names and number of overtime hours that have been offered or worked by each employee by classification and shift and listed in descending order by seniority. This list will be maintained daily. The hours will be accumulated starting January 1 of each year and end on December 31 of each year. On December 31 of each year, the low employee in each classification's overtime list will be put at zero and the number of overtime hours they had will be subtracted from each employee on that list. When the employee who regularly performs a job is not available for overtime, the foreman will select the employee who has the lowest overtime hours on their appropriate overtime list. The foreman will notify the steward who has been selected for overtime.



Any employee who refuses overtime properly offered them will be charged the hours they could have worked regardless of the reason they refused.

The Company will notify employees who are needed for Saturday no later than Thursday where possible, and those needed for Sunday, no later than Friday where possible.

When it is necessary to make Sunday overtime assignments, the assignment will be offered to the employees who have accepted and worked the Saturday overtime assignment unless the employee has been excused by their foreman. When a new employee enters a classification within an area, they will be placed on the overtime list with the same number of hours as the high employee on that list.

**OVERTIME PROCEDURE FOR  
TOOL KEEPER SUPPLIER, PAINTER,  
LABOR MAINTENANCE, OILER, JANITOR**

170. The Company will keep an overtime list for the above classifications by shift and keep it posted where it can be easily viewed by the employees in the above classifications. Listed will be the names and number of overtime hours that have been offered or worked by each employee by classification, shift, and listed in a descending order by seniority. *This list will be maintained daily. The hours will accumulate starting January 1 of each year and end on December 31 of each year. On December 31 of each year, the low employees in each classification overtime list will be put at zero, and the number of overtime hours they had will be subtracted from each employee on that list. The foreman will select the employee who has the lowest overtime hours on the overtime list. The foreman will notify the Union steward of those working overtime.*

Any employee who refuses overtime properly offered them will be charged for the hours they could have worked regardless of the reason they refused.

The Company will notify employees who are needed for Saturday no later than Thursday, where possible, and those needed for Sunday no later than Friday, where possible. When it is necessary to make Sunday overtime assignments, the assignment will be offered to those employees who have accepted and who work the Saturday overtime assignment unless the employee has been excused by their foreman.

When a new employee enters the classification, they will be placed on the overtime list with the same number of hours as the high employee on that list.

### **OVERTIME PROCEDURE FOR HI-LO OPERATORS**

171. One supervisor in each plant will keep an overtime list for hi-lo operators by shift and keep it posted where it can easily be viewed by the employees in that classification. Listed will be names and number of overtime hours that have been offered or worked by each employee in that classification and shift and listed in descending order by seniority. This listing will be maintained daily. The hours will accumulate starting January 1 of each year and end on December 31 of each year. On December 31 of each year, the low employee on that classification's overtime list will be put at zero, and the number of overtime hours they had will be subtracted from each employee on that list. When the employee who regularly performs the job is not available for overtime, the supervisor will select the employee who has the lowest overtime hours on the overtime list. When this list is exhausted, they will go to the Superintendent's Utility Operator overtime list. The supervisor will notify the steward who has been selected for overtime.

Any employee who refuses overtime properly offered them will be charged for the hours they could have worked regardless of the reason they refused.

The Company will notify employees who are needed for Saturday no later than Thursday, where possible, and those needed for Sunday no later than Friday, where possible. When it is necessary to make Sunday overtime assignments, the assignment will be offered to those employees who have accepted and who work the Saturday overtime assignment unless the employee has been excused by their foreman. When a new employee enters this classification in the supervisor's area, they will be charged on the overtime list with the same number of hours as the high employee on that list.

**OVERTIME PROCEDURE FOR  
UTILITY OPERATOR  
UNIT PLANT SPECIALTY OPERATOR  
UTILITY OPERATOR/MATERIAL HANDLER**

172. Each superintendent will maintain an overtime list of the above classifications as outlined in the overtime distribution procedure. When a foreman in a superintendent's area exhausts their voluntary overtime list, they will offer the overtime to the above classifications with low hours from the superintendent's overtime list. All other overtime will be offered in accordance with the overtime procedure.

**OVERTIME PROCEDURE FOR  
COORDINATOR-MACHINING AND  
COORDINATOR-ASSEMBLY  
PRODUCT SUPPORT MAINTENANCE PROCESSING,  
COORDINATOR MACHINING A, COORDINATOR  
MACHINING GAUGE OPERATOR, COORDINATOR  
PRODUCT SUPPORT MAINTENANCE,  
PRODUCT SUPPORT-WELD COORDINATOR,  
COORDINATOR PRODUCT SUPPORT MATERIAL  
HANDLER SPECIALIST, COORDINATOR PRODUCT  
SUPPORT RMA, COORDINATOR PRODUCT  
SUPPORT PRODUCT EVALUATION, COORDINATOR  
PRODUCT SUPPORT MATERIAL HANDLER,  
COORDINATOR PRODUCT SUPPORT OIL BLENDER**

173. Overtime during the week will be handled as follows:

1. Ask the same cost center employee in the same classification on previous and following shifts.
2. Ask low-hour employee on that SMT's voluntary overtime list in the same classification previous and following shifts.
3. Then go to SMT's voluntary overtime list in the same classification on the other shift.
4. Then go to SMT's voluntary overtime list of the other classifications on other shifts.

Overtime during the weekend will be handled as follows:

1. Ask employee in the cost center.
2. Ask employees on SMT's voluntary overtime list in the classifications on the shift.
3. Ask employees in the same classification on other SMT's voluntary overtime list on same shift.

4. Ask employees in the same classifications on previous and following shifts on the SMT's voluntary overtime list.
5. Go to the SMT's voluntary overtime list in different classification on the same shift.
6. Go to the SMT's voluntary overtime list for other shifts in different classification.

### **OVERTIME PROCEDURE FOR UNIT TUBING MACHINE OPERATOR**

174. The supervisor will keep an overtime list for unit tubing machine operators by shift and keep it posted where it can easily be viewed by the employees in that classification. Listed will be names and number of overtime hours that have been offered or worked by each employee in that classification and shift and listed in descending order by seniority. This listing will be maintained daily. The hours will accumulate starting January 1 of each year and end on December 31 of each year. On December 31 of each year, the low employee on that classification's overtime list will be put at zero, and the number of overtime hours they had will be subtracted from each employee on that list. When the employee who regularly performs the job is not available for overtime, the supervisor will select the employee who has the lowest overtime hours on the overtime list. When this list is exhausted, they will go to the Superintendent unit plant specialty operator's overtime list. The supervisor will notify the steward who has been selected for overtime.

Any employee who refuses overtime properly offered them will be charged for the hours they could have worked regardless of the reason they refused.

The Company will notify employees who are needed for Saturday no later than Thursday, where possible, and those needed for Sunday no later than Friday, where possible.

When it is necessary to make Sunday overtime assignments, the assignment will be offered to those employees who have accepted and who work the Saturday overtime assignment unless the employee has been excused by their foreman. When a new employee enters this classification, they will be charged on the overtime list with the same number of hours as the high employee on that list.

### **DEATH IN FAMILY**

175. An hourly paid employee with continuity of service shall, in the event of death in their immediate family (i.e., spouse, father, mother, child or step-child, mother or father-in-law, brother, sister, brother or sister-in-law, grandparents, and grandchildren), be paid up to three (3) eight (8) hour days for actual work missed immediately preceding or following the date of the funeral (excluding Saturdays, Sundays, and holidays). Payment shall be made at the employee's straight time rate (excluding shift or overtime premiums). Satisfactory proof of death and relationship must be submitted by the employee to the Personnel Department.

Employees working the Continuous Work Schedule shall receive pay for up to two (2) twelve (12) hour days when scheduled to work. An additional day without pay will be granted if requested.

### **HOLIDAYS**

176. Eight (8) hours straight-time pay without premium of any sort shall be paid to each employee who has attained seniority for each of the following holidays on which he performs no work: Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and a Christmas New Year period as follows:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Dec 25	Dec 24	Dec 24	Dec 24	Dec 24	Dec 26
Dec 26	Dec 25	Dec 25	Dec 25	Dec 27	Dec 27
Dec 27	Dec 26	Dec 26	Dec 26	Dec 28	Dec 28
Dec 28	Dec 27	Dec 27	Dec 29	Dec 29	Dec 29
Dec 29	Dec 28	Dec 30	Dec 30	Dec 30	Dec 30
Jan 01	Dec 31	Dec 31	Dec 31	Dec 31	
	Jan 01	Jan 01	Jan 01		

177. When the holiday falls on a Saturday, the day will be observed on Friday; when the holiday falls on Sunday, it shall be observed on Monday and pay granted for that day.
178. If the employee is absent either the scheduled work day before or after the holiday, such holiday pay will not be paid unless:
- (a) The employee received permission to be off from their foreman or can furnish a legitimate excuse for such absence.
  - (b) The employee is furloughed in accordance with Paragraph 118 or 119 of this Agreement, they will receive holiday pay provided they meet the requirements of this Paragraph 178.
  - (c) An employee who is granted a leave under Paragraph 97 will receive holiday pay for only those holidays occurring during the first thirty (30) calendar days of the leave. This will include an absence because of an industrial injury.
  - (d) The holiday falls within an employee's vacation period, the employee shall receive the holiday pay.
  - (e) An employee who receives holiday pay will not receive sickness and accident payment for that day.

## VACATION POLICY

179. Annual vacations with pay for the employees covered by this Agreement shall be as follows:
180. New employees with less than one (1) year seniority shall receive one-twelfth (1/12) of forty (40) hours pay beginning with the first full month they are employed during the twelve (12) month period ending on July 1st preceding the current vacation, providing however, that the employee averaged at least one hundred (100) hours of work per month during that time.
181. Employees with over one (1) year seniority and who have worked twelve hundred (1200) hours or more during the twelve (12) month period ending on July 1st preceding the current vacation shall receive vacation with pay as per the following schedule:
- (a) All employees with one (1) year of seniority will receive one (1) week vacation or forty (40) hours paid vacation.
  - (b) All employees with three (3) years of seniority or more will receive two (2) weeks vacation or eighty (80) hours paid vacation.
  - (c) All employees with ten (10) years of seniority or more will receive three (3) weeks vacation or one hundred and twenty (120) hours paid vacation.
  - (d) Thereafter all employees with more than ten (10) years of seniority but less than sixteen (16) years seniority will receive vacation pay for an additional day for each additional two (2) years of service.
  - (e) All employees with sixteen (16) years but less than twenty-five (25) years of seniority will receive four (4) weeks or one hundred and sixty (160) hours paid vacation.



(f) All employees with twenty-five (25) or more years of seniority will receive five (5) weeks or two hundred (200) hours paid vacation.

(g) An eligible employee whose continuing seniority during the vacation year entitles them to additional vacation under the provision in Paragraph 179 and 180 will be allowed to take such additional vacation between the employee's anniversary date and the end of the vacation year. If such anniversary date occurs in the month of June, the employee will be allowed to take such vacation at any time during the month in accordance with this vacation policy.

182. Employees who are eligible to receive vacation pay under Paragraph 180, but who have worked less than the required *twelve hundred (1200) hours*, shall receive *one-twelfth (1/12)* of the applicable hours pay for each month worked during the twelve (12) month period ending on July 1st preceding the current vacation providing, however, that the employee averaged at least one hundred (100) hours of work per month during that time.
183. Union representatives (as provided in this Agreement) while on official Union business will have such time credited toward their twelve hundred (1200) hours for vacation eligibility.
184. The vacation pay for employees who qualify under this paragraph shall be based and paid upon two (2) weeks advance request at the employee's straight-time rate in effect on the pay period immediately prior to the time the vacation is taken and shall exclude premiums of any sort.
185. Employees with one (1) year or more seniority whose employment is terminated during the term of this Agreement shall receive *one-twelfth (1/12)* of the applicable hours pay under Paragraph 180 for each month such employee worked during the twelve (12) month period ending on July 1 preceding the current vacation providing, however, that the employee averaged at least one hundred (100) hours per

month during that time. The pay hereunder shall be based on the employee's straight-time rate in effect on the date of such termination and shall exclude premiums of any sort. An employee will be eligible for pay only under Paragraph 179, 180, 181 and 182.

186. The annual one (1) week vacation will be scheduled for all employees in the period from July 1 through August 31 of the current year, excluding those employees in the maintenance classifications who will be needed to work during this period.

- (A) The supervisor will post a twelve-month vacation calendar covering July 1 through June 30 at the beginning of the first week of January. Those vacation requests received in that week will be awarded by seniority. Vacation requests submitted after this week will be processed in accordance with B, C, and D below.
- (B) Employees who qualify for additional vacation and desire to take the time off shall be required to schedule full vacation days (8 hours) two (2) weeks in advance with their foreman.
- (C) For Employees with 3 years or greater seniority, half vacation days (4 hours) one (1) working day in advance can be scheduled with their foreman's approval. A maximum of ten (10) half vacation days is allowed either on the first or second half of the shift.
- (D) If a hardship is created by having too many employees request vacation in a department for the same time, the foreman will let the most senior go first provided, however, that any employee whose vacation has been previously approved shall not be displaced from such approved vacation period.

Any conflicts with the scheduling of vacation time off will be handled in the following manner:

- (1) Employees involved with vacation scheduling conflicts shall attempt to resolve the issue.
- (2) If there is a conflict, the supervisor and the employee involved will meet to attempt to resolve the conflict.
- (3) If there is a conflict, the supervisor, the employee involved, and the Union steward will meet to attempt to resolve the conflict.
- (4) If the conflict is still not resolved, then the Committee-person will meet with the appropriate manager up to and including the plant manager.
- (5) If the conflict is still not resolved, then the Union Shop Committee will meet with the Director of Labor Relations.

187. Vacations shall not be cumulative from year to year.

188. A separate vacation check will be issued on the last payday prior to the annual one (1) week vacation period for all remaining vacation pay at the rate in effect at that time. However, those employees who have earned more than ten (10) days vacation pay may fill out a form in Personnel requesting that pay be held. This must be done at least two (2) weeks prior to the annual vacation shutdown.

189. The Corporation will notify the employees and the Union ninety (90) days prior to the vacation period.

190. For employees needed to work during the annual one (1) week vacation period, the Corporation will offer work within their classification to any seniority employee and then to any other employee by seniority. Employees who elect to

work during the vacation period may take the balance of their vacation at a later date if they so desire in accordance with Paragraph 186.

## BENEFITS

191. The Corporation shall provide benefits in the agreed amounts and in accordance with the agreed terms. Separate booklets covering pension and Insurance will be available within one hundred and twenty (120) days after the Collective Bargain Agreement is signed.

192. The Following benefit changes are effective on the dates indicated:

Medical Plan            Increase contribution rates for active employees and dependents as follows:

Effective 1/1/02        increase employee contributions from current 20% per week to 22% per week.

Effective 1/1/04        increase employee contributions from 22% per week to 25% per week.

Eliminate 3-month deductible carry over effective 1/1/02. Move oral surgery to the dental plan effective 1/1/02. End coverage for infertility or sterilization reversals effective 1/1/02.

Eliminate alternate drug program effective 1/1/02.

Limit outpatient mental health and substance abuse to 26 visits per calendar year effective 1/1/02.

Increase the calendar year medical deductible from \$200 to \$250 per indi-

vidual effective 1/1/03. (No change in the current \$500 family deductible maximum.)

Increase out-of-pocket maximum from \$1,500 per individual and \$3,000 per family to \$1,750 per individual and \$3,500 per family effective 1/1/03.

#### Drug Card

Effective 1/1/02 increase employee co-pays to \$10 for generic and \$20 for name brand.

Effective 1/1/02 add Medication Verification Program (MVP).

Increase co-pay for name brand to \$30 effective 1/1/05.

Increase out-of-pocket maximum to \$500 effective 1/1/06.

#### Dental

The following changes will be made to the dental plan effective 1/1/01:

- Replace the current fee schedule for restorative and major services with reimbursement equal to 50% of U.C.R.
- Increase maximum annual benefit to \$1,000.
- Increase orthodontic lifetime benefit to \$1,000.
- Cover eligible dependent children until Age 23 consistent with the medical plan.

- Increase dental plan contributions to 25% of total cost for employees and eligible dependents.

Disability Income      Effective 1/1/01, increase to \$210 per week for Tier II employees who enter new Tier I progression.

Effective 6/4/01, increase to \$220 per week for Tier I and Tier II in progression to Tier I and \$154 per week for Tier II employees hired before 6/23/00. No change for Tier II employees hired after 6/23/00.

Effective 6/2/03, increase to \$230 per week for Tier I and Tier II in progression to Tier I. No change for Tier II employees hired after 6/23/00.

Life and AD&D      Effective 6/2/03, increase from \$18,000 to \$19,000 for Tier I and from \$12,600 to \$13,300 for Tier II employees hired before 6/23/00. No change for Tier II new hires after 6/23/00.

Tier II employees in the retiree replacement progression or who enter the retiree replacement progression before 1/1/01 receive Tier I life and AD&D benefits when they enter the progression. All other Tier II employees hired before 6/23/00 will remain at Tier II benefit levels until they reach Tier I rates.

Effective 1/1/01, employees will be allowed the option to purchase additional

life insurance on themselves of either one or two times their base annual wage.

## Pension

Effective 6/1/01, increase Tier I pension multiplier from \$16.75 to \$17.25 and from \$11.80 to \$12.10 for Tier II employees hired before 6/23/00. No change in Tier II pension multiplier for Tier II employees hired after 6/23/00.

Effective 6/1/02, increase Tier I pension multiplier to \$17.75 and \$12.40 for Tier II employees hired before 6/23/00. No change in Tier II pension multiplier for Tier II employees hired after 6/23/00.

Effective 6/1/03, increase Tier I pension multiplier to \$18.25 and \$12.80 for Tier II employees hired before 6/23/00. No change in Tier II pension multiplier for Tier II employees hired after 6/23/00.

Effective 6/1/04, increase Tier I pension multiplier to \$18.75 and \$13.10 for Tier II employees hired before 6/23/00. No change in Tier II pension multiplier for Tier II employees hired after 6/23/00.

Effective 6/1/05, increase Tier I pension multiplier to \$19.25 and \$13.50 for Tier II employees hired before 6/23/00. No change in Tier II pension multiplier for Tier II employees hired after 6/23/00.

Tier II employees in the retiree replacement progression or who enter the retiree replacement progression before 1/1/01 receive Tier I pension benefits when they enter the progression. All

other Tier II employees hired before 6/23/00 will remain at Tier II benefit levels until they reach Tier I rates.

Effective 6/5/00, increase Tier I and Tier II hired before June 23, 2000 retiree life benefit to \$5,000. No change for Tier II employees hired after 6/23/00.

Early retiree medical contributions percentages will not change from current levels during life of this Agreement as shown below:

	<u>Complete Years Of Service</u>	<u>Percentage</u>
Less Than	15 Years	100%
	15 Years	55%
	16 Years	52%
	17 Years	48%
	18 Years	45%
	19 Years	41%
	20 Years	38%
	21 Years	34%
	22 Years	31%
	23 Years	27%
	24 Years	24%
Ret. After 12/31/97	25 Years Or More	20%
Ret. 1/1/97-12/31/97	25 Years Or More	17%
Ret. 1/1/95-12/31/96	25 Years Or More	15%
Ret. Before 1/1/95	25 Years Or More	10%

401K Savings Plan See Savings Plan Booklet



## BENEFITS FOR NEW HIRES

193. For new hires, the monthly pension benefit, sickness and accident benefit, and life/AD&D insurance amounts are shown above. The differential will not apply to employees in the retiree wage progression from Tier II to Tier I nor to the following classifications:

Toolmaker Lead Person  
Toolmaker—Journeyman  
Maintenance Specialist  
Master Electrician  
Master Machine Repairman  
Machine Repairman—Journeyman  
Electrician—Journeyman  
Tool Grinder—Journeyman  
Boiler Operator—Licensed  
Area Set-Up Machine Shop  
Area Set-Up Welder  
Area Groupleader  
Unit Return Material Handler  
Specialty Unit Mech/Elec  
Product Sup Maint Processing  
Coord Prod Sup Mat'l Handg Spec  
Unit Plant Specialty Operator  
Unit Certified Brazier  
Unit Tubing Machine Operator

There will be no early retiree medical for employees hired after April 1, 1992.

194. New Hires will be eligible for benefit coverages after 90 days of employment. This includes medical and dental plan coverage. After 90 days, pension service will be credited back to the first day of employment.  
All other benefits, terms, and provisions of the above referred to benefits policy will remain and be in full force and effect.

## WAGES

195. Any question which affects the wage rates of individuals or groups shall be subject to negotiation between the Local Union and the Local Management. It is understood and agreed that local wage agreements consist of wage rates by job classification as have been submitted to the Shop Committee, and any negotiated local wage agreements or additions thereto. Any changes, additions, or supplements to the local wage agreement are subject to the approval of the designated representatives of the Corporation and International Union.
196. Wage rates for employees hired before April 10, 1988, are shown on Exhibit A. Wage rates for employees hired after April 10, 1988, and before June 23, 2000, are shown on Exhibit B. Wage rates for employees hired after June 23, 2000, are shown on Exhibit C. During the first 90 days of employment, a new employee's wage rate may be \$.50 an hour less than the applicable rate shown on Exhibit C.
197. Night shift employees shall receive an additional fifteen cents (\$.15) per hour for second shift, twenty cents (\$.20) per hour for third shift, and thirty cents (\$.30) per hour for Continuous Work Schedules.
198. The schedule of classifications and the wage rates applicable thereto are contained in this Agreement.
199. Tier I and Tier II employees hired before June 23, 2000 (Prior to Entering New Tier I Progression) –

### Schedule A:

- 3.0% general wage increase effective 6/4/01.
- 3.0% general wage increase effective 6/3/02.
- 3.0% general wage increase effective 6/2/03.
- 3.0% general wage increase effective 5/31/04.

2.0% lump sum increase effective 5/30/05

The current retiree replacement progression system will be replaced by a new progression system effective 1/1/01 for Tier II employees hired before June 23, 2000 not in the retiree replacement progression to Tier I on or before 1/1/01. (Exhibit B) The new progression will have \$.11 per hour steps each sixty-three (63) days for five (5) groups of employees who will enter progression each six months as follows (progression increase to be effective at end of each sixty-three (63) day period):

- Group 1 – employees with 4 or more years of service on 1/1/01 will start progression on 1/1/01.
- Group 2 – employees with 3 to 4 years of service on 1/1/01 will start progression on 7/9/01.
- Group 3 – employees with 2 to 3 years of service will start progression on 12/31/01.
- Group 4 – employees with 1 to 2 years of service will start progression on 7/8/02.
- Group 5 – employees with less than 1 year of service will start progression on 12/30/02.
- Tier II employees hired before June 23, 2000 who have not entered Tier I progression on the date when a negotiated general wage increase is scheduled to go into effect will receive that increase.
- Wages for employees hired after 6/23/00 are shown on Exhibit C.

**EXHIBIT A**  
**Employees Hired Before April 10, 1988**

JOB CLASSIFICATION	Current	6/4/01	6/3/02	6/2/03	5/31/04
* Tool Maker - Lead Person	\$16.68	\$17.53	\$18.41	\$19.31	\$20.24
* Tool Maker	\$16.24	\$17.08	\$17.94	\$18.83	\$19.74
* Maintenance Specialist	\$18.21	\$18.76	\$19.32	\$19.90	\$20.50
* Master Electrician	\$16.74	\$17.24	\$17.76	\$18.29	\$18.84
* Master Machine Repairman	\$16.74	\$17.24	\$17.76	\$18.29	\$18.84
* Machine Repairman	\$16.46	\$16.95	\$17.46	\$17.98	\$18.52
* Electrician	\$16.46	\$16.95	\$17.46	\$17.98	\$18.52
* Tool Grinder	\$13.83	\$14.24	\$14.67	\$15.11	\$15.56
* Boiler Operator - (Licensed)	\$13.25	\$13.65	\$14.06	\$14.48	\$14.91
** Area Set-Up - Machine Shop	\$12.41	\$12.78	\$13.16	\$13.55	\$13.96
** Area Set-Up - Welder	\$12.36	\$12.73	\$13.11	\$13.50	\$13.91
** Unit Plant Specialty Operator	\$11.90	\$12.26	\$12.63	\$13.01	\$13.40
** Area Groupleader	\$11.90	\$12.26	\$12.63	\$13.01	\$13.40
** Unit Return Material Handler	\$11.90	\$12.26	\$12.63	\$13.01	\$13.40
** Specialty Unit Mech/Elec Assy	\$11.90	\$12.26	\$12.63	\$13.01	\$13.40
** Product Sup Maint Processing	\$11.75	\$12.10	\$12.46	\$12.83	\$13.21
** Coordinator Machining-A	\$11.74	\$12.09	\$12.45	\$12.82	\$13.20
** Tool Keeper Supplier	\$11.64	\$11.99	\$12.35	\$12.72	\$13.10
** CNC External Grinder	\$11.64	\$11.99	\$12.35	\$12.72	\$13.10
** Machine Center Operator	\$11.64	\$11.99	\$12.35	\$12.72	\$13.10
** Coordinator Machining	\$11.64	\$11.99	\$12.35	\$12.72	\$13.10
** Coordinator Machining-Gauge Opr.	\$11.64	\$11.99	\$12.35	\$12.72	\$13.10
** Coord - Prod Sup/Maint	\$11.64	\$11.99	\$12.35	\$12.72	\$13.10
** Utility Operator Machine Shop	\$11.64	\$11.99	\$12.35	\$12.72	\$13.10
** Product Sup - Weld Coord	\$11.59	\$11.94	\$12.30	\$12.67	\$13.05
** Trim Press Operator	\$11.59	\$11.94	\$12.30	\$12.67	\$13.05
** Multi-Station Chucker	\$11.59	\$11.94	\$12.30	\$12.67	\$13.05
** Oiler	\$11.59	\$11.94	\$12.30	\$12.67	\$13.05
** Utility Operator Assembly	\$11.59	\$11.94	\$12.30	\$12.67	\$13.05
** Utility Operator Material Handler	\$11.59	\$11.94	\$12.30	\$12.67	\$13.05
** Utility Operator Inspection	\$11.59	\$11.94	\$12.30	\$12.67	\$13.05
** Coord Prod Sup Mat'l Hldg Spec	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00
** Unit Certified Brazier	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00
** Unit Tubing Machine Operator	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00
Welder	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00
Painter-Maintenance	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00
Repairman	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00
Copelametic Body Machining	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00
BR Body Borematic	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00

**EXHIBIT A**  
**Employees Hired Before April 10, 1988**

JOB CLASSIFICATION	Current	6/4/01	6/3/02	6/2/03	5/31/04
** Unit Assembler	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00
** M-Line Unit Assembler	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00
** Coordinator Assembly	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00
** Coordinator Prod. Sup-Oil Blender	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00
** Coord - Product Support RMA	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00
** Coord - Prod Sup/Prod Eval	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00
** Coord-Prod Sup/Material Handler	\$11.54	\$11.89	\$12.25	\$12.62	\$13.00
Customer Quality Assurance	\$11.47	\$11.81	\$12.16	\$12.52	\$12.90
Honing Machine Operator	\$11.47	\$11.81	\$12.16	\$12.52	\$12.90
O.D. Grinder - Crank	\$11.47	\$11.81	\$12.16	\$12.52	\$12.90
Boring Machine Operator	\$11.47	\$11.81	\$12.16	\$12.52	\$12.90
Multi-Station Drill	\$11.40	\$11.74	\$12.09	\$12.45	\$12.82
Floor Inspector	\$11.40	\$11.74	\$12.09	\$12.45	\$12.82
Unit Floor Inspector	\$11.40	\$11.74	\$12.09	\$12.45	\$12.82
Labor - Maintenance	\$11.40	\$11.74	\$12.09	\$12.45	\$12.82
Brazier	\$11.40	\$11.74	\$12.09	\$12.45	\$12.82
External Grinder	\$11.40	\$11.74	\$12.09	\$12.45	\$12.82
Lathe Operator	\$11.40	\$11.74	\$12.09	\$12.45	\$12.82
Line Reamer	\$11.40	\$11.74	\$12.09	\$12.45	\$12.82
Milling Machine Operator	\$11.40	\$11.74	\$12.09	\$12.45	\$12.82
Surface Grinder	\$11.40	\$11.74	\$12.09	\$12.45	\$12.82
Assembler-A	\$11.40	\$11.74	\$12.09	\$12.45	\$12.82
Hi-lo Operator	\$11.40	\$11.74	\$12.09	\$12.45	\$12.82
Unit Packer Crater	\$11.34	\$11.68	\$12.03	\$12.39	\$12.76
Assembler	\$11.34	\$11.68	\$12.03	\$12.39	\$12.76
Inspector	\$11.34	\$11.68	\$12.03	\$12.39	\$12.76
Spot Welder	\$11.34	\$11.68	\$12.03	\$12.39	\$12.76
Stockman	\$11.34	\$11.68	\$12.03	\$12.39	\$12.76
Blow Out Operator	\$11.28	\$11.62	\$11.97	\$12.33	\$12.70
Drill Press Operator	\$11.28	\$11.62	\$11.97	\$12.33	\$12.70
Burrer	\$11.23	\$11.57	\$11.92	\$12.28	\$12.65
Janitor	\$11.23	\$11.57	\$11.92	\$12.28	\$12.65
Unit Custodian	\$11.23	\$11.57	\$11.92	\$12.28	\$12.65

\* Non-interchangeable classifications not open to the bidding Procedure.

\*\* Non-interchangeable classifications open to the bidding procedure.

Toolmaker Lead Person and Toolmaker will receive \$.35 increase annually reflected in the above wages.

The above base rates include all general wage increases provided for in this Agreement.

**EXHIBIT B**  
**Employees Hired After April 10, 1988**

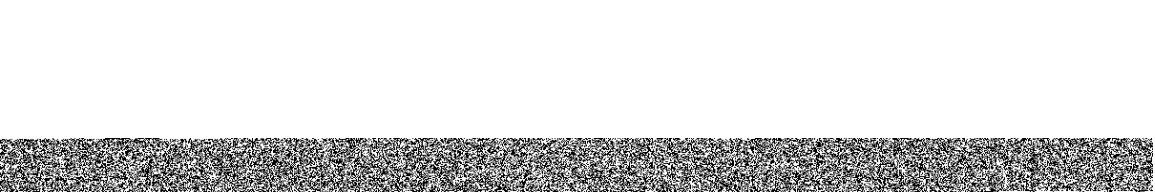
JOB CLASSIFICATION	Current	6/4/01	6/3/02	6/2/03	5/31/04
* Tool Maker - Lead Person	\$16.68	\$17.53	\$18.40	\$19.30	\$20.23
* Tool Maker	\$16.24	\$17.08	\$17.94	\$18.83	\$19.75
* Maintenance Specialist	\$18.21	\$18.76	\$19.32	\$19.90	\$20.50
* Master Electrician	\$16.74	\$17.24	\$17.76	\$18.29	\$18.84
* Master Machine Repairman	\$16.74	\$17.24	\$17.76	\$18.29	\$18.84
* Machine Repairman	\$16.46	\$16.95	\$17.46	\$17.99	\$18.53
* Electrician	\$16.46	\$16.95	\$17.46	\$17.99	\$18.53
* Tool Grinder	\$13.83	\$14.25	\$14.68	\$15.12	\$15.57
* Boiler Operator - (Licensed)	\$13.25	\$13.64	\$14.05	\$14.47	\$14.91
** Area Set-Up - Machine Shop	\$12.41	\$12.78	\$13.17	\$13.56	\$13.97
** Area Set-Up - Welder	\$12.36	\$12.73	\$13.11	\$13.51	\$13.91
** Unit Plant Specialty Operator	\$11.90	\$12.25	\$12.62	\$13.00	\$13.39
** Area Groupleader	\$11.90	\$12.25	\$12.62	\$13.00	\$13.39
** Unit Return Material Handler	\$11.90	\$12.25	\$12.62	\$13.00	\$13.39
** Specialty Unit Mech/Elec Assy	\$11.90	\$12.25	\$12.62	\$13.00	\$13.39
** Product Sup Maint Processing	\$11.75	\$12.10	\$12.47	\$12.84	\$13.23
** Coord Prod Sup Mat'l Hldg Spec	\$11.54	\$11.89	\$12.24	\$12.61	\$12.98
** Unit Certified Brazier	\$11.54	\$11.88	\$12.24	\$12.61	\$12.98
** Unit Tubing Machine Operator	\$11.54	\$11.88	\$12.24	\$12.61	\$12.98

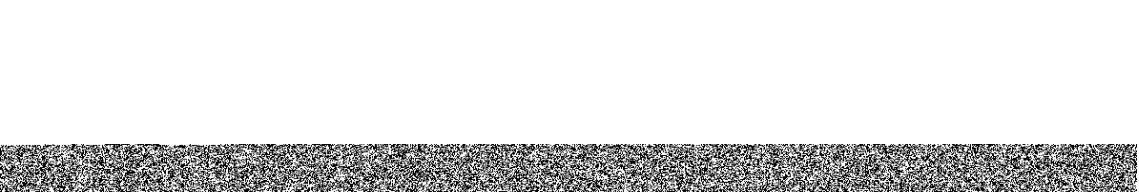
\* Non-interchangeable classifications not open to the bidding procedure.

\*\* Non-interchangeable classifications open to the bidding procedure.

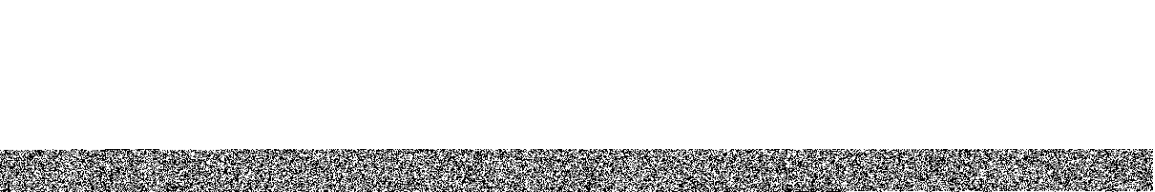
Toolmaker Lead Person and Toolmaker will receive \$.35 increase annually reflected in the above wages.

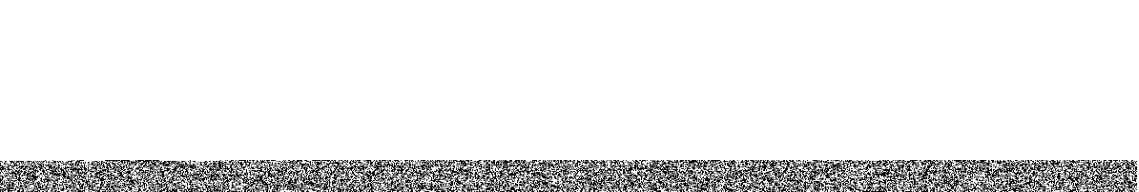
The above base rates include all general wage increases provided for in this Agreement.











## TIER II PROGRESSION TO TIER I WHEN CURRENT TIER I RETIRES

Continue with current language until 1/1/01 as follows:  
From 6/1/98 to 1/1/01, each time a tier employee retires, the most senior Tier II employee in all Sidney plants will progress to the Tier I rate for their classification on a 48 month progression schedule (24 steps at 2 months each.)

1. For employees already in retiree progression:  
3% GWIs at ratification and in 6/01, 6/02, 6/03, 6/04  
Continue steps every 2 months until reach Tier I rate
2. For employees starting retiree progression before 1/1/01:  
3% GWIs at ratification and in 6/01, 6/02, 6/03, 6/04  
Start steps every 2 months to reach Tier I rate in 48 month  
Example:

Tier I employee retires 8/1/00

Most senior Tier II employee becomes eligible for progression 8/1/00 (in this example the most senior Tier II employee is a Coordinator Assembly)

	<u>Month</u>	<u>Rate</u>	
	08/00	\$ 8.86	
Step 1	10/00	8.97	
Step 2	12/00	9.08	
Step 3	02/01	9.19	
Step 4	04/01	9.30	
Step 5	06/01	9.69	3% GWI
Step 6	08/01	9.81	
Step 7	10/01	9.93	
Step 8	12/01	10.05	
Step 9	02/02	10.17	
Step 10	04/02	10.29	
Step 11	06/02	10.72	3% GWI
Step 12	08/02	10.84	

	<u>Month</u>	<u>Rate</u>	
Step 13	10/02	\$ 10.96	
Step 14	12/02	11.08	
Step 15	02/03	11.20	
Step 16	04/03	11.32	
Step 17	06/03	11.78	3% GWI
Step 18	08/03	11.90	
Step 19	10/03	12.02	
Step 20	12/03	12.14	
Step 21	02/04	12.26	
Step 22	04/04	12.38	
Step 23	06/04	12.88	3% GWI
Step 24	08/04	13.00	Tier I Rate

### **UPGRADED SKILL PROGRAM**

1. All skilled trades employees, with the exception of Maintenance Specialist, will be offered the following upgrade skilled trade program.
2. Requirements of the upgraded skilled trade program include, but are not limited to, the following:
  - A. Electricians and Master Electricians will perform all the duties of this trade, along with the minor mechanical duties to the best of their ability.
  - B. Machine Repairmen and Master Machine Repairmen will perform all the duties of this trade along with minor electrical duties to the best of their ability.
3. Pay progression within the classification will take place per the following schedule or any combination thereof.
  - A. Employees taking the five courses required to improve their skills will progress as follows:
    1. Employee receives \$1.10 over their current rate upon signing up for the upgraded skill program.

2. Employee receives \$0.20 after successfully passing or testing out of the first four courses. (\$0.80 total)
  3. Employee receives \$0.35 after successfully passing or testing out of the fifth course.
- B. Employee completing on-the-job training to improve their skills will progress as follows:
1. *Employee receives \$1.10 over their current rate upon signing up for the upgraded skill program.*
  2. Employee receives \$0.25 at the end of year one and \$0.25 at the end of year two of continued on-the-job training.
  3. Employee receives \$0.65 at the end of year three of continued on-the-job training.
- C. Refrigeration and CUD Skilled Trades receive an additional \$0.49 over their current rate upon entry into the upgraded skill program.
4. OEM training will be completed as needed.
  5. Coursework will be paid per contract.

### **COST OF LIVING ALLOWANCE**

200. If there is a Cost of Living Allowance negotiated in a future contract, it shall be calculated, if applicable, and placed in effect in accordance with the following:
- (a) One cent (\$.01) adjustment for each .4 increase in the Consumer Price Index.
  - (b) Only those employees covered by the Agreement and on the active payroll at the appropriate times shall receive the cost of living allowance. *The amount of*

the cost of living allowance shall be determined as provided above on the basis of the Consumer Price Index for Urban Wage Earners, etc., published by the Bureau of Labor Statistics, United States Department of Labor (1967 = 100) referred to herein as the "index."

### **DURATION OF AGREEMENT**

201. This Agreement shall be effective as of the 23<sup>rd</sup> day of June 2000 between the Corporation, the IUE-CWA Local 725, Sidney, Ohio, now the authorized representatives of the Corporation's employees, as set forth in the Agreement Section, and shall continue in full force and effect until 11:59 p.m. June 1, 2006 and from year to year thereafter, unless modified or terminated, as herein to be provided.
202. Either the Corporation or the Union may terminate or modify this Agreement by written notice to the other not more than ninety (90) days and not less than sixty (60) days prior to the 1st day of June 2006, or prior to June 1st of any subsequent year. Within ten (10) days following receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering the terms of the new Agreement.
203. IN WITNESS WHEREOF, the Corporation and the Union, being the IUE-CWA , Local 725, Sidney, Ohio, have signed this Agreement, this 7th day of September 2000.

IN WITNESS WHEREOF, the parties have signed this Agreement this 7th day of September 2000.

IUE-CWA , LOCAL 725 (SIDNEY, OHIO)

Bill Lawson, President  
Larry Curtner, Vice President  
Connie Bundy, Recording Secretary  
Donna Phillips, Financial Secretary  
Sarah Howell, Chief Steward

## COPELAND CORPORATION (SIDNEY, OHIO)

Roger Grinstead, Senior Vice President Human Resources  
Jarrett A. Thomas, Director of Labor Relations  
Robert Schieltz, Operations Director Condensing Unit Division  
Stan Apgar, Director of Operations Sidney Refrigeration Division  
Gerry Ulrich, Sidney Scroll Plant Manager  
Jay Cavendish, Human Resources Manager Scroll Plant  
Patrick Zamoski, Human Resources Manager Sidney  
*Refrigeration*  
Ray Blair, Shop Operations Manager Condensing Unit Division

### **IUE, AN INDUSTRIAL DIVISION OF THE CWA AFL-CIO-CLC**

Michael J. Bindas, President of I.U.E. District 7  
Kermit L. Dorsey, *Director of Collective Bargaining*

### **SKILLED TRADES SUPPLEMENT**

This Skilled Trades Addendum by and between Copeland Corporation and Local 725 has been agreed to as follows:

1. The skilled trades classifications covered by the Skilled Trades Addendum are:
  - Tool Maker Lead Person*
  - Tool Maker—Journeyman*
  - Maintenance Specialist*
  - Master Electrician*
  - Master Machine Repairman*
  - Machine Repairman – Journeyman*
  - Electrician - Journeyman*
  - Tool Grinder - Journeyman*
  - Boiler Operator—Licensed*
2. Journeymen and apprentices will have combined seniority within their trade. Upon satisfactory completion of the Apprenticeship Program, the apprentices will be given full seniority from their last date of entry into the trade where the apprenticeship has been completed.

3. The Corporation will recognize six (6) years in the trade as sufficient for journeyman status. It is further understood that the six (6) years of work will not apply to present or future apprentices and that these apprentices can only earn their journeyman status upon successful completion of the Apprenticeship Program.
4. When it becomes necessary to move employees in the Skilled Trades to another shift, it will be done in the following manner:
  - (a) A journeyman, either the most senior volunteer or the least senior, will be assigned another shift first. If additional employees are needed, then other volunteers or the least senior in the trade will be transferred, but in any case the Company will not be required to use more than one apprentice with one journeyman.
  - (b) An apprentice or journeyman may exercise their seniority as new employees enter the trade or an apprentice becomes a journeyman.
  - (c) Any time during the first full week of December, journeymen in their particular classification will be allowed to displace the least senior journeyman on another shift in the plant where they are assigned.

The move will be made effective the first work day in January of the following year, but in any case the Company will not be required to use more than one apprentice with one journeyman.

When permanent job openings occur in the skilled trades classifications within Plant 2 or Plant 6, those jobs will be posted on the bulletin boards in all plants for a period of one (1) week, Monday through Friday, and the most senior employee in the posted classification making application will be allowed to move to the opening.



Any opening(s) triggered as a result of Number 2 above shall be filled in the same manner.

*If no employee(s) in the posted classification desires to move, the opening(s) will be filled in accordance with the Labor Agreement.*

- (d) Any time during the first full week of December, apprentices, who will have completed 2000 hours prior to December 31st in their particular classification, will be allowed to displace the least senior apprentice on another shift. The move will be made effective the first work day in January of the following year.
- 5. From time to time, employees in the various skilled trades classifications may be required to attend various training programs to be retrained in present skills or learn new skills. *Such employees will be paid at the applicable rate while attending such training and the Corporation will pay all tuition costs and fees.*
- 6. Employees, who do not successfully complete the basic courses, will be given an opportunity to repeat the course(s) when it is next offered. Employees repeating the course will be paid at straight time regardless when the course is held.
- 7. Prior to the start of new courses in any given trade, the Company will inform the Joint Apprenticeship Committee as to length of the course, subject matter, location, and curriculum.
- 8. *To determine whether a particular skilled assignment falls within the scope of two or more trades and thus properly unassignable to any of these trades, the following criteria will be considered. These lines will be formulated and recorded by the Company and Union.*
  - (a) Level of skill involved
  - (b) Type of training (Apprentice or Journeyman)
  - (c) Tools required

- (d) Type of equipment being worked on
  - (e) Composition and size of the available skilled trades workforce
9. When a new employee is hired into a non-interchangeable skilled trades classification of toolmaker, maintenance specialist, master machine repairman, master electrician, machine repairman, electrician, and tool Grinder, the credentials of the new employee will be made available to the appropriate skilled trades committee person in the trade. The skilled trades representative shall be afforded an opportunity to comment on the credentials of the new employee.

### **JOB APPLICATION—SKILLED TRADES**

10. When permanent job openings occur in the classification of master electrician or master machine repairman, they shall be posted on the bulletin boards for a period of one week (Monday through Friday). The procedure for making application is as follows:

Step 1: Those employees in the classifications of electrician, machine repairmen may complete an application available in the Employee Relations Office during the week of the posted notice.

Step 2: The Employee Relations office will review all applications on the basis of qualifications, merit, ability, and skill. Where these factors are, in effect, equal among job applicants, the Company will award the job to the most senior qualified applicant. The number of jobs awarded will equal the number of open positions.

Step 3: An employee awarded a job based on the criteria in Step 2 will then be required to attend training courses specified by the Company. These courses will include attendance at machine and equipment vendors' facilities as well as off-site seminars. During this training, the employee must successfully pass qualifying tests administered by the instructor that document the employee's understanding of the new

skills necessary to be placed in the job classification. An employee who is unable to pass the qualifying tests will be returned immediately to his former classification.

Step 4: An employee who has successfully completed the training courses, and who has passed the qualification tests, will be expected to demonstrate a reasonable degree of proficiency in the performance of the job during a sixty (60) work day trial period after transfer to the new position.

Step 5: If the employee's work performance is satisfactory to the Company, their rate of pay will be retroactive to the first work day they actually went on the job.

An employee not qualifying during the sixty (60) day trial period will be returned to their previous classification.

- 10A. Employees in the classification of master electrician or master machine repairman may upgrade into the maintenance specialist classification. They may so apply in the Employee Relations office.

Step 1: The employees who meet the minimum requirements for eligibility will be interviewed and evaluated based on the employee's work record and history, skills, knowledge, abilities, and overall qualifications required for this classification.

Step 2: An employee awarded a job based on the criteria in Step 1 will then be required to attend training courses specified by the Company. These courses will include attendance at machine and equipment vendors' facilities as well as off-site seminars. During this training, the employee must successfully pass qualifying tests administered by the instructor that documents the employee's understanding of the new skills necessary to be placed in the job classification. An employee who is unable to pass the qualifying tests will be returned immediately to his former classification.

**Step 3:** An employee who has successfully completed the training courses, and who has passed the qualification tests, will be expected to demonstrate a reasonable degree of proficiency in the performance of the job during a sixty (60) work day trial period after transfer to the new position.

**Step 4:** If the employee's work performance is satisfactory to the Company, their rate of pay will be retroactive to the first work day they actually went on the job.

An employee not qualifying during the sixty (60) day trial period will be returned to their previous classification.

## **LAYOFF**

11. Employees in the non-interchangeable skilled trades classifications will have a choice of signing a waiver to take a layoff or return to production during a cut-back in the non-interchangeable skilled trades classification. Employees who choose to take the layoff will be recalled to their classification as jobs become available in line with their seniority.
  - (a) Rules for permanent seniority reduction in the following classifications:
    - (1) Maintenance specialist, electrician—master and machine repair—master shall have their seniority in their non-interchangeable job classification and will be removed therefrom in order of the lowest skilled trades seniority.
    - (2) Upon removal, the employee will be returned to the skilled trades classification from whence they came. If the employee cannot hold in that classification in line with their skilled trades seniority, they will be returned to the plantwide production seniority group.

## OVERTIME

12. The Company will keep an overtime list for journeymen and a list for apprentices in the non-interchangeable skilled trades classifications by shift and keep it posted where it can be easily viewed by the employees in a given classification. Listed will be the names and number of overtime hours that have been offered or worked by each employee in a given classification at each plant, by shift, and listed in descending order starting with the most senior. This list will be maintained daily. The hours will accumulate starting January 1 of each year and end on December 31 of each year. On December 31 of each year, the low employees on each classification overtime list will be put at zero, and the number of overtime hours they had will be subtracted from each employee on that list.
  
13. When it is necessary to schedule overtime assignments, the Company will offer the overtime first to the journeymen in the classifications by shift and by low overtime hours where possible. If the journeyman classification is exhausted, the Company will then offer the overtime to the apprentice in the classification by shift and by low overtime hours. The foreman will notify the Union steward of those working overtime. At this time, the steward will be afforded the opportunity to go over the foreman's selections and bring any possible errors to the foreman's attention. If an error is discovered later, the employee will be offered the next overtime assignment in the trade. The Company further agrees that a reasonable effort will be made to maintain a 30 hour spread in each classification by shift on each list. It is further understood that the Company will not exceed the maximum of 75 hours spread within the classification by shift and by list. The maximum spread in overtime may be used for the following:
  - (a) An employee is needed to continue on a job that they have worked on during that shift or is required to be continued the following overtime shift.

If at any time, the spread should exceed the 75 hour maximum, the chief steward and the designated skilled trades representative will meet with management and discuss a solution.

14. Any employee in the non-interchangeable skilled trades classification who refuses overtime properly offered to them will be charged for the hours they could have worked regardless of the reason they refused. On call-ins, there will be no charge unless the employee actually works.
15. The Company will notify employees who are needed for Saturday no later than Thursday, where possible and those needed for Sunday no later than Friday, where possible. When it is necessary to make Sunday overtime assignments, the assignment will be offered to those employees who have accepted and who work the Saturday overtime assignment. If the employee has reported for and is unable to complete the Saturday overtime assignment as scheduled and is excused by their foreman for legitimate reasons, they will be allowed to work on Sunday.
16. In the event the overtime list within a trade is exhausted for weekend overtime assignments, up to two (2) employees in that trade will be required to work the scheduled assignment as determined by low overtime hours. This paragraph applies to first shift only.
17. In the event the overtime list within a trade within a plant is exhausted and additional employee(s) is needed, the overtime will be offered to employee(s) in that trade in the other plants before employee(s) of another trade is offered the overtime.

## **ARTICLE I DECLARATION OF POLICY**

The purpose of the Joint Apprenticeship Program hereinafter set out between Copeland Corporation and the I.U.E. that is an Industrial Division of the CWA AFL-CIO.-CLC, known as IUE-

CWA AFL-CIO-CLC is to select and train qualified applicants in the skills, knowledge, and experience necessary to fulfill the future responsibilities of skilled craftsmen, to be assured of competent personnel to fulfill the present and future manpower requirements of the skilled trades involved.

During their apprenticeship, the apprentice shall receive such experience (on-the-job training) and instruction (job-related education) that is necessary to develop a practical and skilled craftsman in their trade.

The Apprenticeship Program is designated to provide a methodical program of supplementary technical instruction and supervised work experience consistent with the needs and facilities of the Company.

## **ARTICLE II DEFINITIONS**

- (a) The term "Company" shall mean Copeland Corporation.
- (b) The term "Union" shall mean the duly authorized representatives of the IUE-CWA AFL-CIO-CLC and its local unions.
- (c) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person entering into such an agreement.
- (d) "Apprentice" shall mean a person who is covered by a written agreement with the Company providing for their training in accordance with the apprenticeship standards as set forth herein.
- (e) "Committee" shall mean the Local Joint Apprenticeship Committee, with an equal number of representatives from the Company and the Union.

- (f) "Supervisors of Apprentices" shall mean the person employed by the Company, or the person assigned the responsibility of overseeing that the apprenticeship standards, as set forth herein, are being carried out in the training program.
- (g) "Standards of Apprenticeship" shall mean this entire document, including these definitions.
- (h) "Scheduled Work Processes" means the schedule of hours that the apprentice spends on various work assignments, as shown in this supplement

### **ARTICLE III APPLICATIONS**

#### **1. Seniority Employees.**

- (a) The initial hire and entry into this pool is on a completely nondiscriminatory basis.
- (b) Notice of apprenticeship openings will be posted on the Company's bulletin board for fourteen (14) calendar days.
- (c) Applications for apprenticeship will be accepted by the Personnel Department from seniority employees within the bargaining unit who consider themselves eligible under this program of training.
- (d) A numbered application blank will be filled out, and each applicant will sign a register noting that they have received and filed an application.
- (e) After a preliminary check of each application by the Personnel Department, those meeting the minimum eligibility requirements will be turned over to the Joint Apprenticeship Committee for approval or disapproval in accordance with the standards set forth herein.



- (f) In the case of multiple openings for one posting the Apprenticeship Committee will fill the openings one at a time to allow each seniority employee that has applied to compete for all openings.
- (g) In the event that the employee has applied for openings in multiple trades and is the highest ranking applicant in more than one, they will be offered their choice and removed from the other list. The second highest ranked on the list they were removed from will then become the highest ranked.

## 2. Standards Used for Apprentice Selection

Selections standards, based on the following suggested point system, will be used to rank all applicants, whether (1) from seniority employees, or (2) from outside applicants.

### **PHASE 1**

Within 10 calendar days of the closing of the application period, all applicants must have provided the apprenticeship committee with a copy of their high school diploma and a transcript of their high school grades (grades 10 through 12), or a copy of their GED Certificate.

### **PHASE 2**

Applicants who have met the requirements of phase 1 shall be required to take a basic math and reading competency test. To pass these tests applicants must achieve a minimum competency level of 9th grade 9th month. These will be standardized tests and will be administered and graded by an outside agency selected by the Joint Apprenticeship Committee. Those who achieve the required math and reading competency will then be scheduled to take an aptitude test. Those not meeting the minimum requirements for reading and math competency may reap-



GPA of 3.7 to 4.0	5 Points Awarded
GPA of 2.7 to 3.6	4 Points Awarded
GPA of 1.7 to 2.6	3 Points Awarded
GPA below 1.7	not eligible for consideration .

Multiplier calculation is based on percentage of studies completed towards an associates Degree in a field related to the apprenticeship.

100% complete	multiplier = 2
75% complete	multiplier = 1.5
50% complete	multiplier = 1
25% complete	multiplier = 0.5

To calculate the points awarded for college studies perform the following calculation. GPA Points Awarded multiplied by the multiplier awarded for the percentage of college studies completed. Example: A GPA of 3.9 with studies 75% complete =  $3.9 \times 1.5 = 5.85$  points awarded

- c) Test for knowledge of work involved in the skilled classification for which employee is being evaluated gained from previous experience. A percentage of the maximum of 20 points equal to the percentage of correct answers on the test will be awarded.
- d) Copeland employee years of service: 1 point awarded per full year of service up to a maximum of 5 points.
- e) Formula for totaling points awarded each candidate in phase 3 is as follows: Total points awarded in a, plus total points awarded in b, plus total points awarded in c, plus total points awarded in d =  $a + b + c + d =$  Total points awarded to each candidate in phase 3 .
- f) Any applicant who has less than 10 points in phase 3 could not meet the minimum score of 45 even if given the maximum points allowed in phase 6. Therefore, they will be excluded from further consideration for the current opening.

- g) If there are less than 5 applicants for the current opening who meet the minimum of 10 points required then the committee will request that the Company notify the local joint vocational schools, technical colleges and public employment service, by mail, of the available openings, the minimum qualifications for eligibility, the closing date for applications, and where to file. The Joint Apprenticeship Committee may also request that the Company advertise in the local papers.

#### PHASE 4

The Joint Apprenticeship Committee shall interview all candidates having met the requirements of phase 3. The Joint Apprenticeship Committee shall evaluate the candidates on the following criteria and shall assign points accordingly in each category.

1) Appearance of the Application (neatness and accuracy)	Maximum points 5
2) Evaluation of the interviewer (oral interview ) interest sincerity, attitude	
a) Knowledge of work required in the trade	Maximum points 9
b) Strength of desire to get into skilled trades and chances of staying in the program	Maximum points 7
c) Long range career objectives	Maximum points 7
d) General impression of stability and maturity .	Maximum points 7

The total points awarded to the candidate in phase 4 shall be added to those the candidate received in phase 3. The Joint Apprenticeship Committee shall establish a order of candidate

ranking with the candidate having the lowest point total being listed as lowest and the candidate having the highest point total being listed highest. The minimum number of points required for a candidate to be placed on the finale ranking list is a total of 45 out of possible 75 point. From this Candidate Ranking the Joint Apprenticeship Committee shall fill the Apprenticeship opening in the specific craft with the candidate having the highest ranking.

### 3. Selection

- (a) When two (2) or more seniority employees receive the same ranking, the one with the most seniority will be selected. If an outside applicant and a seniority employee have the same ranking the seniority employee will be selected.
- (b) In the event one or more outside applicants are tied at the highest ranking, the applicant with the earliest application date will be selected.
- (c) Records of application and of the selection process will be maintained for at least two (2) years and may be evaluated under appropriate conditions.

## **ARTICLE IV APPRENTICESHIP ELIGIBILITY REQUIREMENTS**

*Selection of apprentices under this program shall be made from qualified applicants on the basis of qualifications alone without regard to race, creed, color, national origin, or sex, in accordance with objective standards which permit review, after full and fair opportunity for application; and this program shall be operated on a completely nondiscriminatory basis.*

In order to be eligible for apprenticeship under these standards, the applicant must possess the following minimum qualifications:

1. Must be a U.S. Citizen.

2. Must have a twelfth (12th) grade education or certificate of equivalency (GED).
3. Must be at least 18 years of age.
4. The successful applicants shall be in good physical condition.

#### **ARTICLE V CREDIT FOR PREVIOUS EXPERIENCE**

Employees of the Company and those who have had previous employment experience who desire to become apprentices and are selected, may be allowed credit in accordance with these standards for applicable experience after their record has been checked and evaluated by the Joint Apprenticeship Committee. Evaluated work experience must have been gained under an apprenticeship program, or under a trainee, upgrade and/or change over program, and not in a trade school or vocational school.

Returned veterans may have their service work record evaluated and credit given for applicable practical experience gained in the armed services after evaluation by the Joint Apprenticeship Committee.

#### **ARTICLE VI TERM OF APPRENTICESHIP**

The term of apprenticeship shall be as established by these apprenticeship standards in accordance with the schedule of work processes and related instruction as outlined in this supplement.

#### **ARTICLE VII PROBATIONARY PERIOD**

The first five hundred (500) hours of employment for every apprentice in the apprenticeship program shall be a probationary period. The Joint Apprenticeship Committee shall cancel the Ap-

*prenticeship Agreement during this probationary period at the request of either the apprentice or the employer for such cancellation.*

### **ARTICLE VIII HOURS OF WORK**

Insofar as is practical, the apprentice will work a normal work week. However, when the Company's business is such that it will not provide continuous employment over the entire period of apprenticeship, or once the apprentice completes their apprenticeship training and there are no journeyman openings in the craft the apprentice trained for, in these cases the apprentice will be placed in accordance with what their seniority would entitle them to and will receive the rate of pay of the classification they are placed in under the applicable collective bargaining agreement between the Company and the Union.

### **ARTICLE IX CONDITIONS OF EMPLOYMENT**

*All standing personnel and other policies for hourly employees shall apply in all matters unless otherwise specified in these standards, and the Company may discipline apprentices under the terms of the applicable collective bargaining agreement between the Company and the Union as with any other employee.*

### **ARTICLE X RATIO**

The number of new apprentices enrolled each year shall be determined on the basis of the number of journeymen employed during the program each year, averaged over the preceding four (4) years and based on the openings necessitated by the Company's business. The ratio of apprentices in training to journeymen shall be determined by the Company according to the needs of the Company and the facilities available, future employment opportunities, and the number of qualified journeymen available to instruct the apprentices.

## **ARTICLE XI DISCIPLINE**

If the supervisor of the apprentices finds that an apprentice shows a lack of interest or does not have the ability to complete the apprenticeship standards, as set forth herein, they shall place all the facts in the case before the Joint Apprenticeship Committee for its recommendations. Under these circumstances, an apprentice may be permitted to continue in a probationary status, and they may be required to repeat a specified process or series of processes satisfactorily. However, their Agreement may be terminated if they have not satisfactorily met these requirements.

## **ARTICLE XII WAGES**

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages.

1st thru 12th month — 80% of the journeyman's wage rate  
13th thru 24th month — 85% of the journeyman's wage rate  
25th thru 36th month — 90% of the journeyman's wage rate  
37th thru completion — 95% of the journeyman's wage rate

A minimum of 2000 hours must be worked during each 12 month period to qualify for each wage increase. If the apprentice doesn't have 2000 hours for the 12 month period the next period will be delayed until the 2000 hour minimum is met.

Apprentices, who are given credit for previous experience, shall be paid upon signing the apprenticeship agreement the wage rate for the period to which such credit advances them.

Each apprentice shall be required during the period of this apprenticeship to complete a program of related and supplemental classroom instruction. Such related training is required to enable the apprentice to become proficient in the technical knowledge and other aspects of this trade.

The apprentice shall be paid their regular rate for actual school



*attendance required during their normal regularly scheduled shift by the Apprenticeship Program.*

The company will pay all registration fees or tuition required of the apprentice in connection with the related and supplemental instruction approved by the Joint Apprenticeship Committee.

### **ARTICLE XIII RELATED INSTRUCTION AND SCHOOL ATTENDANCE**

- (a) *Related classroom training schedules will be negotiated by the Joint Apprenticeship Committee and IUE-CWA AFL-CIO CLC Chairman, which will be arranged to fit the work schedule of the individual apprentice according to the needs of the Company.*
- (b) *Enforcement of school attendance. In case of failure on the part of any apprentice to fulfill their obligation as to school attendance, the Joint Apprenticeship Committee may suspend or revoke their apprenticeship agreement, and the Company hereby agrees to carry out the instructions of said committee in this respect. The apprentice hereby agrees to abide by any such determination of such committee.*
- (c) *The related instruction and hours of schooling may be conducted after the hours of on-the-job training. Such hours of related instruction may not be counted as hours worked for purposes of determining overtime; however, these school hours will be counted as part of the regular apprenticeship period.*

### **ARTICLE XIV JOINT APPRENTICESHIP COMMITTEE**

There is hereby established a Joint Apprenticeship Committee as defined in Article I. This Committee shall be composed of an equal number of members, half of whom shall represent the Union.

The Committee shall elect a chairman and a secretary. When a Company member is chairman, a Union member shall be secretary, and vice-versa. The Committee shall meet at least once a month or on call of the chairman or secretary or any two members of the Joint Committee.

The duties of the Committee shall be:

1. To act in an advisory capacity only with regard to the general terms and conditions of these standards.
2. To approve the duly executed Apprenticeship Agreement between the Company and the apprentice.
3. To supervise the selection of and pass final approval upon applicants recommended for entrance into apprenticeship as per Article II of these standards.
4. To cooperate with the apprentice, the school authorities, the Company, and the Union in the successful operation of these standards.
5. To hear and adjust all complaints of violation of Apprenticeship Agreements.
6. To formulate and carry out plans to create and maintain interest in the Apprenticeship Program.

## **ARTICLE XV RESPONSIBILITIES**

### **A. APPRENTICES**

In becoming an apprentice, an individual employee assumes additional responsibilities and obligations to the Company and the trade to which they aspire. These are as follows:

1. To diligently and faithfully perform the work of the trade and other pertinent and related duties as may be assigned by the employer in accordance with the provisions of the "Contract" and Apprenticeship Program.
2. To abide by accepted Company work rules, regulations and special rules as established for apprentices, as stated in the Apprenticeship Program.
3. To successfully complete the required related instruction in the time assigned in the schedule regulating such instruction.
4. To maintain records of work experience and training on the job and in related instruction, as may be required, and to make them available to the Review Committee as may be required.
5. To develop and continue to practice safe work habits in their work to assure their own safety and the safety of their fellow employees.
6. To conduct themselves at all times in a credible, ethical, and moral manner in realization of the time, effort, and money necessary to afford them the opportunity to become a skilled craftsman.

#### B. THE COMPANY

1. To secure qualified apprentices, through proper selection procedures who show ability and desire in accordance with the apprentice qualifications established in the Apprenticeship Program and contract provisions.
2. To develop and maintain an apprenticeship program so as to provide each apprentice well-rounded training and experience in all phases of the trade consistent with the needs

of the Company.

3. To counsel individual apprentices, as required, to assist individual problems and to be sure that all apprenticeship requirements are met.
4. To attempt to maintain reasonably continuous employment of apprentices.
5. To keep such records as necessary to record each apprentice's progress.
6. To take equitable disciplinary action against individual apprentices.
7. To inform the representatives of the Review Committee of registration, periodic progress, disciplinary action, completion, temporary suspension, and/or termination concerning any apprentice.

#### **ARTICLE XVI OBLIGATION OF APPRENTICE**

The applicant before assignment to the employer must accept, in their own handwriting, the following obligation:

"I, the undersigned, having made application to be an apprentice, having read the standards and rules of the Joint Committee, understanding them and all provisions contained therein, do hereby accept them, and I shall comply with them completely and abide by the decisions and findings of the Joint Apprenticeship Committee as final and binding."

**APPLICANT**

## **ARTICLE XVII SUPERVISION OF APPRENTICES**

Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the foremen of the Department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another in accordance with the predetermined schedule of work training. No apprentice may be retained on a scheduled work process for a period of longer than the time scheduled for such work process unless permission is granted in writing by the Joint Committee.

The Supervisor of Apprentices, or an individual charged with this responsibility, in consultation with the Committee, shall prepare adequate record forms to be filled in by the foreman under whom the apprentices receive direct instruction and experience. Foreman shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under the supervision. These reports shall be submitted to the Committee for its approval or disapproval.

At the end of each six-month period, the apprentice may be examined as directed by the Joint Committee as to progress both on the job and in related instruction subjects.

## **ARTICLE XVIII CONSULTANTS**

The Committee may request interested agencies or organizations to designate a representative to serve as consultant. Consultants will be asked to participate without vote in conferences on special problems related to apprentice training which affect the agencies they represent.

## **ARTICLE XIX SENIORITY**

The apprentices will exercise their seniority in their own group within their own plant, provided they are qualified to do the remaining work. For example, if there are four (4) apprentices in any specific trade and a reduction in this number is required due to lack of work, the first hired shall be the last laid off, and the last laid off shall be the first to be reinstated, provided they are qualified to do the remaining work without training.

Upon satisfactory completion of the Apprenticeship Program, the apprentice will be given full journeyman seniority in the classification appropriate for the plant in which the apprenticeship was completed. Their date of entry into the program will become their journeyman seniority date for that plant.

## **ARTICLE XX APPRENTICESHIP AGREEMENT**

"Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice approved by the committee, and the IUE-CWAAFL CIO CLC.

Every Apprenticeship Agreement entered into under Local Standards of Apprenticeship shall contain a clause making the standards part of the agreement with the same effect as if expressly written therein. For this reason, every applicant shall be given an opportunity to read the standards before they sign the Apprenticeship Agreement. The following shall receive copies of the Apprenticeship Agreement:

- (1) The Apprentice
- (2) The Company
- (3) The Joint Apprenticeship Committee
- (4) The Local Union
- (5) The applicable district of the IUE-CWA AFL-CIO-CLC

## **ARTICLE XXI MODIFICATION OF STANDARDS**

These standards may be modified at any time by action of the Joint Apprenticeship Committee, subject to review and acceptance of such modifications by the IUE-CWAAFL CIO CLC Skilled Trades Department.

Such modifications shall not alter apprentice agreements in effect at the time of the change without the express consent of all parties to such an agreement. An apprentice affected by such modification of standards will be furnished a copy of such modification.

## **ARTICLE XXII GENERAL**

The Company will furnish a toolbox and a basic set of tools to the apprentice during their satisfactory performance in the apprenticeship program. This set of tools will be appropriate for the trade into which they are entering as determined by the company. Upon satisfactory completion of the apprenticeship program, they will become the property of the apprentice. The Company will replace tools for those apprentices in the Apprenticeship Program that are broken or worn out through normal usage.

*If the apprentice, for any reason, drops out of the apprenticeship program, any tools furnished to them by the Company and not purchased expressly by the apprentice, will be returned to the Company.*

Should any dispute arise over the interpretation or application of these standards which cannot be satisfactorily settled within the Joint Apprenticeship Committee, the dispute will be submitted by the parties to the fifth step of the grievance and arbitration procedure in effect in the applicable collective bargaining agreement between the Company and the Union that apply to the settling of a grievance from the fifth step of said grievance and arbitration provisions, and such steps will apply to settling a dispute over the meaning and interpretation of these standards.

The apprentice, having satisfactorily completed all related training requirements set forth by the apprenticeship committee and 48 months of on the job training per the schedule of work processes will be awarded the status of journeyman and the pay to which this status entitles them.

### **ARTICLE XXIII SAFETY**

Each apprentice shall be provided with initial indoctrination and instruction in safe practices and accident prevention.

Initial indoctrination shall include instructions relevant to pertinent Company safety provisions, reporting of accidents, and availability of first-aid and medical facilities.

The employer shall at all times comply to all applicable provisions of federal, state, and municipal safety, health, and sanitary codes for the health and safety of the apprentices engaged in the performance of the work defined in the schedule of work processes.

As an integral part of their training program, the apprenticeship supervisor and/or instructor shall provide training and instructions regarding safe work habits, safety equipment, and other safety devices to keep the apprentice informed of methods necessary to perform all phases of the work in a proper and safe manner.

### **ARTICLE XXIV OFFICIAL APPROVAL**

These standards shall be binding on the Company, Union, and apprentices and shall be approved officially by formal action of the Company and the Union, and shall not conflict with any existing or subsequent collective bargaining agreement between the Company and the Union. The Apprenticeship Agreement may be terminated by the Company at any time for cause. These stan-



dards of apprenticeship are made subject to the right of either the Union or the Company to discontinue the apprenticeship program at any time at which time these apprenticeship standards shall terminate automatically. In such cases the apprentice shall be handled in accordance with the provisions of the applicable collective bargaining agreement between the Company and the Union.

**SCHEDULE OF WORK PROCESSES FOR:  
INDUSTRIAL ELECTRICAL APPRENTICE      HOURS**

<i>Rebuild and repair electrical equipment</i>	1300
Motors	
Meters	
Instruments	
Solenoids	
Miscellaneous	

Construction and Installation	1800
Planning and job layout	
Conduit and pipe	
Machines and equipment	
Light and power distribution	

General Building Maintenance	1200
Sub-Stations	
(Secondary circuits)	
Light and power circuits	
Elevators	
Cranes	
Hoists, etc.	

General Machine and Equipment Maintenance	1800
Control systems	
Venting	
Induction heating	
Machine tools	
Welding equipment	
Electro-chemical equipment	

Electronic Equipment and controls Construction and installation	800
Troubleshooting and repair Optional	428
Related Instruction	<u>672</u>
TOTAL	8000

\*A 20 percent deviation is allowed on all work and related instruction processes in these appendixes.

## INDUSTRIAL ELECTRICAL APPRENTICE

### ELECTRICIAN

First Year	<u>HOURS</u>
Shop Arithmetic and Algebra	30
D.C. fundamentals and mechanics	20
Wiring, magnetism and armature winding	38
Introduction to electricity and electronics	40
Blueprint reading and drawing	30
Safety	<u>10</u>
TOTAL	168
Second Year	
Shop Geometry, Trigonometry and Vectors	25
A.C. fundamentals and A.C. circuits	40
Transformers, polyphase systems and alternators	36
Elementary physics	16
Electronics and scope	20
Electrical protection devices	21
Safety	<u>10</u>
TOTAL	168

### Third Year

Single and multi-speed A.C. motors	30
Statorwinding	20
A.C. controllers, instruments, relays, and troubleshooting	30
Lightning arrestors	26
Basic electronic and scope	40
Social economics	12
Safety	<u>10</u>
<b>TOTAL</b>	<b>168</b>

### Fourth Year

Industrial electronics and scope	56
Blueprint reading	40
Electrical code	42
Control welding	20
Safety	<u>10</u>
<b>TOTAL</b>	<b>168</b>

### TO BE COMBINED WITH MACHINE REPAIR HOURS

Installation, construction and repair	3000
Steam, (high,low) systems	
Air (high,low) systems	
Water systems	
Cooling systems	
Ventilation systems	
Sprinkler systems	
Heating systems	
Gas systems	
Sewer systems	
Machine systems	
Coolant systems	
Conveyor steams	
All related equipment on plant property	

General Maintenance and Repair	4000
All building equipment	
Motors, hoists, cranes and furnaces	
Pumps, valves and traps	
Drive mechanisms and all related equipment on plant property	
Piping systems of all kinds	
Related studies	672
Optional	<u>328</u>
TOTAL	8000

\*A 20 percent deviation is allowed on all work and related instruction processes in these appendixes.

#### TO BE COMBINED WITH MACHINE REPAIR

First Year	<u>HOURS</u>
Blueprint reading and drawing	30
Shop Mathematics	40
Theory of water and steam circulating systems	56
Hand and power tools	10
Plumbing laws and regulations	22
Safety	<u>10</u>
TOTAL	168

#### Second Year

Blueprint reading and field layout	46
Rigging	24
Shop Mathematics	40
Water systems and sewage disposal	20
Technical English	20
Elementary physics	8

Safety	<u>10</u>
TOTAL	168

#### Third Year

Shop Mathematics (Geometry)	32
Welding theory and burning	56
Layout Plumbing and heating systems	40
Bearing lubrication	20
Measurement	<u>10</u>
Safety	
TOTAL	168

#### Fourth Year

Welding practices and burning	102
Pneumatics systems and repairs	26
Plumbing layout	30
Safety	<u>10</u>
TOTAL	168

#### SCHEDULE OF WORK PROCESS FOR:

TOOL GRINDER APPRENTICE	<u>HOURS</u>
Drill grinding - plain	1200
Drill grinding - step	1200
Subland	1200
Cutter grinding bench (high speed and carbide)	1200
Broach grinding	600
Misc. grinding instructions	1600
Optional	328
Related instruction	<u>672</u>
TOTAL	8000

\*A 20 percent deviation is allowed on all work and related instruction processes in these appendixes.

## TOOL GRINDER APPRENTICE

	<u>HOURS</u>
First year	
Use and care, reading of tools	20
Shop Arithmetic	20
Algebra	20
Machine tool operation theory	44
Machine tool operation	10
Blueprint reading	44
Safety	<u>10</u>
TOTAL	168
Second Year	
Shop Geometry	24
Handbook	52
Technical English	20
Elementary metallurgy	42
Fundamental shop drawing	20
Safety	<u>10</u>
TOTAL	168
Third Year	
Shop Mathematics	50
Grinding technology	10
Welding theory	16
Tool and design	50
Heat treat theory	20
Elementary physics	12
Safety	<u>10</u>
TOTAL	168
Fourth Year	
Shop Mathematics (including Trigonometry)	60
Welding theory	6

Tool and design	40
Machine operation project (to be defined)	20
Strength of materials	20
Machine technology	12
Safety	<u>10</u>
<b>TOTALS</b>	<b>168</b>

**SCHEDULE OF WORK PROCESSES FOR:  
TOOLMAKER APPRENTICE**

	<u>HOURS</u>
Lathe	1000
Milling machine	1200
Grinders surface - external	1100
Heat Treat	200
Welder	200
Shaper	50
Bench	2850
Optional	728
Related instruction	<u>672</u>
<b>TOTAL</b>	<b>8000</b>

\*A 20 percent deviation is allowed on all work and related instruction processes in these appendixes.

**TOOLMAKER**

<i>First Year</i>	<u>HOURS</u>
Use, care and reading of tools	20
Shop Arithmetic	20
Algebra	20
Machine tool operation theory	44
Machine tool operation	10
Blueprint reading	44
Safety	<u>10</u>
<b>TOTAL</b>	<b>168</b>

## Second Year

Shop Geometry	24
Handbook	42
Fundamental shop drawing	42
Manufacturing process	20
Elementary physics	20
Technical English	10
Safety	<u>10</u>
<b>TOTAL</b>	<b>168</b>

## Third Year

Shop Mathematics	60
Elementary metallurgy	42
Grinding wheel design	14
Machine tool operation	10
Heat Treat theory	20
Elementary physics	12
Safety	<u>10</u>
<b>TOTAL</b>	<b>168</b>

## Fourth Year

Shop Mathematics (including Trigonometry)	50
Strength of materials	20
Cutting tool design	52
Machine operation- -project to be defined	20
Machine technology	16
Safety	<u>10</u>
<b>TOTAL</b>	<b>168</b>



SCHEDULES OF WORK PROCESSES FOR:  
MACHINE REPAIR APPRENTICE

	<u>HOURS</u>
Lathe	900
Milling machines	800
Grinders surface-external	800
Bench and general repair	3000
Hydraulics	800
Optional	1028
Related instruction	<u>672</u>
TOTAL	8000

*\*A 20 percent deviation is allowed on all work and related instruction processes in these appendixes.*

MACHINE REPAIR

	<u>HOURS</u>
First Year	
Use, care and reading of hand tools	20
Shop Arithmetic	40
Machine tool operation theory	44
Blueprint reading	44
Safety	<u>20</u>
TOTAL	168
Second Year	
Shop Geometry	24
Handbook	10
Shop drawing	52
Elementary physics (Hydraulics)	52
Manufacturing processes	20
Safety	<u>10</u>
TOTAL	168

Third Year

Shop Mathematics	60
Elementary physics	12
Hydraulics	16
Troubleshooting	20
Machine design	50
Safety	10
<b>TOTAL</b>	<b>168</b>

Fourth Year

Shop Mathematics	60
Machine design	60
Strength of material	20
Fixture head and tool alignment	16
Safety	12
<b>TOTAL</b>	<b>168</b>

JOINT APPRENTICESHIP COMMITTEE:

Jarrett A. Thomas  
 Mike Dilbone  
 Roger Newport  
 Jim Weiler

2003

JANUARY							MAY							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	4	5	6	7	8	9	10	1	2	3	4	5	6	
5	6	7	8	9	10	11	11	12	13	14	15	16	17	7	8	9	10	11	12	13
12	13	14	15	16	17	18	18	19	20	21	22	23	24	14	15	16	17	18	19	20
19	20	21	22	23	24	25	25	26	27	28	29	30	31	21	22	23	24	25	26	27
26	27	28	29	30	31									28	29	30				
FEBRUARY							JUNE							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5	6	7	1	2	3	4			
2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	6	7	8	9	10	11
9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	13	14	15	16	17	18
16	17	18	19	20	21	22	22	23	24	25	26	27	28	19	20	21	22	23	24	25
23	24	25	26	27	28		29	30						26	27	28	29	30	31	
MARCH							JULY							NOVEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5		1	2	3	4	5	6	7	8
2	3	4	5	6	7	8	6	7	8	9	10	11	12	2	3	4	5	6	7	8
9	10	11	12	13	14	15	13	14	15	16	17	18	19	9	10	11	12	13	14	15
16	17	18	19	20	21	22	20	21	22	23	24	25	26	16	17	18	19	20	21	22
23	24	25	26	27	28	29	27	28	29	30	31			23	24	25	26	27	28	29
30	31													30						
APRIL							AUGUST							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	5	1	2	3	4	5		1	2	3	4	5	6	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30				24	25	26	27	28	29	30	28	29	30	31			
							31													



4/02

**Jeanne Quick**  
Employee Relations

COPELAND CORPORATION  
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S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
4	5	6	7	8	9	10	1	2	3	4	5	6	7	8	9	10	11	12	13	14
11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
25	26	27	28	29	30	31	29	30	31					28	29	30	31			

**2005**

JANUARY							MAY							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31					29	30	31				
FEBRUARY							JUNE							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30	31					29	30	31				
MARCH							JULY							NOVEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31					29	30	31				
APRIL							AUGUST							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31					29	30	31				

## 2006

JANUARY							MAY							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	1	2	3	4	5	6	7	
8	9	10	11	12	13	14	7	8	9	10	11	12	13	8	9	10	11	12	13	14
15	16	17	18	19	20	21	14	15	16	17	18	19	20	15	16	17	18	19	20	21
22	23	24	25	26	27	28	21	22	23	24	25	26	27	22	23	24	25	26	27	28
29	30	31					28	29	30	31				29	30	31				
FEBRUARY							JUNE							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	4	5	6	7	8	9	10	1	2	3	4	5	6	7
5	6	7	8	9	10	11	11	12	13	14	15	16	17	8	9	10	11	12	13	14
12	13	14	15	16	17	18	18	19	20	21	22	23	24	15	16	17	18	19	20	21
19	20	21	22	23	24	25	25	26	27	28	29	30	22	23	24	25	26	27	28	
26	27	28											29	30	31					
MARCH							JULY							NOVEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	1	2	3	4	5	6	1	2	3	4	5	6	7	
6	7	8	9	10	11		7	8	9	10	11	12	8	9	10	11	12	13	14	
12	13	14	15	16	17	18	14	15	16	17	18	19	15	16	17	18	19	20	21	
19	20	21	22	23	24	25	18	19	20	21	22	23	22	23	24	25	26	27	28	
26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31				
							30	31												
APRIL							AUGUST							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5	6	1	2	3	4	5	6	7	
2	3	4	5	6	7	8	7	8	9	10	11	12	8	9	10	11	12	13	14	
9	10	11	12	13	14	15	13	14	15	16	17	18	15	16	17	18	19	20	21	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30	31		29	30	31					
30																				

## 2007

JANUARY							MAY							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	6	7	8	9	10	11	12	1	2	3	4	5	6	7
8	9	10	11	12	13	14	13	14	15	16	17	18	19	8	9	10	11	12	13	14
15	16	17	18	19	20	21	20	21	22	23	24	25	26	15	16	17	18	19	20	21
22	23	24	25	26	27	28	27	28	29	30	31		22	23	24	25	26	27	28	
29	30	31											29	30	31					
FEBRUARY							JUNE							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	4	5	6	7	8	9	10	1	2	3	4	5	6	7
5	6	7	8	9	10	11	11	12	13	14	15	16	8	9	10	11	12	13	14	
12	13	14	15	16	17	18	18	19	20	21	22	23	15	16	17	18	19	20	21	
19	20	21	22	23	24	25	25	26	27	28	29	30	22	23	24	25	26	27	28	
26	27	28											29	30	31					
MARCH							JULY							NOVEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	1	2	3	4	5	6	1	2	3	4	5	6	7	
5	6	7	8	9	10	11	7	8	9	10	11	12	8	9	10	11	12	13	14	
12	13	14	15	16	17	18	14	15	16	17	18	19	15	16	17	18	19	20	21	
19	20	21	22	23	24	25	20	21	22	23	24	25	26	22	23	24	25	26	27	28
26	27	28	29	30	31		27	28	29	30	31		29	30	31					
APRIL							AUGUST							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5	6	1	2	3	4	5	6	7	
2	3	4	5	6	7	8	7	8	9	10	11	12	8	9	10	11	12	13	14	
9	10	11	12	13	14	15	13	14	15	16	17	18	15	16	17	18	19	20	21	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30	31		29	30	31					
30																				