

INDEPENDENT AGREEMENT

between

SIMPSON STRONG-TIE CO., INC.  
(BREA BRANCH)

and

THE COMMUNICATIONS WORKERS OF AMERICA

effective

MARCH 1, 2005 through FEBRUARY 28, 2008

This Agreement is between SIMPSON STRONG-TIE COMPANY, INC. (BREA 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 principles of a fair day's work for a fair day's pay, and the Employer subscribes to the principle of a fair day's pay for a fair day's work.

WITNESSETH: It is hereby mutually agreed to as follows:

## ARTICLE 1. 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 All Tool and Die Makers, Tool and Die Apprentices, Tool and Die Machinists, Machine Repairmen, Maintenance Helpers, and Machine Repair Apprentices, their Leadpersons and/or Working Foremen employed by the Employer signatory to this Agreement.

### 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, Foremen, Supervisors, Watchmen and Guards as defined in the National Labor Relations Act of 1947, as amended.

Note: Supervisors, Foremen, 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 Foremen would apply to Leadmen and/or Working Foremen.

### 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 2 - UNION SECURITY

### Section 1. Union Membership

- A. Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this

Contract. For 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 day following the employee’s return to the bargaining unit. The term “formal separation” includes transfer 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 opening 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 that an employee has failed to tender to the Union periodic dues, or an amount equal to periodic dues, initiation fee or reinstatement fee, the Employer shall within two (2) working days terminate such employee. Such employee shall not be reemployed 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 race, color, creed, national origin, sex, sexual orientation, age, disability, veteran status, religion, or union activities.

The Employer and 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 3 - 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 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 major 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 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 4 - 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 be paid by the Employer.

## **Section 2. Definition of Job Classifications**

Definition 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 or 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 this 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 payday.

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

In companies where payday 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 hourly rate of pay because of the adoption of this Agreement.

## **ARTICLE 5 - JURY PAY - FUNERAL LEAVE**

### **Section 1. Jury Service**

- A. Employees who are called for jury service will be granted up to 10 paid days off once per year for the regular scheduled workdays you are required to serve in court.
- B. You will be entitled to compensation at your straight time hourly rate for eight hours pay less compensation you are entitled to receive for jury service.
- C. You will be expected to present proof of service, including time served and amount of pay received.
- D. First shift employees, who are excused from jury service prior to 12:00 noon, are expected to return to work for the balance of their shift. Second and third shift employees who are excused prior to 12:00 noon are expected to report to work for the balance of a normal first shift..
- E. This Article shall not apply in any case where an employee voluntarily seeks jury service.

### **Section 2. Funeral Leave**

An employee will be given three (3) days funeral leave with pay, at his regular hourly, straight time rate for death in his immediate family. Immediate family shall be spouse, children, grandchildren, mother, father, brother, sister, mother-in-law, father-in-law, adopted child or stepchild, and grandparents. This provision does not apply if the employee is on leave of absence or lay off.

## **ARTICLE 6 – APPRENTICES**

### **Section 1. Acceptance of Standards**

All Tool and Die and Machine Repair Apprentices shall be governed by the Joint Apprenticeship Committee.

## **Section 2. Pay for Apprentices**

Apprentices shall be paid not less than the following percentages of the Journeyman Tool and Die Makers or Machine Repairmen wage rates:

1 <sup>st</sup> 6 months – 50%	7 <sup>th</sup> 6 months – 80%
2 <sup>nd</sup> 6 months – 55%	8 <sup>th</sup> 6 months – 85%
3 <sup>rd</sup> 6 months – 60%	9 <sup>th</sup> 6 months – 90%
4 <sup>th</sup> 6 months – 65%	10 <sup>th</sup> 6 months – 95%
5 <sup>th</sup> 6 months – 70%	
6 <sup>th</sup> 6 months – 75%	

Thereafter – Journeyman Rate

## **Section 3. Ratio and Rules**

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

In exception to the above, a plant which is not currently training Apprentices shall not indenture an Apprentice as required above while there are Journeyman Tool and Die makers or Machine Repairmen on layoff and subject to recall to their plant.

## **Section 4. Seniority for Apprentices**

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

If the Apprentice is terminated and rehired within one (1) year, he will be given full seniority credit for his 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 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 7 - HOURS AND SHIFTS**

### **Section 1. Hours**

- A. Except as provided in Section 5, Call-In Pay, this Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- B. Except as provided in Section 2, eight (8) hours continuous employment exclusive of a lunch period shall constitute a day's work, normally between the hours of seven (7) A.M. and three-thirty (3:30) P.M.; forty (40) hours shall constitute a week's work, normally from seven (7) A.M. Monday to three-thirty (3:30) P.M. Friday. The number of employees who can start prior to the regularly established shift time and regular work week may be changed by the Employer provided the Union is given forty-eight (48) hours advanced notice of such change.
- C. If you are unable to work for any reason, you are required to call in and advise the Company within thirty (30) minutes or earlier of your starting time of the reason and when you anticipate returning to work.
- D. Employees who leave the Company premises on personal business are required to clock out and clock back in at all times.

## **Section 2. Shifts and Shift Differentials**

- A. First or regular day shift - A consecutive eight (8) hour period, normally between the hours of 7:00 A.M. and 3:30 P.M., exclusive of a lunch period on the employee's time.
- B. Where two shifts are worked - The second shift shall normally 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 or third shift operation shall be paid the second shift hourly rate for the time worked. (See Appendix A).

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

## **Section 3. Transfer to Another Shift**

- A. Employees transferred from one shift to another shall be given twenty-four (24) hours notice or shall be paid overtime for the first shift so worked. Change of shift shall not result in any loss of time to an employee, and when the employee is transferred from one shift to another with the requisite twenty-four (24) hours notice and where the transfer is for more than one shift, no overtime pay shall be required. When an employee is transferred from one shift to another for one shift only, he 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 involuntarily transferred from the shift to which they are assigned while work which they are capable of performing is available.

## **Section 4. 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 Section 1 and 2 of this Article shall be paid for at time and

one-half (1 ½) for the 9<sup>th</sup> and 10<sup>th</sup> hours worked, Monday through Friday, and the first eight (8) hours worked on Saturday. All other overtime shall be at double time (2).

- 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. If an employee is offered and accepts to work overtime, then the overtime will be considered a normal workday for attendance purposes only.
- D. 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.
- E. 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 to that of the highest credited employee of the work group on this shift.
- F. The Employer shall make available upon request by the Shop Steward records of overtime hours worked in the previous month.

#### **Section 5. Call-in and Call-back Pay**

- A. Any employee called and/or reporting for work at the beginning of his regular shift shall receive either four (4) hours of work or four (4) hours pay at the applicable rate, provided he does not leave sooner of his own accord. Any employee who works more than four (4) hours on his regular shift shall receive either work or pay at the applicable rate for the balance of such shift, provided he does not leave sooner of his own accord.
- B. On Saturdays, 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 does not leave sooner of his own accord. If such employee works more than four (4) hours on such shift, he 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 regular shift unless notified by an authorized Employer Representative to the contrary at the close of the previous day's work, or by actual notice not later than twelve (12) hours before the beginning of his next regular shift. In the event an employee has been absent for any reason, this section shall not apply unless he has first contacted his supervisor and is notified when to report to 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 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 regular shift.

## Section 6. Travel Time

All time taken up in traveling to and from outside work, not to exceed eight (8) hours per day, computed from 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. First class transportation shall be provided or allowed. In the case of air travel, custom coach shall be considered first class transportation and shall be provided wherever it is available. Otherwise 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 8 - HOLIDAYS

### Section 1. Recognized Holidays

The following shall be paid holidays:

March 1st, 2005 through February 28<sup>th</sup>, 2006

<i>GOOD FRIDAY</i>	Friday, March 25 <sup>th</sup> , 2005
<i>MEMORIAL DAY</i>	Monday, May 30 <sup>th</sup> , 2005
<i>FOURTH OF JULY</i>	Monday, July 4 <sup>th</sup> , 2005
<i>LABOR DAY</i>	Monday, September 5 <sup>th</sup> , 2005
<i>THANKSGIVING</i>	Thursday, November 24 <sup>th</sup> , 2005
<i>FRIDAY AFTER THANKSGIVING</i>	Friday, November 25 <sup>th</sup> , 2005
<i>DAY BEFORE CHRISTMAS</i>	Friday, December 23 <sup>rd</sup> , 2005
<i>CHRISTMAS DAY</i>	Monday, December 26 <sup>th</sup> , 2005
<i>NEW YEAR'S DAY</i>	Monday, January 2 <sup>nd</sup> , 2006
<i>PRESIDENT'S DAY</i>	Monday, February 20 <sup>th</sup> , 2006
<i>EMPLOYEE'S BIRTHDAY</i>	(individual request)

March 1st, 2006 through February 28<sup>th</sup>, 2007

<i>GOOD FRIDAY</i>	Friday, April 14 <sup>th</sup> , 2006
<i>MEMORIAL DAY</i>	Monday, May 29 <sup>th</sup> , 2006
<i>FOURTH OF JULY</i>	Tuesday, July 4 <sup>th</sup> , 2006
<i>LABOR DAY</i>	Monday, September 4 <sup>th</sup> , 2006
<i>THANKSGIVING</i>	Thursday, November 23 <sup>rd</sup> , 2006
<i>FRIDAY AFTER THANKSGIVING</i>	Friday, November 24 <sup>th</sup> , 2006
<i>DAY BEFORE CHRISTMAS</i>	Monday, December 25 <sup>th</sup> , 2006
<i>CHRISTMAS DAY</i>	Tuesday, December 26 <sup>th</sup> , 2006
<i>NEW YEAR'S DAY</i>	Monday, January 1 <sup>st</sup> , 2007
<i>PRESIDENT'S DAY</i>	Monday, February 19 <sup>th</sup> , 2007
<i>EMPLOYEE'S BIRTHDAY</i>	(individual request)

March 1st, 2007 through February 28<sup>th</sup>, 2008

<i>GOOD FRIDAY</i>	Friday, April 6 <sup>th</sup> , 2007
<i>MEMORIAL DAY</i>	Monday, May 28 <sup>th</sup> , 2007
<i>FOURTH OF JULY</i>	Wednesday, July 4 <sup>th</sup> , 2007
<i>LABOR DAY</i>	Monday, September 3 <sup>rd</sup> , 2007
<i>THANKSGIVING</i>	Thursday, November 22 <sup>nd</sup> , 2007
<i>FRIDAY AFTER THANKSGIVING</i>	Friday, November 23 <sup>rd</sup> , 2007
<i>DAY BEFORE CHRISTMAS</i>	Monday, December 24 <sup>th</sup> , 2007
<i>CHRISTMAS DAY</i>	Tuesday, December 25 <sup>th</sup> , 2007
<i>FLOATING HOLIDAY</i>	Monday, December 31 <sup>st</sup> , 2007

*NEW YEAR'S DAY*  
*PRESIDENT'S DAY*  
*EMPLOYEE'S BIRTHDAY*

Tuesday, January 1<sup>st</sup>, 2008  
Monday, February 18<sup>th</sup>, 2008  
(individual request)

(\*) The "Good Friday" Holiday may be used as a floating holiday in order to create a three (3) or four (4) day weekend, upon mutual agreement between the company and the employees, and consistent with the holiday calendar of the other departments within the company.

Holidays may be rearranged by mutual agreement between the Company and a majority vote of the employees.

## **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 workday prior to and the regularly scheduled workday following the holiday. If the employee worked some time during the two (2) calendar weeks preceding the week in which the holiday occurred, he will receive pay notwithstanding absence on the workday prior to or the workday following, where such absence was due to:
1. Industrial accident;
  2. Bona fide illness covered by a doctor's certificate;
  3. A temporary layoff which extends ten (10) working days or less after the day on which the holiday occurred;
  4. Absence approved by the Employer.
- 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 Sunday and is observed by the Nation on the Monday following, said holiday will be paid under the conditions contained in this Article.

## **Section 4. Holidays During Vacations**

When one of the paid holidays occurs within an employee's vacation period, he shall be required to take an additional day's vacation and he shall receive holiday pay as provided in this section, in addition to his vacation pay, provided he works the last scheduled workday prior to and the regularly scheduled workday following his vacation period. The exceptions in 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 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 arranged to permit second and third shift employees to celebrate New Year's Eve. Such arrangements shall not constitute a transfer of shift.

# **ARTICLE 9 – VACATIONS**

## **Section 1. Qualifying Period**

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

A. Beginning with the anniversary date of hire, paid vacations will be as follows –

- One (1) week vacation after one (1) year of service.
- Two (2) weeks vacation after two (2) years of service.
- Three (3) weeks vacation after eight (8) years of service.
- Four (4) weeks vacation after sixteen (16) years of service.
- Five (5) weeks vacation after twenty-three (23) years of service.

B. Determine vacation hours by multiplying proper vacation percentage figure, obtained in Paragraph (a) above, by the total hours worked as figured in Paragraph (c) below.

C. Total all hours worked during the preceding year including the following:

1. Employees who work a full shift shall be credited with eight (8) hours worked in computing vacation hours. Where they work less than a full shift, they shall be credited only with hours worked.
2. Vacation time paid for, holidays paid for and jury time paid for shall be computed as time worked.
3. Where either U.C.D. or Industrial Compensation payments are made for working days lost due to Sickness, Non- Industrial Accident, such days lost shall be considered as days worked for purposes of computing length of Vacation and Vacation Pay to the following amounts: Sickness or Non-Industrial Accident, 65 working days, (520 hours); Industrial Accident, 130 working days, (1040 hours). The employee must provide the required information to the Employer on or before his anniversary date of hire of the vacation year in order to receive vacation credit for the time accumulated under the provisions of this paragraph.

The Employer shall have available for the employee, the proper forms for filing the required information sixty (60) days prior to his anniversary date. Where the employee is unable to file due to disability, he shall have the opportunity to file after his return to work.

D. Determine number of vacation days off by dividing eight (8) into hours earned as figured in Paragraph (c.) above. When an employee's 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 time off to an even number of weeks. Such additional time off shall be at the employee's own expense.

- E. Vacation pay shall be at the employee's present shift rate of pay as of his vacation date. Federal, State and any other legal deductions must be taken from vacation pay.
- F. Employees temporarily assigned to another shift (a temporary assignment is defined as thirty (30) working days or less) immediately prior to June 30<sup>th</sup> shall receive their nominal shift rate of pay for the purpose of computing vacation pay.

## **Section 2. 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.

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 3. Vacation Pay as Severance Pay**

- 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 anniversary. 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 8, 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 4. 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 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 10 - SENIORITY

### Section 1. Seniority Rules

- A. Any new employee shall be on probation and may be discharged during the first sixty (60) calendar days of employment without recourse to grievance procedure. Any grievance or matters other than competency or ability, which would not involve dismissal of an employee, shall be subject to grievance procedure.

Seniority for each employee shall start after he has completed his trial period and will date back to the beginning of his current employment.

- B. An employee's seniority is defined as his length of continuous service with the Employer. It shall be applied as follows:
1. In the event that work becomes slack and the Employer deems it necessary to reduce the working force in any of the classifications, the employee with the least seniority in the classification shall be the first employee laid off. It is provided, however, that if such employee has worked with the Employer in another classification, he may, at his option, in lieu of layoff, exercise his 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 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 Journeyman Tool and Die Makers, and all Journeyman Machine Repairmen, must be willing, competent, and qualified to do all work required of a Journeyman.

### Section 2. Loss of Seniority.

Continuous service shall be broken and recall rights forfeited by:

- A. Failure to report for work within five (5) calendar days (or other agreed time in specific instances) after the date of notification of recall sent to the last address supplied by the employee to the office designated by the Employer. (Copy of recall notice to be sent to the Union.)
- B. Absence from work for a period equal to an employee's length of continuous service with an Employer up to a maximum of twelve (12) consecutive months.
- C. Voluntary quit.
- D. Discharge for cause.

- E. If you do not report for a three (3) day period, nor can provide certifiable excuses for your absence, it will be assumed that you have resigned as of your last day worked.

### **Section 3. Notice of Layoff**

- A. The Union and the Shop Steward will be notified two (2) days prior to any layoff except where conditions beyond the control of the 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 4. Leaves of Absence**

- A. In cases of established emergency, such as death in the immediate family, the Employer will grant a leave of absence for a reasonable period of time.
- B. In all cases where 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 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 5. 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 shall furnish a revised, up-to-date seniority list. Such request shall not be made more often than once in any calendar year.

### **Section 6. Promotions Outside the Bargaining Unit**

Except in the case of an employee who becomes a member of another union within the plant, any employee transferred or promoted to a position in the plant which is outside the bargaining unit shall be credited for seniority purposes with seniority at the time of his 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 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 doesn't 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 to 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.
- E. The Union Steward shall be provided a copy of relevant official Company notices or Bulletin Board Postings.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

### **Section 1. Grievance Defined**

- A. 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 or 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 foreman 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 Foreman - (Written Grievance) The Shop Steward shall take up the grievance with the immediate foreman or supervisor who will attempt to adjust the grievance and the Company will render a decision in writing within two (2) working days from the time of its 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 two (2) 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 (3) 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 five (5) 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 three (3) working days to choose an Impartial Chairman of the Arbitration Committee and to arrange for the time and place of arbitration to take place within the following seven (7) working day period.
- B. Selecting an Impartial Chairman - In the event that agreement cannot be reached on an Impartial Chairman within the three (3) working day time limit set forth in paragraph (a) above, the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) 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 U.S. Conciliation Service.

The remaining name on the panel shall automatically become the Impartial Chairman of the Arbitration Committee. This selection of the Impartial Chairman shall be made within six (6) days after the Employer and the Union members of the Arbitration Committee cannot reach agreement on an Impartial Chairman. The selection of an Impartial Chairman 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 Referred to in this article 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 grievance.
- E. Grievances regarding alleged improper discharge or layoff must be filed within three (3) 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) days from the date of occurrence or within fifteen days from the date the employee, employees or the Union first acquire, or by ordinary observation, should have acquired, knowledge of the fact or facts upon

which the grievance is based. Retroactive pay shall be limited to a maximum of thirty (30) working days except in cases of willful violation of contract, the Arbitrator may waive the thirty (30) working day limitation on retroactivity.

## **ARTICLE 13 - WORKING CONDITIONS**

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

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

When, after the employee returns to work, there is a bona fide reoccurrence 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 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 or observation of other persons such as tool and die, sheetmetal or management personnel.
- 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 eyes is such that he does not require prescription glasses.

Where an employee requires prescription glasses, he shall provide the prescription and the Employer will pay the cost of the standard safety frames and the safety lenses ground to his prescription using the optical provider contracted by the company. The full cost of replacement of frames and lenses due to work accidents shall be borne by the Employer.

- E. Adequate heat and ventilation shall be provided where practical.
- F. Any Employer requiring employees to perform welding shall furnish colored glasses for welders hoods and goggles.
- G. No employee shall be discharged or disciplined for refusing to work on a job if his refusal is based upon the claim that said job is not safe or might unduly endanger his health until it has been determined that the job is or has been made safe and will not unduly endanger his health.
- H. There shall be at least one employee representative on the Plant Safety Committee appointed by the Union.

### **Section 3. Physical Examinations**

- A. In the interest of safety and to protect the health of the employees, 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 classification and within his 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 returns to work, the Union may refer the matter to the Grievance Procedure.

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

Cost of Medical examination shall be paid by Employer.

### **Section 4. No Age Limit**

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

### **Section 5. Safety Equipment**

- A. The Company agrees to pay 100% or up to \$115.00 of the cost of approved safety shoes for all employees.
- B. Reimbursement to apply to one pair of shoes per year.

## **ARTICLE 14 - MISCELLANEOUS SUBJECTS**

### **Section 1. Assignability**

- A. Before any sale, 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 sale, 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 agrees that any employee who engages in the manufacture or repair of tools, dies, jigs, fixtures, gauges, models, and/or experimental work for a company other than the Employer without advance approval of the 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 15 - GROUP INSURANCE, HOSPITALIZATION, SURGICAL AND MEDICAL PROGRAM**

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 change in these benefits will be discussed with the Union at the earliest possible opportunity.

### **ARTICLE 16 - PENSION PROGRAM**

It is hereby understood and agreed:

- A. 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 the C.M.T.A. - Independent Tool and Die Craftsmen Association of Trust dated September 1, 1961, and will comply with the terms and conditions of said Trust and regulations issued pursuant thereto, provided however, that the Employer's rate and amount of contributions shall be subject to reduction on account of credits as prescribed in Article XI of the Trust. The Employer's sole obligation regarding pensions shall be as set forth below. The contributions shall be as follows:

First year -	March 1, 2005, \$3.55 per hour worked
Second year -	March 1, 2006, \$3.85 per hour worked
Third year -	March 1, 2007, \$4.15 per hour worked

The Pension Contribution for apprentices shall be the following percentage of the journeyman rate:

1 <sup>st</sup> 6 months - 50%	7 <sup>th</sup> 6 months - 80%
2 <sup>nd</sup> 6 months - 55%	8 <sup>th</sup> 6 months - 85%
3 <sup>rd</sup> 6 months - 60%	9 <sup>th</sup> 6 months - 90%
4 <sup>th</sup> 6 months - 65%	10 <sup>th</sup> 6 months - 95%
5 <sup>th</sup> 6 months - 70%	
6 <sup>th</sup> 6 months - 75%	

Thereafter - Journeyman Rate

- B. The Pension Plan to be adopted by the Board of Trustees shall comply with paragraph (5) and (6) of Article XVI of the collective bargaining agreement of October 16, 1961.
- C. 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 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.

- D. 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.
- E. Commencing for hours worked after March 31, 2005, the employer will contribute \$1.00 of the amount referenced in paragraph a. of this article to the CMTA – Tool and Die Craftsmen Association Pension Trust.

## **ARTICLE 17 - 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 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 Employer's rules and regulations through the grievance procedure in this Agreement.

## **ARTICLE 18 - PLANT RELOCATION AND SEVERANCE PAY**

- A. If an individual Employer covered by this Agreement:
  - 1. Closes his plant or a department or moves his plant or a dependent outside the five (5) Southern California counties, including Orange, Los Angeles, Riverside, San Bernadino, and San Diego.
  - 2. This Closing or moving results in the termination of employees; the individual Employer shall pay severance pay to terminated employees as follows:
  - 3. Less than one (1) year of continuous service - no severance pay.
  - 4. One (1) full 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.

- B. If the Employer moves his plant or a department within the five (5) Southern California 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.
- C. The Employer will pay up to three (3) premiums for the benefits set forth in Article 15 of this Agreement for employees who receive severance pay provided those employees are not covered by another Employer paid plan providing these benefits. In order to receive these benefits, the employee must furnish proof (such as his slip of unemployment compensation) within ten (10)

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

- D. The Employer shall notify the Union in writing at least sixty (60) days prior to the closing or moving of his 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 sixty (60) days notice shall not apply.

## **ARTICLE 19 - LEADPERSONS**

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

It is intended that Leadpersons shall be working Leadpersons and shall perform regular work assignments as well as having the responsibility for, and limited to, providing guidance, direction and instruction to his assigned group for which s/he shall be paid \$1.00 (one dollar) above the contract base rate of the highest classification led.

## **ARTICLE 20-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. Written Notice**

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. Implementation**

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. Removal**

Once disciplinary action has been taken and the problem corrected, within (12) months of the action taken, the disciplinary step of progressive counseling will be removed.

## **Section 6. Arbitration**

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

### **ARTICLE 21 - 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 preceeding 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 changes 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 minimal expenditures, be provided by Employer to the Union for purposes of implementing this section 4 and how such information shall be transmitted.

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

- G. The employer will provide for voluntary payroll deduction with the proper authorization to the CWA Savings & Retirement Trust, and to CWA COPE PCC.
- H. 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 22 – 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 23 – SICK PAY**

- A. Sick pay allowance, as hereinafter provided, shall be for the primary purpose of assuring employees the equivalent of their full pay for absences from work due to sickness, disability, and/or injury up to a maximum of six (6) days per year.
- B. A new employee, after date of hire, shall acquire one (1) day of sick pay credit after two (2) month's employment. Thereafter, such new employee shall acquire one (1) additional day of sick pay credit for each additional two (2) months employment. Any month during which the employee is not paid a minimum of one hundred and twenty (120) straight time hours will not be counted for accrual of sick pay credit.
- C. Between December 1<sup>st</sup> and December 15<sup>th</sup> of each year, employees shall be paid for any unused sick pay allowance in excess of fifteen (15) days then standing to the credit of such employee.
- D. Terminating employees, at the time of termination, shall be paid any accrued and unused sick pay credit.

#### **ARTICLE 24 – DURATION OF AGREEMENT**

- A. This agreement shall become effective March 1, 2005, and will remain in full force and effect until February 28, 2008.
- B. In the event either party gives written notice of his desire to amend or modify this Agreement, the parties shall meet no later than forty-five (45) days prior to the anniversary date for the purpose of negotiating the desired amendments of 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 provisions of this Agreement be tendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree 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 hourly rate of pay or in his 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 February 17, 2005

FOR THE EMPLOYER  
SIMPSON STRONG-TIE CO., INC.  
BREA BRANCH

\_\_\_\_\_  
Dave Bastian  
General Manager

\_\_\_\_\_  
Paul Larsen  
Plant Manager

FOR THE UNION  
COMMUNICATIONS WORKERS OF AMERICA

\_\_\_\_\_  
William B. Harvey  
Secretary/Treasurer

\_\_\_\_\_  
Libby Sayre  
International Representative

\_\_\_\_\_  
Terrence Laufer  
Chief Shop Steward

**APPENDIX A - WAGES**

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

Effective Date	Tool & Die Maker	Machinery Repairman	Helper
March 1, 2005	\$28.45	\$26.55	\$20.54

March 1, 2006	\$29.15	\$27.25	\$21.24
March 1, 2007	\$29.80	\$27.90	\$21.89

The Shift Premium for Tool and Die Maker or Machinery Repairman shall be \$1.00 (one dollar) per hour.

Shift Premium for Apprentices shall be a percentage of the Tool & Die Rate.

**Section 2. Red Circle Classification**

- A. The Union and Employer agree that there may be Tool & Die Union members governed by this contract whose skills and abilities fall outside of those of a journeyman tool and die maker or machinery repairman, and who deserves compensatory recognition.
- B. Any Tool and Die member who is paid a straight time hourly rate of pay higher than provided by his (her) job classification shall be known as a “red circle” rated employee. The reason for the “red circle” rate shall be identified and documented with the individual employee. If the reason for the “red circle” rate changes, the employee may lose the “red circle” rate. The employee will have recourse to the Grievance Procedure.

**APPENDIX B - JOB CLASSIFICATIONS**

**TOOL AND DIE MAKER:**

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

His primary function is to design, produce, inspect, repair or maintain, plan or alter within the required tolerances, with or without drawings, tools, templates, gauges, jigs, fixtures, metal patterns, cavity work on plastic, die casting and synthetic molds, precision measuring instruments, and all types of dies for forming, drawing, forging, and stamping. He builds special machines which require special tooling and maintains only the special tooling as designed in our certification. He may also do appropriate work on models, development, experimental, surface plate and bench work normally and usually performed by a Tool and Die Craftsmen.

He 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.

**MACHINE REPAIRMAN:**

A qualified Journeyman who is regularly assigned to repair, overhaul and maintain existing machinery and/or equipment used in the operation of the Employer’s plant and make such parts therefore as are within his capacity and ability and who, in the course of his employment, works with the aid of hand or machine tools, with or without drawings, laying out his work when necessary, setting up machines and working to specified tolerances.

A regularly employed Machine Repairman may be required to move, dismantle, assemble and install machinery and/or equipment in the Employer’s plant.

A regularly employed Machine Repairman may be required to service, dismantle, maintain, and repair machinery or equipment outside the Employer’s plant, where machinery is leased, sold or serviced by the Employer.

**MACHINERY REPAIR HELPER:**

A maintenance employee who works at the direction and under the supervision of a maintenance leadman or a qualified machinery repair journeyman to assist in repairing, overhauling, maintaining, and installing machinery, as necessary. Will work independently on tasks related to safety inspection and preventative maintenance, at the direction of the maintenance leadperson.

**APPENDIX C - ATTENDANCE INCENTIVE PROGRAM**

The intent of the attendance incentive program is to reward employees for having perfect attendance during each quarter of the year.

The award amount shall be a day off with pay or a day's pay.

- a. An employee shall be considered as being eligible for not missing any regular time that has not been Company approved in the previous three (3) months. The days are accumulative for the year, then must be taken or paid.
- b. April 1, July 1, October 1, and January 1 shall be used for the purpose of computing the previous three (3) months period.
- c. The exceptions for perfect attendance will be limited to vacations, funeral leave, jury service, holidays, one sick day per two (2) month period and one day of lost time for each industrial injury per quarter excluding the day of the injury.

**OFFICIAL MINUTES NUMBER ONE**

Subject: Employer Liability for Employees' Personal Hand Tools

The firms covered by this Agreement were notified by letter on April 1, 1968, and again on June 1, 1977, about the abovenoted subject.

Dated April 1, 1977

FOR THE EMPLOYER

FOR THE UNION

/s/ John B. Richards

/s/ Philip H. Weir

**OFFICIAL MINUTES NUMBER TWO**

Subject: Special Tooling

Special tooling is defined as any tool, die, jig, fixture that participates in the handling, aligning, feeding, rejecting, altering and assembling of production parts or parts in a machine.

Dated April 28, 1971

FOR THE EMPLOYER

/s/ John B. Richards

FOR THE UNION

/s/ Philip H. Weir

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