## **COLLECTIVE BARGAINING AGREEMENT**

#### **BETWEEN**

## SNE ENTERPRISES, INC.

#### **AND**

MIDWESTERN COUNCIL OF INDUSTRIAL WORKERS OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

(March 29, 2004 - December 9, 2007)

## AGREEMENT

THIS AGREEMENT, effective the 29th day of March, 2004, by and between SNE ENTERPRISES, INC., 880 Southview Drive, Mosinee, Wisconsin 54455 hereinafter referred to as the "Employer," and the MIDWESTERN COUNCIL OF INDUSTRIAL WORKERS OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA herein after referred to as the "Union."

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Section 1.0. Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive collective bargaining representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment for all employees employed by the Employer in the following described unit:

All full-time production and maintenance employees and lead persons employed by SNE Enterprises, Inc., 880 Southview Drive, Mosinee, Wisconsin 54455; excluding all office and clerical employees, plant security employees, engineering employees, dispatchers, truck drivers, testing lab employees, temporary employees, summer employees, student employees, contract employees including for example, Adecco employees, and all supervisors as defined in the Labor Management Relations Act of 1947.

In addition, the Employer recognizes the Union for production, maintenance and lead persons at its Marathon and Portage County facilities.

#### UNION SECURITY

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#### Section 2.0. Union Security.

- A. As a condition of employment, all eligible employees within the bargaining unit shall become and remain members of the Union as long as they remain in the employ of the Employer. New employees shall become members upon completion of the probation period.
- B. Under the terms and conditions of this Section, the responsibility of the Employer shall be limited to the discharge of any employee who is certified in

writing by the Union to the Employer as not in good standing because of failure to pay union dues. There shall be no discrimination against any employee because of their Union activities.

- C. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of the action taken by the Employer under this Section.
- D. Each employee shall deliver a check-off authorization duly executed in the following form:
  - I, <u>Name of Employee</u>, now employed by SNE Enterprises of Mosinee, WI, do hereby authorize and direct my Employer or its successors or any other Employer for whom I work under a collective agreement between the Employer and the Union from my wages and pay promptly to Local 1594 of the United Brotherhood of Carpenters and Joiners of America the membership dues, initiation fees and assessments which I am obligated to pay to the Union, and I hereby assign the same to the Union pursuant to the provisions of the current or future collective bargaining agreements.

The authorization shall remain in effect until revoked by me. I may revoke this authorization by sending written notice to my Employers and the Union not more than twenty (20) days prior to the time at which I want this authorization revoked. This authorization shall remain in full force and effect until revoked by me in the above manner.

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# DEFINITION OF EMPLOYEES

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Section 3.0. Definitions. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those regular, full-time employees who have

completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Section 1.0. For purposes of this Agreement, the following definitions shall be applicable:

- Full-Time Employees: Employees regularly scheduled to work on a planned forty (40) hours or more per week shall be considered as regular, full-time employees.
- Temporary Employees: An Employee who is hired on a temporary basis to augment regular full-time employees or hired as contract labor e.g. Adecco will be considered a temporary employee. It is not the intent of the Employer to replace the regular workforce but to augment the workforce. As a result the Employer may hire no more temporary employees than 10% of the current total workforce.

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Summer and Student: Employees: These are Employees who are hired to work during C. the summer, May 15 to September 15. These Employees shall be paid as determined by the Employer. Temporary help and summer help rates shall be a minimum of \$6.00 per hour and shall not exceed the rate of General Help-1. There is a like to be an of the content of the cont and the second of the second o

## STORY OF REPRESENTATION OF THE STORY OF THE STORY

#### Section 4.0. Grievance and Bargaining Committee.

Employees covered by this Agreement shall be represented by a grievance and Α. bargaining committee consisting of three (3) employees elected or selected by the Union from employees employed by the Employer.

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The Union may elect or appoint one (1) steward per department per shift. In the event a department on a shift would exceed 75 employees, the union in its sole discretion appoints one (1) additional steward. At no time will a department on a shift exceed two (2) stewards. 

The Employer may meet with the stewards on a quarterly basis to discuss mutual problems. It is specifically understood that these meetings are not to discuss grievances. These meetings are not required but will be called by the Employer as needed. १९५७) वेष्ण अवस्थिता वृत्रावरकात्राच्या के अपने असीत १ के वर्ष १, वर्ष वर्ष ।

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Notification. The Employer shall be notified of the names of the members of the В. grievance and bargaining committee and departmental stewards and in what representative capacity they are to serve before they shall be recognized by the Employer, latery observables a tark a server of the second research of the etangologia di sati permandia dia di sense yang di dipermanan

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#### **MANAGEMENT RIGHTS**

Section 5.0. Management Rights. All management rights, powers, authority, prerogatives and functions, regardless of whether exercised in the past or prior to the effective date of this Agreement and regardless of whether exercised in the future following the effective date of this Agreement and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer of their exercise, and the Union agrees, that such management rights, powers that such management rights, powers that the following and not by way of limitation and are in no way, whatsoever, limited to the following:

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The right to manage and control the Employer and its facility in all of its operations and activities; the right to determine all matters of Employer and management policy, facility and department scope layout operation and location; the right to terminate, merge, consolidate, sell or otherwise transfer or reorganize the Employer's operations and services or any part thereof; including the right to move work to other plants and other employers and shutdown this plant; the right to direct the working force including, but in no way limited to, the right to hire, discipline, suspend, discharge for just cause, promote, demote, assign, train, transfer or layoff or recall employees; the right to establish job classifications of work, the number of employees and staffing patterns required and the number of hours in each employee work schedule; the right to establish and change work schedules, starting and quitting times; the right to eliminate job classifications; the Employer reserves the right to establish and modify from time-to-time-without prior bargaining with the Union, reasonable rules and regulations which it shall deem proper to govern the conduct of the Employer's employees, including by way of illustration and not by way of limitation, safety rules and regulations, drug testing policies and procedures, absenteeism and tardiness policies, smoking rules, operational procedures, general personnel policies and procedures and work rules and regulations. A copy of all such revised or new rules or policies will be published to employees prior to the effective date of the new or revised rule or policy; the right to establish satisfactory productivity and work standards; the right to make judgments as to employee qualifications, including ability and skill; the right to determine the methods, procedures, processes and means of providing and delivering services and the equipment and machines to be acquired or used to provide such services; and the right to establish the standards of quality of services; the right to study, introduce and use new or improved methods, means, equipment, facilities and the Employer shall also have the right to use outside assistance either in or outside of the Employer's facility, including subcontracting and any other form of contracting assistance with respect to any work or function; and the right to make technological changes working and and area

It is expressly understood, and the Union agrees, that the Employer reserves and retains solely and exclusively all of its inherent and customary rights, powers, authority, prerogatives and functions to manage and administer the Employer's operations and services in all respects. Further there shall be no duty to bargain with the Union concerning the exercise of these powers. It is provided, however, that these management rights shall not be exercised in violation of a specific provision of this Agreement as

written. The Union hereby further agrees that the Employer retains the sole and exclusive right to establish and administer, without limitation, implied or otherwise, all manners not specifically and expressly limited by this Agreement. In addition the rights contained in this Section, like other terms and conditions of employment, are intended by the parties to survive the expiration of this Agreement.

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Section 6.0. Past Practices. There are no agreements or past practices, which are binding on either of the parties other than, the express written agreements enumerated or incorporated by reference in this Agreement. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior agreements, practices or understandings. No future agreement shall be binding on either of the parties until it has been put in writing and signed by the Plant Manager and the Union Business Agent.

## WORK BY NON-BARGAINING UNIT EMPLOYEES

Section 7.0. Work by Persons Outside the Bargaining Unit. The Employer may hire temporary employees, summer and student employees and contract employees including Adecco employees to perform bargaining unit work. Further, engineers, sales employees, foremen, supervisors, managers and all other non-bargaining unit employees may perform such bargaining unit work in the manner and to the extent as may be determined by the Employer from time-to-time. It is specifically agreed that the performance of bargaining unit work, as outlined above, shall not be a violation of this Agreement. In the event there are disputes concerning the nature and magnitude of work performed by supervisors the Parties agree to meet and discuss this matter. Notwithstanding the above, the Employer may not employ more supervisors than 7% of the number of employees in the plant when fully staffed. If in August and September the plant was fully staffed at 900, the Employer would be permitted to employ 63 supervisors throughout the year.

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Section 8.0. Temporary lob Transfers. When additional help is needed on a temporary basis to assist in another classification or department, the Employer reserves the right to make temporary transfers in its sole discretion.

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#### **UNION LABEI**

#### Section 9.0. Union Label.

- A. The Union agrees to permit the use of the Union Label on all of the Company's products as manufactured under the terms of this Agreement, subject to the regulations provided in the following paragraph.
- B. It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union Label to the First General Vice President of the United Brotherhood of Carpenters and Joiners of America. If the application is approved and the Union Label is issued by the United Brotherhood of Carpenters and Joiners of America to be placed upon the Employer's products, it is understood and agreed that the Label shall remain the property of the United Brotherhood of Carpenters and Joiners of America, and shall be at all times in the possession of a member of the United Brotherhood of Carpenters and Joiners of America; and that said Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the United Brotherhood. Use of said Label may be withdrawn from the mill, shop, factory or manufacturing establishment of the Employer at any time at the discretion of the International Union.

## GRIEVANCE AND ARBITRATION PROCEDURE

Section 10.0. Definition of Grievance. A grievance is defined as any violation of this Agreement. The Union maintains the right to grieve and arbitrate past practices, the reasonableness of the Employer's policies and work rules, as well as any actions taken by the Employer that the Union feels to be discriminatory in nature. The Employer does not have the right to file a grievance.

Section 10.1. Grievance Procedure. All grievances shall be processed in accordance with the following procedure:

- The employee involved shall first discuss the grievance with the employee's supervisor and the Union representative if required. If a satisfactory settlement is agreed upon at this time, the Union Representative shall be immediately called to witness the adjustment. Only one (1) Union Representative may be involved at this step.
- STEP 2. If no settlement is reached, then the employee or the Union Representative shall reduce the grievance to writing on a written

grievance form made out in triplicate and dated and signed by the aggrieved employee or Union Representative. The Union Representative shall present the written grievance to the Employee Relations Manager. The Employee Relations Manager shall write out the answer on the grievance form and return three copies to the Union Representative within two (2) working days from the written presentation of the grievance. The investigation of the grievance shall be done by one Union Representative. A grievance not presented in writing within three (3) working days of its occurrence shall be deemed waived.

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- If the Union wishes to appeal the Employee Relations Manager's answer in Step 2, the President of Chief Steward of the Local Union shall submit the written grievance to the Plant Manager of his designated representative with the reasons for not accepting within three (3) working days from the date of the Employee Relations Manager's answer in Step 2. The Step 3 meeting shall be held between a Management committee consisting of the Plant Manager and two (2) other representatives and the Business Agent, the Local Union President, Chief Steward or steward and the grievant. Step 3 meetings will be held within ten (10) working days. The Employer shall answer the grievance within ten (10) working days after the step 3 meeting.
- STEP 4. If the Union is not satisfied with the answer of the Employer in Step 3, the Union shall notify the Employer in writing of the Union's desire to refer the matter to arbitration. This notification must be made within fifteen (15) calendar days after receipt by the Union of the Employer's answer in Step 3.

Section 10.2. Time Limits. If the grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the Employers last answer. If the Employer does not answer a grievance or an appeal of a grievance within the specified time limits, the Union may elect to treat the grievance as denied at that step and may immediately appeal the grievance to the next step.

The time limits in each step may be extended by mutual written agreement of the Employer and the Union Representatives involved in each step.

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Section 10.3. Time Computation Calendar days shall include all days on the calendar, specifically including Saturdays, Sundays and Holidays recognized either by the state or federal government or under this Agreement. Work days shall be defined as Monday through Friday, excluding Saturdays, Sundays and Holidays recognized by the state or federal government or under this Agreement, unless worked, in which case they will be counted as a workeday, at the state of the stat

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Section 10.5. Selection of Arbitrator. If a timely appeal to arbitration is filed by the Union, the parties to this Agreement shall select, by mutual agreement, one (1) arbitrator who shall decide the grievance. If the parties are unable to agree mutually upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service, and the remaining name shall serve as the arbitrators.

Each party to the arbitration shall bear the full costs and expenses of their own witnesses and representatives, including pay for all working time lost during an employee's regularly scheduled shift. In no event shall one (1) party be responsible for bearing the costs and expenses of the other party's witnesses or representatives, including pay for all working time lost during an employee's regularly scheduled shift.

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Section 10.6. Arbitrator's Powers and Jurisdiction. The Arbitrator's decision shall be final and binding to both Parties to this Agreement, and the cost of the Arbitrator shall be equally borne by the Union and the Employer. The Arbitrator shall only have the authority to interpret this Agreement and the Arbitrator cannot add to, modify or subtract from the terms of this Agreement. This authority shall include the right to determine the reasonableness of rules and policies. Any award of the arbitrator shall not be retroactive more than seven (7) work days prior to the time the grievance was first submitted in writing. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation and/or compensation for personal services that the employee may have received from any source during the period in question.

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Section 11.0. No Strike. The Union agrees that, during the term of this Agreement, neither it nor its officers, representatives, committeepersons, stewards, members or employees covered by this Agreement will for any stake, walk-out, slow-down, sanction, support, counsel, encourage or engage in any strike, walk-out, slow-down, sit-down, stay-in, stay-away, boycott of a primary or secondary nature or picketing. Any other activities that may result in any curtailment of work or the restriction or interference with the Employer's operation or in any way interfere with the Employer's operation are also prohibited. It is expressly recognized, and the Union agrees, that the scope of activity prohibited in this paragraph is intended to include, but not limited to, such activities as

sympathy strikes, unfair labor practice strikes and a refusal of an employee or employees to cross any type of picket line at any location for any reason whatsoever.

The Employer reserves the sole right to discipline an employee or employees up to and including discharge for violating the provision of this Section. Any appeal to the Grievance Procedure shall be limited solely to the question of whether the employee or employees did, in fact, engage in any of the above-prohibited activities.

The Union agrees that it will take prompt affirmative action to prevent or stop any strike or refusal to work, of any kind, on the part of its members by notifying the employees that it disavows these acts, and it will direct employees to return to work or cease the conduct in violation of this Section. Should the Union violate this provision the Union will be liable for damages for lost production, sales and profits.

In addition, the Employer agrees it will not lock out employees during the term of this Agreement.

## PROBATIONARY PERIOD AND ADDRESS.

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Section 12.0. Probationary Period. New employees shall be on a probationary period of ninety (90) calendar days after hire. During this period the Employer may at its option transfer, layoff or discharge such probationary employees. Employees kept beyond their probationary period shall be credited with seniority from the date of hire. Wages and benefits as outlined in this Agreement shall be effective after this probationary period. Employees who are laid off during their probationary period and who are later recalled shall serve a probationary period of the number of calendar days remaining in their probationary period at the time of layoff.

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Section 13.0. Seniority Definition. Seniority shall be defined as an employee's length of service, which shall entitle the employee to certain rights as are expressly defined in this Agreement. In the event more than one (1) employee is hired on the same date, order of seniority shall be determined by the last four (4) digits of the employee's social security number with the highest number being most senior.

Section 13.1. Seniority List. The Employer agrees to give to the Union quarterly five (5) copies of the current revised seniority list. Unless errors are brought to the Employer's attention, the Employer may rely of these lists in administering the Agreement.

In addition the Employer will provide no less than monthly the following:

- All hires
- All quits
- All terminations
  - All retirements
  - All leaves of absences
  - All layoffs
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In addition the clock number and the effective dates will be added to the above.

<u>Section 13.2.</u> <u>Loss of Seniority</u>. An employee's seniority and the employment relationship with the Employer shall be terminated when the employee:

- (a) Quits or retires;
- (b) If the employee is terminated or discharged for just cause;
- (c) If the employee is absent from work for two (2) consecutive working days, without properly notifying the Employer;

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- (d) If the employee fails to return to work within 48 hours following a leave of absence, a vacation, or a notification of recall, unless mutually agreed upon by the Employer and the employee;
- (f) If the employee is on layoff status consecutively for a period of twenty-four (24) calendar months or the total length of the employee's continuous service at the time of layoff, whichever is less;
  - (g) If the employee is on a leave of absence for a period of twenty-four (24) calendar months or the total length of the employee's continuous service at the time of leave, whichever is less;

Section 13.3. Excluded Work. Employees shall be granted a leave of absence upon their request to accept positions with this company excluded from the bargaining unit under Section 1.0. Such employees would continue to accumulate seniority for twelve (12) calendar months so long as they pay their Union dues. Employees who are on sick leave due to a work-related illness or injury may, at the Employer's option, be placed on a job which they are capable of performing even if the job is not within the bargaining unit and shall be paid the rate of the job and any amounts required by law. These employees will continue to accrue seniority while performing such work. Such employees remain members of the bargaining unit and are required to pay Union dues.

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Section 14.0. Voluntary Layoff. When the work force is reduced and it becomes necessary to layoff employees, employees affected by the reduction shall be given the opportunity to volunteer for layoff. The Supervisor will grant such requests unless the employee's layoff would interfere with production. In considering employees for voluntary layoff, the Employer shall consider seniority, skill and ability and staffing requirements for distribution of voluntary layoff among interested individuals. These layoffs will be for the fixed duration established at the beginning of the voluntary layoff. Employees who are laid off under this section may be recalled in less than the time established at the beginning of the voluntary layoff. Commence of the Commence of the

Section 14.1. Short: Term Layoff. When it is necessary to reduce the workforce for periods of four (4) calendar weeks or less, employees will be laid off in the particular department affected, classification affected, and on the particular shift affected by seniority. In no event will employees be on layoff under this Section for more than four (4) calendar weeks.

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Section 14.2. Long Term Layoff. Before laying off regular full-time employees for more than four (4) calendar weeks; temporary, student and seasonal employees will be laid off first. When it is necessary to reduce the work force beyond voluntary layoffs, short-term layoffs and temporary, student and seasonal employees, full-time employees will be laid off by seniority on a plant wide basis. After the long-term layoff, the Employer may transfer employees remaining in the plant to meet manpower needs. It is specifically understood that the above procedure will not result in the layoff of skilled positions, Pay Grade E and above, provided they have the present skill and ability to perform the available work. In addition the parties recognize that the long-term layoff may actually be longer or shorter than four (4) calendar weeks anticipated depending on customer and production demands.

Long-term layoff shall also include long-term layoffs due to the closure of a department either partial or complete. the second of th

Section 14.3. Recall. In the event of a recall from either a short-term layoff or a long-term layoff, employees laid off shall be recalled in inverse order of lay off.

Section 14.4. Notice. Except in case of plant emergency, the Employer shall give two (2) working days advance notice to the union prior to a long-term layoff under Section 14.2 above. the contratt of a second of the

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Section 14.5. Displaced Rate of Pay. In the event an employee is displaced from the employee's classification and performs a lower rated or higher rated classification, the displaced employee will be paid the rate of the classification performed after four (4) consecutive calendar weeks. There will be no retroactivity of pay under this Section.

effective to profit of thick so that the con-Section 14.6. Pay Rate Upon Elimination of a Classification. An employee whose classification has been eliminated shall receive the same rate of pay for eight (8) weeks, including temporary transfer time. 'After eight (8) weeks the employee will be paid the General Help 1 rate: Bumping is not allowed. Any such employee whose classification has been eliminated shall be allowed to return to that classification if it is re established within a six (6) month period, and shall receive the rate of pay for that job. This Section shall not apply to the downsizing of a shift.

#### <u>OVERTIME</u>

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- Section 15.0. Overtime. All employees shall be expected to work overtime when requested. All work that is performed in excess of forty (40) hours in any one workweek shall be paid at time and one-half (1½) the employee's regular rate of pay. Pay for time not worked such as holidays and vacation shall be considered as hours worked for the purpose of computing overtime however pay in lieu of vacation shall not count as hours worked.
- Section 15.1. Notice of Overtime. Daily overtime shall be scheduled by the end of the shift the day before the daily overtime is required. Notice of weekend overtime shall be given to employees by the end of the shift on Thursday. If overtime is needed after these times, volunteers may be solicited from those performing the needed work. If the Employer fails to give the notice above, employees will not be required to work overtime.
- Section 15.2. Equalization of Overtime. Overtime as a general rule will be assigned to those who normally perform the needed work. Where possible, overtime shall be rotated within a classification within a department within the shift needed. It is understood by the parties that overtime may not always be in order of seniority due to staffing, availability, time restraints or human error. In the event a grievance is filed alleging a violation of this provision, the employee's sole remedy shall be the opportunity to work the missed overtime at a mutually agreeable time. In no event will an employee will be paid for time not worked. Nothing in this Agreement shall guarantee any number hours of work nor shall the Employer's right to schedule mandatory overtime be limited except as above.
- Section 15.3. Replacement Workers. From time to time employees may request that replacement workers work overtime for them. To manage this type of request, the following procedures are to be followed:
  - (A) For daily overtime replacements, the employee must notify the supervisor who the replacement worker is, no later than fifteen (15) minutes after the lunch break the day the replacement worker is to work. For weekend work replacements, the employee must notify the supervisor who the replacement worker is no later than fifteen (15) minutes after the lunch break the last scheduled workday before a weekend the same agreement.
  - (B) Replacement worker must be able to perform the job duties of the replaced employee.
  - (C) An employee needing a replacement shall obtain a Request for Replacement work form and on this form the dates and hours of a replacement worker are

identified and signed by employee making the request. The identified replacement worker then signs the bottom of the form and lastly the supervisor signs the approval section, if replacement worker requirements are met. Supervisor will approve or disapprove the replacement worker form promptly. The white copy is to be given to the supervisor, the yellow copy is retained by the employee being replaced and the pink copy goes to the replacement worker. Replacement worker is responsible to work all hours agreed to. For daily overtime the replacement worker must report to the affected department prior to employee being released.

(D) In any given week, an employee who volunteers to work overtime in a department soliciting for additional overtime workers, can only work as a volunteer and not a replacement worker. For example, an employee who volunteers to work two additional hours on Monday in the Casement Department cannot replace a worker on Tuesday for the same two hour overtime period in the Casement Department, if that department is still soliciting for overtime volunteers.

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## IOB POSTING

Section 16.0. Job Posting. Vacancies or newly created positions within the bargaining unit shall be posted, if determined by the Employer. Vacancies or newly created positions within the bargaining unit shall be awarded to the most senior employee for Classifications 1-9. Employees receiving a new position in Classifications 1-9 must be able to perform the job within ten (10) working days or be disqualified. Vacancies or newly created positions within the bargaining unit, in Classifications 10 and above shall be awarded to the employee who is most qualified in the Employer's judgment. In evaluating qualifications of a bidder the Employer shall consider skill, ability, experience, work record and training. If in the judgment of the Employer the overall qualifications are equal, the most senior employee will be awarded the position.

Vacancies or newly created positions will be posted for a period of four (4) workdays. Job postings shall set forth the minimum requirements for the position, as determined by the Employer. Employees interested shall apply in writing within the four (4) workday posting period. Employees who have applied and are the successful bidder shall be transferred to the job. Nothing in this Agreement shall require the posting of any classification unless the Employer determines to fill the position. If no qualified employee signs the posting, the Employer may hire from outside the bargaining unit. Employees may only receive three (3) job bids per calendar year. Employees who change shifts by job posting shall be disqualified from bidding on another opening on another shift for 6 months.

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#### **LEAVE OF ABSENCE**

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Section 17.0. FMLA – Federal and State Law Administration . FMLA leave shall be a calendar year commencing January and ending in December . No employee shall be required to utilize paid vacation, or any other paid or unpaid leave time in which the employee does not request to receive such payes a total to

Section 17.10 Funeral Days. Full-time regular employees will be granted up to three days of pay for any regularly scheduled workday missed in order to make funeral arrangements, attend a funeral, or tend to estate matters due to the death of an immediate family member; spouse, son, daughter, father, mother, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepparents, stepchildren or any dependent in the employee household. One paid day will be granted for the death of a sister-in-law or brother-in-law and blood aunt and blood uncle. Employees may be required to submit proof of death and/or funeral date. No bereavement leave will be paid if the employee is on a vacation, leave or layoff.

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Section 17.2. Military Leave of Absence. Any employee who enters active service of the armed forces of the United States shall receive a leave of absence without pay for the period of such duty. An employee application for military service leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance and military service. Notwithstanding any other provisions of this Agreement, an employee returning from military absence shall be re-employed in accordance with applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement.

Section 17.3. Jury Duty. Employees who are required to serve on Jury Duty or are subpoenaed as a witness will be paid their regular wages less the amount of jury pay or witness fees received. In order to receive the pay differential, employees are required to provide their supervisor or the Human Resources department with the proof of payment from the court.

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Section 17.4. Short Term Union Leave Employees serving as a officer, steward or committee member in the bargaining unit shall be granted a short term union leave without pay to engage in union related functions up on it incirred will be seen.

Section 17.5. Long. Term Union Leave. on Upertoychiree. (3) semployees serving in a representative capacity in the bargaining unit shall be granted a dongsterm union leave without pay to engage in union related functions for up to thirty-six (36) calendar months. Employees will accrue seniority and the benefits attached thereto.

#### **HOURS OF WORK**

#### Section 18.0. Work Schedule.

- A. The normal workweek shall be from Monday through Friday inclusive.
- B. The regularly scheduled workday shall be eight (8) hours per day.
- C. Normal hours for a one-shift operation shall be from 7:00 AM to 3:30 PM.
- D. Normal hours of work for a two shift operation shall be 7:00 AM to 3:30 PM for the first shift, and 3:35 PM to 11:50 PM for the second shift, provided an extension of the current waiver is approved by Federal and State authorities.
- E. The normal hours for a continuous three-shift operation shall be 7:00 AM to 3:00 PM for first shift, 3:00 PM to 11:00 pm for second shift and 11:00 PM to 7:00 Am for third shift. It is specifically understood that the Employer must designate continuous shift operation for these schedules to be utilized. Further, employees may work on all three shifts without the schedule being deemed continuous operation under this Agreement.
- F. From Memorial Day to Labor Day, first shift may begin at 6:00 AM. Breaks during this time period will be scheduled one (1) hour earlier than the regular work schedule. If not on a three-shift operation, there shall be a five (5) minute interval between shifts during this time period.
- G. The normal or regular shift schedules as specified above may be changed provided the Employer provides a one (1) week written notice to affected employees and the Union. If the Union desires a meeting to discuss the change in schedule, the Union shall request a meeting and the Union and the Employer shall meet within twenty-four hour period to explain the changes. This provision does not apply to the scheduling of overtime under Section 15.0.
- <u>Section 18.1</u>. <u>Hours of Work.</u> The normal workweek for full-time employees shall average forty (40) hours. Nothing contained herein shall be construed to constitute a guarantee of any particular number of hours of work or pay per day or hours of work or pay per week.
- Section 18.2. Work Schedule Surrounding Vacation. No full-time employee shall be scheduled to work on a Saturday or Sunday prior to a full-week of vacation or after a full week of vacation. Employees who have scheduled a day of vacation on Friday shall not be scheduled to work overtime the following weekends: Employees may only schedule five (5) vacation Fridays during May 4.5 to September 15 (when scheduling vacation in less than full week increments.

#### Section 18.3. Pay Periods.

- (A) sumployees will be paid every week. Equation to make a
- (B) Payday shall be every Friday unless circumstances prevent it. Payroll mistakes in excess of two (2) hours pay attributable to the company

of which are son they bee enabled as purportions at each or even

- will be corrected by issuing a supplemental check. The Employer will devise an exception report to minimize payroll errors.
- (C) Pay checks will be distributed at the beginning of the shift on Friday for first shift, and the beginning of the shift on Thursday for second and third shift, unless circumstances prevent it.

Section 18.4. Rest Periods and Lunch for Non-Continuous Operations. First shift will be provided a thirty (30) minute unpaid lunch approximately mid-shift plus one paid fifteen (15) minute break approximately two and one-half (2 1/2) hours into their shift.

Second shift will be provided a paid fifteen (15) minute break approximately three (3) hours into their shift and one unpaid fifteen (15) minute break approximately five and one-half (5 ½) hours into their shift, provided the current waiver is continued.

Third-shift-will be provided a paid fifteen (15) minute break approximately two and one-half (2-1/2) hours into their shift and one unpaid fifteen (15) minute break approximately five (5) hours into their shift, provided the current waiver is continued.

#### Section 18.5. Overtime Breaks for 8-Hour Shifts.

- A: If an employee is scheduled to work in excess of eight (8) hours, but less than ten (10) hours per day, the employee shall receive a ten (10) minute break period at the end of the first eight (8) hours of work.
  - B. If an employee is schedule to work over ten (10) hours, but less than twelve (12) hours per day, the employee shall receive a fifteen minute break period at the end of the first eight (8) hours of work.
  - C. If an employee is schedule to work more than twelve (12) hours, two (2) separate ten (10) minute rest periods shall be granted as follows: One (1) at the end of the first eight (8) hours of work; and one (1) at the end of the tenth (10<sup>th</sup>) hour of work.

Section 18.6. Rest Breaks for Continuous Operation. In the event the Employer adopts, in its sole discretion, a continuous eight (8) hour operation schedule in one or more areas of the plant, employees working on the schedule established by the Employer will be provided with two (2) paid fifteen (15) minute breaks per shift. If an employee assigned to a continuous shift works ten (10) hours the employee will be provided an additional ten (10) minute paid break after eight (8) hours of work. These breaks will only be paid if the Employer has designated a continuous schedule and will not be paid when employees are present on all three (3) shifts.

In the event the Employer adopts, in its sole discretion, a continuous twelve (12) hour operation schedule in one or more areas of the plant, employees working on the schedule established by the Employer will be provided with three (3) paid fifteen (15) minute breaks per shift spaced relatively equally throughout the shift.

Section 18.7. Assignment to Continuous Shifts. Assignment of particular departments, operations or the total plant to continuous shift operations will be at the sole discretion of the Employer. Employees in those departments will be assigned to the continuous operation work schedule based upon classification seniority and the employee's skill and ability. The Employer will determine the length of such conversion to continuous operation. Nothing contained in this Section will permit the Employer to transfer employees to another shift.

## WAGES AND PREMIUM PAY

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Section 19.0. Employee Compensation. During the term of this Agreement, the start and classification rates shall be set as forth as in Appendix A. And the Appendix A.

Section 19.1. Shift Premium. For those employees scheduled for eight (8) hour shifts they will receive a shift premium of seventeen (17) cents per hour for second shift and twenty-two cents (22¢) per hour for third shift.

Section 19.2. Reporting Pay. In the event that the employee reports for work as scheduled without having been previously notified not to report, the employee shall be assigned work for a minimum of two (2) hours. There shall be no obligation under this Section in the event that no work is available due to acts of God, power failures, weather conditions, fire or other conditions beyond the control of the Employer or that the employee failed to have their correct address and phone number on file with the Employer.

Section 19.3. Call-in Pay. An employee who is called in to work outside of the employee's regularly scheduled work hours shall be guaranteed two (2) hours of work at time and one-half (1 ½) of pay at the employee's regular hourly rate. In addition employees shall not work more than sixteen (16) hours in a twenty-four (24) hour period. This provision does not apply to situations where an employee, during the course of the employee's regular shift, is asked to work before or after the shift.

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 $\underline{\text{Section 20.0}}$ . Recognized Holidays. The following days are recognized as holidays by the Employer:

New Year's: Day he respond to the Labor Day Good Friday of the last school of Thanksgiving the last school of Thanksgiving the last school of Thanksgiving the Memorial Day Day after Thanksgiving Independence Day Year End Holiday\*
Employee's Birthday Christmas Day

#### \* Designated by the Employer

When the above holiday falls on a Saturday it will be observed on the preceding Friday and when the above holiday falls on a Sunday it will be observed on the following Monday.

The Birthday Holiday shall be celebrated on the employee's actual birthday, except a birthday occurring on a Saturday will be celebrated on Friday, a Sunday birthday will be celebrated on Monday and birthdays occurring on another recognized holiday herein will be celebrated on the first work day after the holiday. Employees on voluntary layoff on their birthday will be paid for such day.

Section 20.1. Holiday Pay Eligibility collisions employees who have completed probation are eligible for holiday pay when they satisfy all of the following conditions and qualifications:

- (a) The employee must work all of their scheduled hours on their last regularly scheduled workday before the holiday and all of their scheduled hours on their first regularly scheduled workday after the holiday. If the employee is tardy or leaves early on either of these days, the total amount of time missed will be deducted from the employee's holiday pay.
- (b) The employee must be on the active payroll as of the date of the holiday. For purposes of this section, a person is not on the active payroll during non-FMLA leaves of absence, while receiving workers' compensation, on any layoff of five (5) or more consecutive work days or more, or on a disciplinary suspension. In the event the plant is shutdown, employees with prearranged vacation shall be deemed to be on layoff for purposes of this Section.
- (c) An otherwise eligible employee who is required to work on a recognized holiday but fails to report and perform the required work shall not receive any holiday pay for such holiday unless the employee's failure to report is for a reason satisfactory to the Employer. If the employee is tardy or leaves early on the holiday, the total amount of time missed will be deducted from the employee's holiday pay. In addition, all work performed on a holiday, see Section 20.0, shall be at time and one-half (1.1/2) the employee's regular rate of pay.

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Section 20.2. Holiday Pay. Eligible full-time employees shall treceive eight (8) hours of holiday pay for each recognized holiday. All holiday pay shall be at the employee's regular straight time rate of pay.

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#### **VACATIONS**

Section 21.0. <u>Vacation Entitlement</u>. Full-time Employees are eligible for vacation and vacation pay in accordance with the following schedule:

<u>Seniority</u>	<u>Weeks</u>	Vacation Pay
1 to 2 years	1 week	2.5%
3 to 8 years	2 weeks	4.5%
9 to 16 years .:	3 weeks	6.5%
17 years or more	4 weeks 14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	8.5%
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All full-time employees will earn vacation on April 1 of each year provided the employee is actively working on April 1 and must work one (1) full workday after April 1 to qualify for vacation pay. Employees on leave or layoff shall not earn vacation until their return to work. Eligible employees will be paid for their first year of vacation based on their gross earnings from their first partial calendar year. Each following year of vacation will be based on the employee's previous calendar year's gross earnings, minus vacation pay received in lieu of time off.

Section 21.1. Plant Shutdown. The last two weeks of December and/or the first two weeks of January are the normal shutdown periods. The Employer may schedule additional shutdowns. Those eligible for more than one week's vacation must take five (5) days paid vacation during the shutdown, or if none is scheduled, may do so at any other time during the year provided that there is no other vacation shutdown scheduled. No more than five (5) days of paid vacation will be required to be taken per year under this Section. Employees who work during the plant shutdown may take their vacation at another time.

Section 21.2. Vacation Scheduling and Pay. A maximum of fifteen (15) days of vacation may be taken as single days. All additional vacation time must be taken in full week increments.

Half (1/2) day single vacation days may be taken in the sole discretion of the employee's Supervisor. Half-day vacations shall be four (4) hours and the employee shall work the remainder of the employee's scheduled hours. Supervisors may release employees early but in no event will employees be paid more than four (4) hours vacation pay.

After March 1 and until March 31 of each year, a vacation request form will be available and employees may request weekly periods desired for vacation. The Employer will grant these vacation requests by April 15<sup>th</sup>, provided that the vacation period requested does not result in insufficient staffing in a classification, department and shift. Insufficient staffing shall be defined as more than ten percent (10%) of the employee's classification, department and shift excluding all non full-time employees. An exception to the 10% rule, shall be that employees will be granted vacation for their own wedding and the wedding of a son or daughter of the employee. Employees requesting the vacation schedule form will be granted vacation by seniority in accordance with the requirements of this section.

Employees will not be granted any paid vacation unless the vacation has been earned. A full week of vacation has priority over single days. Requests for single days and full weeks of vacation after March 31 should be made at least ten (10) days in advance of the period requested for vacation and it will be granted on a first-come; first-served basis following those granted on April 15<sup>th</sup>. The Employer may grant requests made less than ten (10) days in advance if production schedules permit.

Cancellations of full weeks of vacation must be made two (2) weeks in advance of the scheduled vacation period. Cancellations of vacations scheduled for less than one (1) full week can be cancelled no less than forty-eight (48) hours prior to the scheduled vacation. To cancel a vacation, employees must fill out a vacation slip and write, "cancel" in the space provided in "reasons". This vacation slip must be submitted to the employee's supervisor for signed approval and turned into Human Resources in the above stated time period. If vacation is not canceled in the above time frame, the vacation will remain as scheduled.

Employees may take pay in lieu of time off. Pay in lieu of vacation will not be included for the purpose of calculating the following year's vacation pay or for calculating overtime. Only full week increments of vacation, in lieu of time off, may be paid prior to April 1 each year. Remaining unused vacation days will be paid the first full payroll period after April 1 each year. Employees taking pay in lieu of time off cannot take unpaid vacation at a later date.

# INSURANCE

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Section 22.0. Health Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical, and medical benefits for participating full-time employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance program. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers. The specific policy will be identical to insurance extended to Peachtree employees in West Virginia and Georgia and Weather Shield employees in Wisconsin. It is specifically understood and agreed that the Employer may change the benefits and provisions of these plans if they are changed in West Virginia, Georgia and Wisconsin. Included is the right to change the amount paid by employees provided these changes are made at Peachtree's West Virginia and Georgia plants and Weather Shield's Wisconsin plants. In addition, all the above changes may be made without any duty to bargain with the Union

Employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following completion of probation. The plan year for health insurance and all group insurances shall begin on January 1st each year. Employees who drop their insurance for any reason during the term of this Agreement, shall not be eligible for group insurance until the next January 1st unless they have a qualifying event under the policy or unless they sign up for insurance after layoff by the first of the month after return from layoff.

Section 22.1. Payment of Health Insurance Costs. For 2004 full-time employees will pay the following if they wish coverage in the PPO plan.

	Deluxe'	Standard	
Single	\$48/mo	\$32/mo	
Family	\$111/mo	\$74/mo	

Section 22.2. Dental. The Employer will make available a group insurance program covering certain dental benefits. Dental insurance is voluntary and the entire cost of this benefit will be born by the employee if the coverage is desired.

For 2004 the cost of dental coverage shall-be as follows: " A think in the same of the sam HARRIER TO THERE ARE AND THE STATE OF STATE AND A POST OF

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Employees+ childs with the \$47.95 - Africa Security of the second
Employee + spouse: 18 19 \$49:94
Family 1997 1997 1998 1998 1998 1998 1998 1998
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The specific policy will be identical to insurance extended to Peachtree employees in West Virginia and Georgia and Weather Shield employees in Wisconsin. It is specifically understood and agreed that the Employer may change the benefits and provisions of these plans if they are changed in West Virginia, Georgia and Wisconsin. Included is the right to change the amount paid by employees provided these changes are made at Peachtree's West Virginia and Georgia plants and Weather Shield's Wisconsin plants. In addition, all the above changes may be made without any duty to bargain with the Union.

Section 22.3. Vision Coverage. The Employer will make available a group insurance program covering certain vision benefits. Vision insurance is voluntary and the entire cost of this benefit will be born by the employee if the coverage is desired.

For 2004 the cost of vision coverage shall be as follows:

Single	\$ 4.74
Family	\$11.31

The specific policy will be identical to insurance extended to Peachtree employees in West Virginia and Georgia and Weather Shield employees in Wisconsin. It is specifically understood and agreed that the Employer may change the benefits and provisions of these plans if they are changed in West Virginia and Georgia and Wisconsin. Included is the right to change the amount paid by employees provided these changes are made at Peachtree's West Virginia and Georgia plants and Weather Shield's Wisconsin plants. In addition, all the above changes may be made without any duty to bargain with the Union. angong kilong tish pad palaka di naka kil

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Section 22.4. Term Life Insurance. All full-time non-probationary employees shall be eligible for term life insurance coverage in the amount of \$10,000.00. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

<u>Section 22.5.</u> <u>Short Term Disability Insurance.</u> All full-time non-probationary employees will be eligible for a short-term disability plan providing benefits as follows:

\$225 per week for up to twenty-six (26) weeks

Section 22.6. Insurance Carrier. The Employer reserves the right to select or change the insurance carrier or carriers, or become a self-insurer either wholly or partially, and to select the administrator of such self-insurance program.

Section 22.7. Obligation to Continue Payments. In the event that an employee eligible for insurance coverage is on an unpaid leave of absence, quits, retires, is laid off or the employee's employment with the Employer is otherwise terminated, the Employer shall have no obligation or liability whatsoever for making any insurance premium payments for such employee or their lawful dependents beyond the month in which the quit, retirement, termination, or unpaid leave of absence occurs; provided, however, that employees on a family and medical leave of absence shall continue to be eligible for Employer-paid insurance for the period of their family and medical leave on the same terms that would exist if they were not on the leave. In the event of indefinite layoff the Employer shall pay its portion for the month the layoff occurs and for the succeeding month. Employees on approved unpaid leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer will resume payment of insurance premiums for eligible employees who return to work from unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work.

#### RETIREMENT AND OTHER BENEFITS

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#### Section 23.0. 401(k).

- Effective the first day of the month following the freezing of the defined pension plan Employer will implement a new 401(k) Plan exclusively for bargaining unit members. The Employer will match fifty percent (50%) of the amount that employees contribute up to a maximum of eight percent (8%) of compensation. Employees in the current 401(k) Plan will have their assets merged into the new 401(k) Plan.
- (b) Freeze the current defined benefit pension plan effective March 15 2004, or as soon as possible after that date. Employees will earn no further pension service or credit after the date the pension plan is frozen.

#### **MISCELLANEOUS**

- Section 24.0. Union Bulletin Boards. The Employer will provide five (5) bulletin boards for the Union's use, located in conspicuous places within the plant. Official Union notices shall bear the signature of the proper Union Officer. Religious or political messages shall be expressly prohibited.
- Section 24.1. Safe Conditions. Employees shall not be compelled to work under any conditions that are or tend to be hazardous to health or physical welfare.
- Section 24.2. Non-Discrimination. Neither the Company nor the Union will discriminate in any manner regarding the terms and conditions of employment against any applicant or employee covered by this Agreement because of any factor prohibited by law, as such prohibition is defined in applicable law.
- Section 24.3. Direct Deposit. The Employer will make available a direct deposit program, which employees may initiate with human resources.
- <u>Section 24.4.</u> <u>Displacement.</u> An employee in a posted classification cannot be displaced from his or her posted classification by a temporarily transferred employee.
- <u>Section 24.5.</u> <u>Second Opinion.</u> The Employer reserves the right to require any employee drawing benefits to submit to a second opinion examination, at the Employer's expense, by a physician of the Employer's choice.
- Section 24.6. Plant Injury. In the case of injury sustained in the course of employment requiring the immediate attention of a physician or surgeon, the expense of transporting the injured employee shall be borne by the Company. The employee shall be paid their evaluated job rate for the time required to receive the services of a physician or surgeon, but not to exceed three (3) hours pay beyond the employee's scheduled hours for that day. The employee must bring in a company-provided form, signed by the health care provider showing when such employee was released. Should such injured employee require additional visits to a doctor's office, the time required shall be paid at the same rate, provided an attempt is made to schedule these visits outside of working hours. A copy of S.P.I. C-9004 shall be given to the Union, providing method of payment.
- Section 24.7. Change of Address. It is the employee's responsibility to keep the Employer informed of the employee's proper mailing address and telephone number. Employees will notify the Employer of any changes of address or telephone number in writing, on forms provided by the Employer.
- Section 24.8. Reduction in Workweek. All temporary and probationary employees shall be laid off before there is a reduction in the workweek of full-time employees.

<u>Section 24.9.</u> <u>Employee Fitness for Duty.</u> Employees must be fit for duty and able to perform the duties of their classification. In the event the Employer has a good faith doubt as to the employee's fitness for duty after a lost time injury or illness exceeding three (3) consecutive days, or after the employee has exhibited a reoccurring serious or chronic illness, the Employer may require a fitness for duty examination by a physician. These exams will be scheduled and paid for by the Employer. The employee shall suffer no loss in wages as a result of any such request by the Employer.

Section 24.10. Plant Communication. The Employer maintains a variety of plant communication devices such as paging, phones, e-mail and voice mail which are intended to facilitate communication. From time to time the use of these devices have been extended to bargaining unit employees. These devices can be extended or terminated in the future at any time in the Employers sole discretion. At all times, these devices are to be used for the business purpose intended and are not to be used by bargaining unit employees for personal use or any other use.

Section 24.11. Membership fees for Civic Groups. The Employer encourages employees to become active members of the community. The Employer may subsidize your membership fees if you wish to join and remain an active member of a civic group. The Employer will pay 100% of the membership fees if the annual dues are \$25 or less and 75% if they are more than \$25 provided the membership is approved by the Supervisor and the Human Resources Department in their sole judgment.

#### INTENT AND WAIVER

<u>Section 25.0.</u> <u>Separability</u>. Any part of this Agreement which shall conflict with applicable law now or in the future shall be null and void but only to the extent of the conflict; all other parts shall be in full force and effect for the duration of this Agreement

Section 25.1. Intent and Waiver. It is the intent of the parties hereto that the provisions of this. Agreement will supercede all prior agreements or understandings, oral or written, express or implied between such parties, shall govern their entire relationship and shall be the sole source in any and all rights or claims which may be asserted.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law of area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Employer and the Union, during the life of this Agreement, each voluntarily and unequivocally waive the right each has and agree that they shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though said subject matter not specifically referred to or covered in this Agreement, even though said subject matter may not have been within the knowledge or contemplation of either or both of the parties

at the time they negotiated or signed this Agreement. In addition, the parties specifically agree that, inasmuch as the Union and the Employer have specifically agreed to a detailed management rights clause in Section 5.0, the Employer may exercise its rights as generalized in Section 5.0 without prior bargaining with the Union.

#### **TERMINATION**

Section 26.0. Termination. This Agreement shall remain in full force and effective until December 9, 2007, 11:59 p.m., and thereafter for successive periods of one (1) calendar year, unless either party shall, on or before the sixtieth (60) calendar day prior to expiration, serve written notice on the other party of the desire to terminate, modify, alter, negotiate, change or amend this Agreement. Notice of a desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire agreement on the expiration date in the same manner as the notice of desire to terminate.

Date: 3/29/04	Date: 3/29/04
For the Employer:	* For the Union: ** *********************************
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#### APPENDIX A

The Parties have agreed on a consolidation of the current classification system. The Union and Employer recognize that in any consolidation plan employees could have their pay reduced. This is not the intent of either party. The following wage increases are to be extended to employees who would not receive a wage increase under the grid below. These employees will continue to receive the below increases as long as their pay is above the rates for their classification on the grid below or unless they are awarded a job under job posting. Section 16.0.

All employees hired before March 15, 2004, who are eligible as outlined above, shall receive the following across-the-board increases:

Effective March 15, 2004
Thirty (30¢) cents per hour wage increase.

First full payroll period after March 15, 2005 Thirty (304) cents per hour wage increase

First full payroll period after March 15, 2006 Thirty (30¢) cents per hour wage increase

First full payroll period after March 15, 2007 Fifteen (15¢) cents per hour wage increase

### New Classification And Wage Grid

Effective March 15, 2004 the following wage grid shall be effective:

	NEW CLASSIFICA	P	MAXIMUM RATE	MAXIMUM RATE	MAXIMUM RATE	MAXIMUM
	TION	Y	NATE.	. KATE	KAIE	RATE
		G				
		R	March 15,	First Full	First Full	First Full
		A	2004	payroli		payroll
		D			After March	After March
	İ	E		15, 2005	<b>15, 2006</b>	15, 2007
		<b>}</b>		Angeles and States	The state of the s	
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ļ	Start	<del>                                     </del>	\$10.00	\$10.00	\$10.00	\$10.00
	Start		410.00	\$10.00	\$10.00	<u>\$10.00</u>
1	General	Α	\$12.00	\$12.00	\$12.00	\$12.00
	Help 1		1.31	1,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
2	General	В	<u>\$12.75</u>	\$12.75	\$12.75 a	\$12.75
3	Help 2	_				1
3	Assembler	C	<u>\$13.47</u>	<u>\$13.77</u>	\$14.07	\$14.22
4	Coordinator	D	\$14.07	<u>\$14.37</u>	<u>\$14.67</u>	\$14.82
5	Material	D	<u>\$14.07</u>	<u>\$14.37</u>	\$14.67	\$14.82
6	Handler Specialized	D	¢14.07	¢14.27	<b>#146</b>	41100
0	Machine		<u>\$14.07</u>	<u>\$14.37</u>	<u>\$14.67</u>	\$14.82
ļ	Operator	<u> </u>	·		and a first	[ .
7	Wood Line	D	\$14.07	<u>\$14.37</u>	\$14.67	\$14.82
i 	Operator			<u> </u>	<u> </u>	<u> </u>
8	Kanban	Ε	\$14.37	\$14.67	\$14.97	\$15.12
	Coordinator			1 - 20-11 - 31 - 12 - 1	with which be .	
9	Load	E	<u>\$14.37</u>	<u>\$14.67</u>	<u>\$14.97</u>	<u>\$15.12</u>
10	Receiver		un eri area lessani #14.50			
10	Set-Up Technician	,Г/	\$14.52, <sub>900</sub>	ral <b>344.82</b> 4 (28)	0.15 \$15.12 CA	\$15.27
11	Smartrak	F	\$14.52	\$14.82 L	1. y. \$15.12 ····	\$15.27
	Coordinator		<u>4. 1.04</u>	**************************************	Di Ar <del>anionia</del> .	1911 2.27
12	Wood	F.	<u>\$14.52</u>	\$14.82	\$15.12	\$15.27
			un en 1941   256   26 c	·		
	Operator					
13	Lead 1	G	<u>\$15.01</u>	<u>\$15.31</u>	<u>\$15.61</u>	<u>\$15.76</u>
					<del></del> J	

14	Machine Set-Up Operator	G	<u>\$15.01</u>	<u>\$15.30</u>	\$15.60	<u>\$15.75</u>
15	Electrician	Н	Range \$15.47-17.76	Range \$15.77-18.06	Range \$16.07-\$18.36	Range \$16.22-\$18.51
16	Lead 2	Н	<u>Range</u> \$15.47-17.76	Range \$15.77-18.06	Range \$16.07-\$18.36	Range \$16.22-\$18.51
17	Machinist	Н	<u>Range</u> \$15.47-17.76	<u>Range</u> \$15.77-18.06	Range \$16.07-\$18.36	Range \$16.22-\$18.51
. !	Maintenanc Lewing Technician	H <sub>C</sub>	28 13 <u>Range</u> 1823 29 <mark>\$15.47-17.76</mark> 21 1937   12 1947	Range \$15.77-18.06	Range <sup>6</sup> \$16.07-\$18.36	Range \$16.22-\$18.51
. 19	Millwright	Hi	Range \$15.47-17.76	Range \$15.77-18.06	Range \$16.07-\$18.36	Range \$16.22-\$18.51
20	OMS Technician	Н	<u>Range</u> \$15.47-17.76	Range \$15.77-18.06	Range \$16.07-\$18.36	Range \$16.22-\$18.51

Wage progression: New employees will be hired at \$10.00 per hour. This starting rate shall be a minimum and may be increased by the Employer at any time to meet competition. Upon completion of probation, employees will receive a 50¢ increase and will progress to the top rate of their classification in increments of 25¢ per hour for each quarter year they have been employed. This wage progression shall also apply to employees progressing to the maximum rate of their classification in the above grid. These wage increases shall be effective in the first full payroll period after:

- January 1
- April 1
- July 1
- October 1

New Hire Shift - Newly hired employees hired on any shift shall remain on this shift for fifteen (15) calendar months before the employee can sign any posting for a job on a different shift. This provision may be waived if in the Employer's judgment it would benefit operations.

For higher rated jobs, Pay Grade F and above, employees may be hired at a higher rate than the start rate and advanced more quickly by the Employee based on the employee's prior skill, ability and experience. For example an Electrician (Grade H) might be hired at \$15.00 per hour and advance more quickly than above.

For employees holding pay grade H, employees will be evaluated by the Employer each six (6) months and the Employer in its sole judgment may set the employee's rate within the range for Pay Grade H.

## **Letters of Understanding**

March 29, 2004

#### 1. Employees with 24 or 26 days of Earned Vacation in 2003

As part of the negotiations that resulted in the new Agreement, the Parties agreed to grandfather employees who earned 24 or 26 days of vacation in 2003.

The Parties agree for the life of the Agreement, these employees will receive the same number of vacation days earned in 2003 and will be paid for these additional 4 or 6 days of vacation on a prorated basis under the Agreement.

It is specifically understood that employees covered by this Letter of Understanding shall remain at the level of vacation earned in 2003, either 4 or 6 additional days. Further this Letter of Understanding shall not apply to any other employee.

#### 2. Obligation to Bargain Concerning Insurance

As part of the negotiations that lead to the new Agreement, the issue of insurance was discussed and the Union believes by actively biding insurance in the Central Wisconsin area the Union could reduce costs to its members. The Employer agrees to bargain with the Union upon demand concerning a change to a different health, vision and dental plan. The Employer will agree to a new plan if the total cost paid by the Employer for medical, vision and dental, in total, does not exceed the following and the total cost paid by the employees is less than the following:

Employer's Maximum Contrib.

Employee's Maximum Contrib.

Single

\$144/month

\$100/month

Family

\$436/month

\$230/month

The above single rates will increase by five dollars per year and the above family rates will increase by ten dollars per year. The Parties specifically agree that the above Employer's maximum will be the total amount paid by the Employer in any event and any increases in administration, claims, experience or premiums shall be borne by the employees covered. This may require changes to the amount paid by employees during the plan year to bring costs in line with the Employer's maximum payments. Should the Union not propose an insurance plan under the employee maximum contribution there shall be no duty to agree to the proposed plan.

#### 3. Vacation Transition Issues

- a. If an employee has used unearned vacation, which will exceed what will be earned in 2004, the employee will not be required to pay these amounts back.
- b. For 2004 only, employees may schedule, if they wish, the same number of days off they earned in 2003, but the pay received will be as in the new Agreement. Thus the time off will be guaranteed, but without any additional pay or cost to the Employer.

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4. Insurance Payments on Voluntary Layoff

The Employer will continue the practice of allowing double payments when employees are fully back to work for the duration of the agreement.

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Date: $3/29/04$	Date: 3/29/04
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