

This agreement is between SIMPSON STRONG-TIE COMPANY, INC. (SAN LEANDRO BRANCH) party of the first part, hereinafter referred to as "the Employer" and the COMMUNICATIONS WORKERS OF AMERICA, party of the second part, hereinafter referred to as "the Union".

## **GENERAL PURPOSE OF AGREEMENT**

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

WITNESSETH:           It is hereby mutually agreed to as follows:

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

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

This agreement shall cover, and the Employer recognizes the Union as the sole bargaining agent for employees working within the trade claims of the Union as set forth in their constitution in effect on the effective date of this Agreement, and further for employees covered by N.L.R.B. Case No. NONE. Such employees are set forth below:

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

Any disputed concerning the intent or application of N.L.R.B. Certification in N.L.R.B. Case No. NONE, Shall be resolved solely through appropriate N.L.R.B. procedures.

### **Section 2. Employees not Covered**

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

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

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

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

## **ARTICLE II - UNION SECURITY**

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

- A. Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30<sup>th</sup>) day after such entrance, whichever of these dates is later, until the termination of this Contract. For purpose of this Section, "employee" shall mean any person entering into the bargaining unit.
- B. Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues

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

- C. The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth (30<sup>th</sup>) day following the employee's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Employer and leaves of absence of more than one month duration.

**Section 2. Hiring of Employees**

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

The Employer will notify the Union office and the Shop Steward of the name, address, social security number, classification and date of hire within three (3) days from the date of hire.

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

**Section 3. No Discrimination**

There shall be no discrimination against any member of the Union by the Employer and/or against the employer by the Union.

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

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

**ARTICLE III - MANAGEMENT SECURITY**

**Section 1. No Strike/No Lockout**

- A. During the life of this Agreement the Union will not cause a strike or production stoppage of any kind, nor will any employee or employees take part in a strike, intentionally slow down in the rate of production, or in any manner cause interference with or stoppage of the Employer's work, provided the Employer follows the Grievance Procedure for which provision is made herein. Likewise, the Employer agrees that there shall be no lockouts during the life of this Agreement provided the Union follows the Grievance Procedure for which provision is made herein.
  
- B. It shall not be considered a violation of this Agreement if employees of an individual company fail to report for work by reason of a legitimate, authorized picket line established by another union which has a collective bargaining agreement with the company, or, has received sanction from the Bay cities Metal Trades council, or the Central Labor council having jurisdiction.

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

**Section 2. Employee considered as Quit**

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

**ARTICLE IV - WAGES AND CLASSIFICATIONS**

**Section 1. Wages**

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

**Section 2. Definition of Job Classifications**

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

**Section 3. New Work**

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

**Section 4. Deductions from Pay**

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

**Section 5. Weekly Pay Periods**

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

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

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

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

**Section 6. No Reduction in Pay**

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

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

**Section 1. Jury Leave**

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

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

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

- B. Night shift or swing shift employees called for Jury Duty or examination and excused by the court prior to noon shall report for their regular night shift or swing shift work and shall not be eligible for any jury pay under this Section.
- C. Night shift or swing shift employees (except as provided in paragraph (b) above) shall not be required to work on Jury Duty in the day time and work night shift or swing shift on the same calendar day, but shall receive the difference between their jury pay and their regular shift pay lost.
- D. Employees will present proof of service, including time served and amount of pay received.
- E. This Article shall not apply in any case where an employee voluntarily seeks Jury Duty.

**Section 2. Funeral Leave**

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

For the purpose of this provision, the immediate family shall be restricted to the employee's mother, or father, his/her spouse, spouse's mother or father, children and step-children.

**ARTICLE VI - APPRENTICES**

**Section 1. Acceptance of Standards**

All Tool and Die Apprentices shall be governed by the Apprenticeship Standards (single employer).

**Section 2. Pay for Apprentices**

See Appendix A - Wages

**Section 3. Ratio and Rules**

There shall be one (1) Apprentice for each approved shop employing three (3) or more Journeymen Tool and Die Makers and additional apprentices shall be allowed upon application to the approval from the Apprenticeship committee, provided however, that the total ratio shall not exceed one (1) apprenticeship for each three (3) Journeymen Tool and Die Makers.

In exception to the above, a plant which is not currently training Apprentices shall not indenture an Apprentice as required above while there are Journeymen tool and Die Makers on layoff and subject to recall to their plant.

**Section 4. Seniority for Apprentices**

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

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

**Section 5. Termination of Apprentices**

Following the probationary period set forth in the Joint Apprenticeship Standards, no apprentice shall be laid off or be permitted to leave his/her employment without the approval of the Joint apprenticeship committee, provided however, that nothing in this section shall prevent an Employer from discharging an Apprentice for just cause other than for failure to comply with the Joint Apprenticeship Standards which are within the jurisdiction of the committee. Any discharge shall be reported immediately to the Joint Apprenticeship committee. Should the Joint Apprenticeship Committee or the Union desire to appeal this discharge, it shall be appealed to Step 3 of Article XII, Grievance Procedure, within three (3) working days following the date the secretary of the Joint Apprenticeship Committee receives the report of the discharge.

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

### **Section 1. Hours**

- A. Except as provided in Section 5, Call-In Pay, this Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- B. Except as provide in Section 2, eight (8) hours continuous employment, exclusive of a lunch period, shall constitute a days work, between the hours of (E) :00 a.m. and five (5:00) p.m.; forty (40) hours shall constitute a weeks work from (E) 5:00) a.m. Monday to five (5:00) p.m. Friday.

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

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

### **Section 2. Saturday Work**

- A. When production needs require, the Company may schedule Saturday work on a rotating basis. Such schedule will be posted at least one week in advance.
- B. Employees are responsible to work on their scheduled Saturday, but may trade with an other employee. Any changes must be posted and approved on the schedule.

### **Section 3. Shifts and Shift Differentials**

- A. First or regular day shift - a consecutive eight (8) hour period, between the hours of six (E) a.m. and five 5:00 p.m., exclusive of a lunch period on the employee's time.
- B. Where two shifts are worked - the second shift shall start not later than thirty (30) minutes after the first shift terminates and shall consist of eight (8) consecutive hours of work, exclusive of a thirty (30) minute lunch period on the employee's time.
- C. Employees assigned to a second shift operation shall be paid the second shift hourly rate for the time worked. (Appendix A).

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

### **Section 4. Transfer to Another Shift**

- A. Employees transferred from one shift to another shall be given twenty-four (24) hours notice or shall be paid overtime for the first shift so worked. Change of shift shall not result in any loss of time to an employee, and when the employee is transferred from one shift to another with the requisite twenty-four (24) hour notice and where the transfer is for more than one shift, no overtime pay shall be required. Transfers between shifts shall be voluntarily by seniority or involuntarily by inverse seniority among qualified employees. When an employee is transferred from one shift to another for one shift only, he/she shall be compensated at overtime rate. In all cases of transfer, the employee affected shall have a minimum rest period of seven (7) hours between shifts.
- B. Shop Stewards or Acting shop stewards shall not be transferred from the shift to which they are assigned while work which they are capable of performing is available.

### **Section 5. Overtime**

All work performed by employees covered by this Agreement outside of the standard straight time hours of work and shifts as set forth in Sections 1 and 2 of this Article shall be paid for at time and one-half (1 1/2) for the 9th, 10th, 11th and 12th hours worked, Monday through Friday, and the first eight (8) hours worked on Saturday. All other overtime shall be a double time.

- A. When overtime is necessary, it is agreed that over a period of time, individual companies will distribute this overtime in a fair and equitable manner by work group and by shift.

- B. Employees refusing such overtime opportunity, or absent on such day, will be credited the overtime offered to them for purposes of equalizing overtime distribution only.
- C. The Union recognizes that a certain amount of overtime is required in the Employer's operations due to production needs and customer demands. The Employer recognizes the right of individual employees to accept or refuse overtime work. It is agreed however, that the concerted refusal of a group of employees to work overtime would be a violation of Article III.
- D. New employees shall not receive overtime work credit for purposes of equalization until completion of their probationary period and then they shall be given an overtime worked credit to equal that of the highest credited employee of the work group on this shift.
- E. The Employer shall make available, upon request by the Shop Steward, records of overtime hours worked in the previous month.

**Section 6. Call-In and Call-Back Pay**

- A. Any employee called and/or reporting for work at the beginning of his/her regular shift shall receive either two (2) hours of work or two (2) hours pay at the applicable rate, provided he/she does not leave sooner of his/her own accord. Any employee who works more than two (2) hours on his/her regular shift shall receive either work or pay at the applicable rate for the balance of such shift, provided he/she does not leave sooner of his/her own accord.
- B. On Saturday, Sundays and Holidays, any employee called and reporting for work shall receive not less than four (4) hours of work or four (4) hours of pay at the applicable rate, provided he/she does not leave sooner of his/her own accord. If such employee works more than four (4) hours on such shift, he/she shall be paid for the actual hours worked by him in excess of four (4) hours at the applicable rate.
- C. The above provisions for call-in pay shall not apply when work is not available by reason of acts of God, Fire, flood or any cause beyond the control of the Employer.
- D. An employee shall be deemed as requested to report on his/her regular shift unless notified by an authorized Employer Representative to the contrary at the close of the previous days work, or by actual notice not later than twelve (12) hours before the beginning of his/her next regular shift. In the event an employee has been absent for any reason, this section shall not apply unless he/she has first contacted his/her supervisor and is notified when to report for work.
- E. An employee who has left the Employer's premises and is called back to work by the Employer after the termination of his/her regular shift shall receive not less than four (4) hours work or four (4) hours pay at the overtime rate.
- F. An employee shall not be required to stand by for a call back to work after the termination of his/her regular shift.


**Section 7. Travel Time**

All time taken up in traveling to and from outside work, not to exceed eight (8) hours per day, computed from 8:00 a.m. to 8:00 a.m., shall be paid for at straight time, plus actual and necessary expenses until destination is reached and the employees have returned to their places of regular employment. If employees are required to travel on overtime days, they shall be paid travel time at overtime rates. Regularly scheduled air coach may be used. Air travel accident insurance shall be provided by the Employer.

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

## **ARTICLE VIII - HOLIDAYS**

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

Effective July 1, 2003, there shall be the following eleven (11) paid Holidays during the duration of the Contract in effect from July 1, 2003 through June 30, , and thereafter unless modified.

IT IS FURTHER AGREED THAT:

Holidays may be rearranged by mutual agreement between individual companies and a majority vote of their employees. Holiday are as follows:

1. July 4th
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving Day
5. Christmas Eve Day
6. Christmas Day
7. New Year's Eve Day
8. New Year's Day
9. Presidents Holiday
10. Memorial Day
11. Plus an eleventh (11<sup>th</sup>) Holiday to be designated by the Employer prior to April 1st of each year, or at his/her option it may be designated as a floating holiday.

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

- A. The employee has been in the employ of the Employer for twenty-one (21) days worked preceding the day on which the holiday is observed.
- B. The employee worked the regularly scheduled work day prior to and the regularly scheduled work day following the holiday. If the employee worked some time during the two (2) calendar weeks preceding the week in which the holiday occurred, he/she will receive pay notwithstanding absence on the work day prior to or the work day following, where such absence was due to:
  1. Industrial Accident
  2. Bona fide illness covered by doctors certificate
  3. A temporary layoff which extends ten (10) working days or less after the day on which the holiday occurred.
  4. Absence approved by the Employer.
- C. Holiday pay shall be eight (8) hours pay at the shift rate.

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

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

### **Section 4. Holidays during Vacation**

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

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

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

**Section 6. The Day Before New Year's**

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

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

**ARTICLE IX - VACATIONS**

**Section 1. Qualifying Record**

The employee shall adhere to the principle of paid vacations each year as follows:

During any calendar year of employment each covered employee will earn vacation to be taken in the following year. Accrual will be at the rate of 1/12 of your vacation for each full month worked.

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

First partial year of service: The amount of vacation earned will be calculated based on the number of FULL calendar months worked. The current base vacation rate is eighty (80) hours per year, so you will earn 1/12 of eighty (80) hours each full month or 6.67 hours. (Six (6) months equal forty (40) hours earned).


Full years worked: After the first partial year you will continue to accrue at the rate of 1/12 of the vacation for each full month. (Twelve (12) months equal eighty (80) hours earned).

The calculation of months worked will include all time on the active payroll, including vacation time, jury duty, and sick days will be counted up to a maximum of sixth-five (65) working days (520) hours), and industrial injury days will be counted up to a maximum of one hundred-thirty (130) days (1040 hours). In ALL cases the employee must provide the employer with the required information to support the jury duty, sickness or injury absence before December 31st in order to receive the vacation credit. Accruals will be used for the purposes of termination of employment.

**Section 3. Overtime Effect on Paid Vacation**

For each full fifty (50) hours of overtime worked by an employee within a calendar year, that employee will be provided with one (1) additional hour of paid vacation time up to a Maximum of eight (8) hours vacation per year. The additional paid vacation is to be taken in the following calendar year. The employee and the Union will be provided with summary information for the year no later than January 30th. Last hour to be credited below twenty-five (25) hours Overtime worked equal Zero vacation pay. Anything above twenty-five (25) hours or more will equal one (1) hour vacation pay.

**Section 4. Amount of Vacation to be Taken**

1. Two weeks (10 days) of vacation after one (1) full year of service with the Company.
2. Three weeks (15 days) of vacation after five (5) full years of service with the Company.
3. Four weeks (20 days) of vacation after  ten (16) full years of service with the Company.

**Section 5. Rate of Pay**

All employees will be paid at their regular and normal rate of pay including shift differential, if any, while on vacation.

**Section 6. Vacation Pay Upon Leaving the Company**

- A. Except as provided below, each employee upon termination shall receive any vacation earned but not received since date of hire including pay based on hours worked after January 1. Any employee who quits or is discharged for cause and who has not completed thirty (30) calendar days of service with the Employer shall not be entitled to vacation pay.
- B. In the case of layoff or discharge, where the number of days for severance pay due an employee would extend to or through any of the paid holidays set forth in Article VIII, such paid holiday shall be added

to the pay due the employee laid off or discharged. The provisions of this paragraph shall not apply in any case of voluntary quit or in any case where an employee who is off the payroll by reason of sickness, injury, or leave of absence requests payment of vacation pay.

**Section 7. Partial Vacation Days**

- A. When an employees credit for vacation time off results in a fractional day of four (4) hours or less, the employee shall be paid vacation pay in lieu of time off. When the fractional day is over four (4) hours, the employee shall be required to take the day off. Should the length of vacation corresponding with the amount of vacation pay be computed to a fraction of a week or weeks, upon prior arrangements with the Employer, the employee shall have the option of rounding out his/her time off to an even number of weeks. Such additional time off shall be at the employees own expense.

**Section 8. Scheduling of Vacations**

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

To aid in the efficient scheduling of vacations the employer will provide a listing of all employees and the number of hours vacation they have earned by January 31st of each year.

Vacations will be scheduled as complete weeks unless other arrangements are mutually agreed to by both the employee and the Company. The senior employee will not be allowed to exercise seniority for partial weeks.

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

**Section 9. Employees Vacation Option**

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

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

**ARTICLE X - SENIORITY**

**Section 1. Seniority Rules**

- A. In the absence of written seniority rules agreed to by the individual company and the Union, the following provisions shall apply:
  - B. The first forty-two (42) days worked for each new employee shall be a trial period. The employment of any employee may be terminated as not qualified at any time during the forty-two (42) day trial period without being subject to the grievance procedure. Seniority for each employee will start after he/she has complete his/her trial period and will date back to the beginning of his/her current employment.
  - C. An employee's seniority is defined as his/her length of continuous service with the Employer in the classifications provided for in this agreement. It shall be applied as follows:

**Section 2. Layoff and Recall**

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

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

2. For the purposes of layoff and recall only, Shop Stewards or Acting Shop Stewards shall have top seniority while acting in the capacity of Shop Stewards.

3. Employees who exercise their option to bump an employee in another classification because of seniority, must be willing, competent, and qualified to perform the work remaining to be done in the classification and willing to take the rate of pay of the classification to which they are assigned.

4. Employees retained or rehired because of seniority must be willing, competent and qualified to perform the work remaining to be done.

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

### **Section 3. Loss of Seniority**

Continuous service shall be broken and recall rights forfeited by:

- A. Failure to report for work within five (5) calendar days (or other agreed time in specific instances) after the date of notification of recall sent to the last address supplied by the employee to the office designated by the Employer. (Copy of recall notice to be sent to the Union).
- B. Absence from work for a period equal to an employee's length of continuous service with an Employer up to a maximum of twelve (12) consecutive months.
- C. Voluntary quit.
- D. Discharge for cause.
- E. Failure to report for work for a period of three (3) working days without giving a satisfactory explanation.

### **Section 4. Notice of Layoff**

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

### **Section 5. Leaves of Absence**

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

- D. Individual companies and the Union may negotiate a special leave of absence policy for employees where a plant shut down occurs during the vacation period.

**Section 6. Information Furnished the Union**

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

When an individual employer is requested in writing by the Union, he/she shall furnish a revised, up to date seniority list. such request shall not be made more often than once in any calendar year.

**Section 7. Promotions Outside the Bargaining Unit**

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

**Section 8. Separate Seniority Lists**

Separate Seniority list will be maintained for Branch 21 and Branch 29. Separate seniority will prevail except when an employee transfers from one branch to the other. In that case ONLY the employee who transfers shall have full seniority for all purposes except layoff. For layoff he/she shall have seniority based on the date he/she started in the Branch. the existing agreement bumping rights will apply.

**ARTICLE XI - UNION REPRESENTATION**

**Section 1. Union Representation**

- A. Stewards Provided For: For the purpose of representation within a plant, the Union shall be entitled to a reasonable and adequate number of Stewards, who shall restrict their activities to the handling of grievances or other activities directly related to the interpretation or application of this Agreement, and in this connection shall be allowed a reasonable amount of time for this purpose.
- B. Business Representative to Act for Steward: Where for any reason a plant does not have a Steward, Union members may be represented by a Business Representative of the Union who may process a grievance in place of the Steward. The Union will make every reasonable effort to maintain an Active Steward with credentials and authority to act as such.
- C. Access to Establishment: Business representatives of the Union, for performance of official Union duties, upon application the office of the Employer, shall be permitted to enter the premises of the Employer, at any time during working hours. The business Representative shall not unreasonably interfere with the normal work duties of employees or the operation of the plant.
- D. Union may use Bulletin Board: the Union shall have the privilege of suitable space on bulletin boards for posting notices of official union business, provided that copies of such notices are delivered to the Employer prior to posting.

**ARTICLE XII - GRIEVANCE PROCEDURE**

**Section 1. Grievance Defined**

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

## **Section 2. Grievance Procedure**

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

**STEP 2 - STEWARD AND FOREPERSON:** (Written Grievance) The Shop Steward shall take up the grievance with the immediate foreperson or supervisor, who will attempt to adjust the grievance, and the company will render a decision in writing within five (5) working days from the time of this presentation to him. When an unsatisfactory answer is received, the grievance may be referred to Step 3 in writing. If the grievance is unanswered at the expiration of five (5) working days, the grievance will automatically be referred to Step 3.

**STEP 3 - BUSINESS REPRESENTATIVE AND MANAGEMENT:** The Business Representative or Authorized Union Representative (not a Shop Steward) and a representative of the Employer shall meet with the Employer or the Company's representative authorized to handle such matters, within five (5) working days. The Company or the Union shall render an answer in writing within five (5) working days after such meeting. When an unsatisfactory answer is received, the grievance may be referred directly to Arbitration, Step 4. The decision for Arbitration must be made in writing within fifteen (15) working days.

### **STEP 4 - ARBITRATION:**

- A. Organization of Arbitration committee: Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, one member representing the Employer and one member representing the Union shall be named to the Arbitration committee. They shall meet within five (5) working days to choose an Impartial Chairperson for the Arbitration Committee and to arrange for the time and place of arbitration to take place as soon as can be practically scheduled.
- B. Selecting an Impartial Chairperson: In the event that agreement cannot be reached on an Impartial Chairperson within the five (5) working day time limit set forth in paragraph (a) above, the Federal Mediation and Conciliation Service (FMCS) shall be requested to submit a panel of five (5) established arbitrators from the States of Washington, Oregon, and California. Both the Employer and the Union shall have the right to strike two (2) names from the panel submitted by the Federal Mediation and Conciliation Service. The remaining name on the panel shall automatically become Impartial Chairperson of the Arbitration committee. This selection of the Impartial Chairperson shall be made within six (6) days after the Employer and the Union members of the Arbitration Committee cannot reach agreement on an Impartial Chairperson. The selection of an Impartial Chairperson so made will be equally effective as if made directly by the parties hereto.
- C. Decision is Binding: The decision of the majority of the Arbitration committee shall be final and binding on the Employer and the Union, such decision shall be within the scope and terms of this Agreement but shall not add to, subtract from, alter, or change the scope and terms. The decision shall be rendered in writing within ten (10) days from the time of presentation to the Arbitration committee and shall specify the effective date of the decision.

## **Section 3. General Rules**

- A. The expenses authorized and incurred by the Arbitration committee shall be borne equally by the parties.
- B. Time limits may be extended by mutual agreement.
- C. In the event the Union or the Employer, as such, has a grievance, the grievance shall be processed directly into Step 3.
- D. Any grievance shall be considered settled unless it is referred in writing to the next succeeding step within five (5) working days from the date a written decision is given on the grievance.

- E. Grievances regarding alleged improper discharge or layoff must be filed within five (5) working days after such discharge or layoff. Other grievances shall be without effect and void unless presented in writing to the lowest applicable step within fifteen (15) working days from the date of occurrence or within fifteen (15) working days from the date the employee, employees, or the Union first acquire, or by ordinary observation, should have acquired knowledge of the fact or facts upon which the grievance is based. Retroactive pay shall be limited to a maximum of thirty (30) working days except in cases of willful violation of contract, the Arbitrator may waive the thirty (30) working days limitation on retroactivity.

### **ARTICLE XIII - WORKING CONDITIONS**

#### **Section 1. Industrial Accidents**

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

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

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

#### **Section 2. Safety Rules**

In the interest of maintaining high standards of safety, and to minimize industrial accidents and illness, the following is agreed:

- A. The Employer will comply with all State and Federal safety and sanitary laws. Suitable washrooms with soap and towels shall be maintained and kept in clean and sanitary condition.
- B. Adequate safety devices shall be provided by the Employer and when such devices are furnished, it shall be mandatory for employees to use them.
- C. No employee shall be permitted to work alone in any shop or in any isolated spots in any shop which are beyond the call of observation of other persons.
- D. Where an Employer has a safety program and requires an employee to wear safety glasses, the Employer shall provide standard safety frames and non-prescription lenses and it is mandatory that the employee wear them, provided that the condition of his/her eyes is such that he/she does not require prescription glasses.

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

- E. Employees will be required to submit to drug screening for probable cause subject to Article XII Grievance Procedure. Probable cause will be limited to industrial injuries and cases where management judges a person's behavior places him/her in imminent danger of injuring himself, a fellow employee or the equipment.
- F. Adequate heat and ventilation shall be provided where practical.
- G. Any employer requiring employees to perform welding shall furnish colored glasses for welders hoods and goggles.

- H. No employee shall be discharged or disciplined for refusing to work on a job if his/her refusal is based upon the claim that said job is not safe or might unduly endanger his/her health until it has been determined that the job is or has been made safe and will not unduly endanger his/her health.
- I. Any employee who requests treatment for alcohol or substance abuse may be permitted one course of treatment as medically indicated and approved by the Union. The employees return to work shall be contingent on successful completion of the treatment program and subject to progress reports reasonably required by the employer. The employee may be subject to random substance testing for one year after return to work or such other period as may be agreed to by the parties.

**Section 3. Physical Examinations**

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

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

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

Cost of medical examination shall be paid by the Employer.

**Section 4. No Age Limit**

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

**ARTICLE XIV - MISCELLANEOUS SUBJECTS**

**Section 1. Notice of Intent**

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

**Section 2. Saving Clause**

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

**Section 3. Outside Work**

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

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

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

**Section 1.**

The Simpson Companies expressly reserve the right to modify, change, or terminate any of the insurance programs described generally below. The full terms and conditions of the insurance programs are available for review.

The Employer shall provide medical, dental, vision care, life, AD&D, and any other insurance coverage on the same basis as it provides these benefits to other employees. Any changes in these benefits will be discussed with the Union at the earliest possible opportunity.

**Section 2.**

The sole obligation of Simpson and employees covered by this Agreement in the matter of Group Insurance, Hospitalization, Surgical, Medical, Vision, Life and Dental Program, beginning July 1, [REDACTED] and ending June 30, [REDACTED], shall be to make the appropriate contributions in the proper amounts to maintain benefits.

**Section 3.**

Employees Covered: Employees actively at work on the first of the month who were covered by the Trust in the preceding month.

**Section 4.**

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

**Section 5.**

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

**Section 6. General Conditions**

The Hospitalization, Surgical and Medical Program established hereunder shall be subject to the following conditions:

- A. Determination and payment of claims shall be by the insurance or service plan companies according to their standards and policies, and shall not be subject to the grievance procedure.
- B. The Hospital, surgical and Medical program to be established hereunder shall be reduced to the extent of any duplicate coverage provided by present and subsequent State or Federal Legislation.
- C. Coverage for employees will terminate at the earliest of any of the following dates:
  - 1. The date the plan is discontinued.
  - 2. The date his/her Employer ceases to participate in the plan.
  - 3. The date of entry into full-time military, naval, or air service.

**ARTICLE XVI - PENSION PROGRAM**

It is hereby understood and agreed that:

- 1. Each individual Employer will pay the contributions indicated below for each hour worked by employees employed by such individual employer under this collective bargaining agreement to C.M.T.A. - Independent Tool and Die Craftsmen Association Trust (hereinafter referred to as "Joint Trust"), established Declaration of Trust, dated September 1, 1961, and will comply with the terms and conditions of said trust and regulations with the terms and conditions of said trust and regulations issued pursuant thereto, provided, however, that the Employer's rate and amount of contributions shall be subject to reduction on account of credits as prescribed in Article XI of the Trust.

The Employer's sole obligation regarding pensions shall be as set forth below. The contributions for Journeymen shall be as follows:

As of September 1, 2003	\$3.15/ Hour
As of September 1, 2004	\$3.45/ Hour
As of September 1, 2005	\$3.75/ Hour
As of September 1, 2006	\$4.05/ Hour

The Pension contribution for apprentices shall be as follows:

<u>Effective Date</u>	<u>Rate</u>
1st 6 month period	\$ 0.70
2nd 6 month period	\$ 0.75
3rd 6 month period	\$ 0.80
4th 6 month period	\$ 0.85
5th 6 month period	\$ 0.90
6th 6 month period	\$ 0.95
7th 6 month period	\$ 1.00
8th 6 month period	\$ 1.05
9th 6 month period	\$ 1.10
10th 6 month period	\$ 1.15
11th 6 month period	\$ 1.20
12th 6 month period	\$ 1.25
Thereafter at Journeymen Rate	

Helper Pension Contribution per hour will be as follows:

<u>Effective Date</u>	<u>Rate</u>
1st 6 month period	\$0.70
2nd 6 month period	\$0.75
3rd 6 month period	\$0.80
4th 6 month period	\$0.85
5th 6 month period	\$0.90
Thereafter	\$1.00

2. It is further agreed that it is the intention of the parties to this Agreement that no Employer shall be required to provide double benefits. To this end, any pension, profit-sharing, stock purchases, or other deferred compensation plan which is now or may be established by any Employer, including all of its provisions, its alteration in any way, or its termination in whole or in part, will be considered outside the scope of collective bargaining for as long as such plan exists.

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


#### **ARTICLE XVII - MANAGEMENT FUNCTIONS**

Nothing in this Agreement is intended, nor shall it be construed as, denying to the Employer the right to supervise and control all operations and direct all working forces, including the right to select and hire in accordance with this Agreement, classify and establish rates applicable to new jobs, determine the merit rating of any employee within the job classification in which he/she may be classified, discipline, discharge for justifiable cause, layoff, promote, demote, or transfer employees in accordance with the terms of this Agreement.

The Employer shall have the right to establish and use new methods and processes of manufacture, control and regulate the use of all equipment of the Employer, and maintain efficiency by the employees, provided that the provisions of this Article shall not be used by the Employer for the purpose of discriminating against the Union or any employees. The Union reserves the right to protest the reasonableness of the Employers rules and regulations through the grievance procedure in this agreement.

**ARTICLE XVIII - PLANT RELOCATION AND SEVERANCE PAY**

1. If an individual Employer covered by this Agreement:

- A. Closes his/her plant or a department or moves his/her plant or a department outside the nine (9) Bay Area Counties, and:
- B. This closing or moving results in the termination of employees; the individual Employer shall pay severance pay to terminated employees as follows:
- C. Less than one (1) year of continuous service - no severance pay.
- D. One (1)  week's pay (forty (40) hours straight-time at the classification rate of pay) for every year of service in the company.

This applies only to active employees and employees on layoff status for less than one (1) year from the date of plant or department closure.

- 2. The individual Employer moves his/her plant or a department within the nine (9) Bay Area counties, the Employer will continue to recognize the Union and employees may take their seniority rights with them to the new location, but shall receive no severance pay.
- 3. The employer will pay up to three (3) months for the benefits set forth in Article XV of this Agreement for employees who receive severance pay, provided those employees are not covered by another employer-paid plant providing these benefits, the employee must furnish proof (such as his/her slip of unemployment compensation) within ten (10) days after the first of the month of termination to the Trust that he/she is not covered for these benefits for each of the three (3) months following his/her termination.
- 4. The Employer shall notify the Union in writing at least (30) days prior to the closing or moving of his/her plant and the consequent termination of employees. Should the above plant movement or closing be the result of causes beyond the control of the Employer, the thirty (30) days notice shall not apply.

**ARTICLE XIX-DISCIPLINE/DISCHARGE**

**Section 1. Just Cause**

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

**Section 2. Progressive Counseling**

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

**Section 3. Notification**

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

#### **Section 4. Employee Rights**

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

#### **Section 5. Retention**

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

#### **Section 6. Arbitratory**

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

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

- A. The Employer agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, hereinafter referred to as "dues", assessments, authorized arrearages, and initiation fees from the pay of an employee, upon receipt of a dues deduction authorization card, signed by such employee, each payroll period, and to pay over to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as possible after receipt of the signed authorization card in accordance with the Employer's normal payroll procedures. Samples of deduction authorization cards are included in Appendix A of the Agreement.
- B. If, for any reason, the Employer fails or is unable to make the authorized deduction from pay in any payroll period, the Employer will deduct the accumulated authorized deduction in an ensuing payroll period or periods the employee's pay is sufficient. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in an ensuing payroll period or periods at up to four (4) times the authorized amount until the accumulated amount is deducted.
- C. When an employee is granted a leave of absence, without pay, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed when an individual on leave is returned to the payroll.
- D. When an employee who has authorized the Employer to deduct Union dues is temporarily promoted or transferred to a non-bargained-for position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated by return to a bargained-for position dues deductions shall be automatically reinstated without requiring a new authorization from the employee.

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

- E. The rate or amount of the dues deduction for all members, for any job title and wage classification may be changed by the Union notifying the Employer in writing of the dues change. Following notice from the Union, such change in dues rate or amount will be deducted from future wage payments in accordance with the Employer's regular payroll practice.
- F. The employer and the Union shall meet for the purpose of determining what information can reasonably, easily and without causing additional expense or other than minima; expenditures, be provided by Employer to the Union for purposes of implementing this Section 4 and how such


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

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

**ARTICLE XXI – 401K**

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

**ARTICLE XXII -DURATION OF AGREEMENT**

- A. This agreement shall become effective July 1, 2003 and remain in full force and effect until June 30, .
- B. In the event either party gives written notice of his/her desire to amend or modify this Agreement, the parties shall meet not later than forty-five (45) days prior to the anniversary date for the purpose of negotiating the desired amendments or modifications.
- C. This Agreement, when signed, shall supersede and replace ALL prior agreements and understandings affecting the employees covered hereby.
- D. In the event any clause or provision of this Agreement be tendered or declared invalid by reason of any existing or subsequently enacted legislation or by degree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.
- E. No employee shall suffer a reduction in his/her hourly rate of pay or in his/her hourly rate of premium pay because of adoption of this Agreement.
- F. In witness whereof the parties hereto have executed this Agreement by their respective officers duly authorized to do so this 22<sup>nd</sup> day of July 2003.

FOR THE EMPLOYER  
SIMPSON STRONG-TIE CO. INC.

FOR THE UNION  
COMMUNICATIONS WORKERS OF AMERICA

\_\_\_\_\_  
Murray Daniels  
Plant Manager  
Simpson Strong-Tie Co., Inc.  
San Leandro, California

\_\_\_\_\_  
William B. Harvey  
Secretary/Treasurer  
CWA Local 9415

\_\_\_\_\_/s/\_\_\_\_\_  
Steve Troth

\_\_\_\_\_/s/\_\_\_\_\_  
Thomas G. Eppenberger

\_\_\_\_\_/s/\_\_\_\_\_  
David MacDonald

\_\_\_\_\_/s/\_\_\_\_\_  
Luis Rodriguez

\_\_\_\_\_/s/\_\_\_\_\_  
Kacey Jones

\_\_\_\_\_/s/\_\_\_\_\_  
Nancy Biagini  
International Representative

**APPENDIX A - WAGES**

**Section 1. Classification and Rates of Pay - Journeymen**

The Hourly wage rates for Journeymen tool and Die Makers will be adjusted as follows:

Date	Amount
As of July 1, 2003	\$ 28.00 /Hour
As of July 1, 2004	\$ 28.65/Hour
As of July 1, 2005	\$ 29.20 /Hour
As of July 1, 2006	\$ 29.65/Hour

**Section 2. Apprentices**

Date	Percentage of Journeyman Rate
1st 6 month period	40 %
2nd 6 month period	45 %
3rd 6 month period	50 %
4th 6 month period	55 %
5th 6 month period	60 %
6th 6 month period	65 %
7th 6 month period	70 %
8th 6 month period	75 %
9th 6 month period	80 %
10th 6 month period	85 %
11th 6 month period	90 %
12th 6 month period	95 %
Thereafter	

**Section 3. Helpers**

Helpers shall be paid the following percentages of the Journeymen Tool and Die Makers wage rates:

1st 6 month period	40%
2nd 6 month period	45%
3rd 6 month period	50%
4th 6 month period	55%
5th 6 month period	60%
Thereafter	60%

**Section 4. Shift Premium**

The shift premium for all classification shall be \$ 0.80 (eighty cents per hour) for swing or midnight shifts.



**APPENDIX B - JOB CLASSIFICATIONS**

**Section 1. Tool and Die Maker**

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

His/her primary function is to design, produce, inspect, repair or maintain, plan or alter within the required tolerances, with or without drawings, tools, templates, gages, jigs, fixtures, metal patterns, cavity work on plastic, die casting and synthetic molds, drawing, forging, and stamping. He/she builds special machines which require special tooling and maintains only the special tooling, as defined on our certification. He/she may also do appropriate work on models, development, experimental, surface plate and bench work normally and usually performed by a Tool and Die Maker.

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

**Section 2. Toolroom Machinist**

- I. The Tool Room Machinist is a support position. He/she can do all functions in the tool room under the guidance of a Journeyman Toolmaker. He will in no case work overtime in favor of a Toolmaker, nor will a Toolmaker be laid off in favor of a Machinist to perform Toolmaker work.
- II. Tool Room Machinist **Wages:**
  - 1) Wages are a percentage of the Journeyman Toolmaker base rate.
  - 2) Base Rate for a Toolroom Machinist will be 65%, increased to 70% after 6 months, increased to 75% after one year.
    - a) The machinist job will be a Support Position
- III. Definition of **Support Level**
  - 1) Projects are assigned to Journeyman Toolmakers.
  - 2) The Journeyman Toolmaker will decide the Support Position machine work required for his/her project.
  - 3) The Toolroom Machinist will work in a Support Position on a project assigned to a Journeyman Toolmaker.

**Section 3. Helper Job Description**

Ability to learn and apply new shop skills. Basic understanding of machine shop equipment. Able to perform simple machine operations; hole drilling, mill blocks square, hold sizes to 0.005", read measuring tools, follow directions, and apply learned skills to the next project. Specific duties include clean up, equipment organization, lube and oil.

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

**Section 1. General Purposes**

The general objective of this plan, which shall become effective July 1, 1999, is to provide employees with wage stability during long term illness or injury, Non-Industrial Injuries will be reviewed by the Union and Simpson Strong-Tie Co., Inc. on a case to case basis. This protection shall cover only that number of days, weeks, or months (as set forth in Section 2 below) during which the employee would have been working had the employee not be disabled. Excluded from this coverage of this Appendix are all maternity benefits. This program will provide weekly benefit levels on a seven day basis in accordance with the formula set forth below. These weekly benefits are integrated with benefits received from the State Unemployment Disability Fund for Workers Compensation benefits. The daily benefit will be one-seventh of the weekly benefit.

<u>Classification</u>	<u>Weekly Benefits</u>
Tool and Die Maker	As of July 1, 1999 -- \$ 550.00
Machinist	“ “ “ \$ 275.00
Helper	“ “ “ \$ 275.00
Apprentice	“ “ “ \$ 275.00

**Section 2. Eligibility and Duration of Benefits**

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

- A. Employees with LESS than one (1) year of service as of April 30th will start accruing benefits on the first of the month following the month in which they complete one (1) full year of service, as outlined below.

Length of Service in Months                      Number of Days Supplemental Sick Leave Benefits

12 months or Less	None
13 months	1 Calendar Day
14 months	2 Calendar Days
15 months	3 Calendar Days
16 months	5 Calendar Days
17 months	6 Calendar Days
18 months	7 Calendar Days
19 months	8 Calendar Days
20 months	9 Calendar Days
21 months	11 Calendar Days
22 months	12 Calendar Days
23 months	13 Calendar Days

- B. Employees with MORE than one (1) year of service as of April 30th of any year will have the duration of their benefits for the entire sick leave year computed as of April 30th.

Length of Service in Months                      Number of Days Supplemental Sick Leave Benefits

1 Year but less than 2	14 Calendar Days
2 Years but less than 3	28 Calendar Days
3 Years but less than 4	56 Calendar Days
5 Years but less than 10	91 Calendar Days
10 Years and Over	182 Calendar Days

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

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

**Section 3. Eligibility and Duration of Sick Leave Benefits**

- A. Each eligible employee shall be entitled to receive supplement sick leave pay in any sick leave year. May 1<sup>st</sup> through April 30<sup>th</sup>, up to the number of days as determined in Section 2 and in accordance with the schedule of benenefits set forth in Section 1, provided that to quality for any benefit in the new sick leave year beginning May 1st, an employee must work for the new sick leave year, a number of days equal to the total number of days in the preceding sick leave year for which sick leave benefits were paid.
- B. Employees who are on disability on the anniversary date, April 30th shall be entitled only to the number of days as determined in Section 2, to which they were entitled on the day they ceased active full time work for the Employer by reason of disability.

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

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

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

**Section 4. General Provisions**

- A. The Employers sole obligation under this contract is to provide the benefits outlined and there shall be no duplicate or overlapping benefits paid under this contract, i.e., no supplement sick leave pay shall be paid for day any which the employee is also entitled to pay for any reason under this contract.
- B. Only full day sick leave payments will be made. No supplemental pay shall be paid for partial work days lost.
- C. Working days lost for which supplemental sick leave benefits are paid and supplemental sick leave payments made under this plan shall not be considered as time worked for any purposes in this contract except as otherwise provided in paragraph (a), section 3 of Article IX - Vacations.
- D. The benefits in this plan shall not apply to any disability not covered by S.D.I. or Workers Compensation benefits. Payment of such benefits is not necessarily in and of itself considered satisfactory evidence of disability for purposes of this plan. Further, the Employer, at his/her discretion and at his/her expense, reserves the right to have his/her own physician examine an employee participating or seeking to participate. If such examination reveals that there is not satisfactory evidence of disability, the benefits under this plan shall cease until the matter is resolved. If the matter is not resolved, it may be referred to the Grievance Procedure.
- E. In order to qualify for benefits, the employee has the responsibility for taking all proper steps to ensure early recovery. Such steps may include the attendance of a qualified physician and the purchase of drugs, medicines, medical supplies and hospitalization service as necessary.
- E. Upon request of the Employer, the employee shall furnish to the Employer the doctors estimate of the date that the disability will terminate and the employee will resume his/her regular or customary work.

**END OF AGREEMENT**

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