

**INDEPENDENT AGREEMENT**  
**between**  
**SIMPSON STRONG-TIE CO., INC.**  
**(RIVERSIDE BRANCH)**  
**and**  
**THE COMMUNICATIONS WORKERS OF AMERICA**  
**effective**  
**MARCH 1, 2021— FEBRUARY 28, 2025**

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This Agreement is between SIMPSON STRONG-TIE COMPANY, INC. (RIVERSIDE 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 Lead Persons 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. The Company must notify the CWA when any CWA member transferring to another Union, within or outside the Riverside Branch, no less than one week prior to the effective date of transfer. Emergency situations may arise and will be handled rapidly, providing that they are confirmed to be bona fide emergencies.

## **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 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 of the name, address, social security number, classification and date of hire within three (3) business 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 biweekly. 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. 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 or current household member. Immediate family shall be spouse, children, grandchildren, mother, father, brother, sister, mother-in-law, father-in-law, brother/sister-in-law, adopted child or stepchild, and grandparents. Current household member shall be verified by official documents (school records, court documents, custody records) demonstrating this person has been residing in the home of the specific Union Member.

F. 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:

- 1st 6 months — 60%
- 2nd 6 months — 65%
- 3rd 6 months — 70%
- 4th 6 months — 75%
- 5th 6 months — 80%
- 6th 6 months — 85%
- 7th 6 months — 90%
- 8th 6 months — 95%
- 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 two (2) 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 6:00 a.m. and 2:30 p.m., or between the hours of 2:30 p.m. and 11:00 p.m. for second shift; forty (40) hours shall constitute a week's work.

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.

E. Employees shall clock out at the start of their lunch period and clock back in at the end of their lunch period and before resuming work. Employees shall not perform any work during their unpaid lunch period.

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

A. First or regular day shift - A consecutive eight (8) hour period, starting between 3:30 a.m. and 9:00 a.m., exclusive of a lunch period on the employee's time.

B. Where two shifts are worked - Second or regular swing shift shall consist of a consecutive eight (8) hour period, starting between 10:00 a.m. and 5:00 p.m., exclusive of a 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 1/2) for the 9th and 10th hours worked, Monday through Friday as regularly scheduled. All other overtime shall be at double time (2).

- a) Hours worked in excess of an employee's first eight (8) hours but less than the first ten (10) hours in any single work day, less an unpaid meal period of not less than one-half (1/2) hour, in said single work day shall be paid as overtime at the rate of time and one-half (1-1/2) the employee's regular rate of pay.
- b) b) All hours worked in excess of ten (10) hours in any one (1) day for any CWA Members shall be paid for at the rate of double time (2 for 1) provided the employee has been paid forty (40) hours in any one (1) week.

c) All work on Saturday shall be paid for at the rate of time and one-half (1-1/2); all work on Sunday shall be paid for at the rate of double time (2 for 1) provided the employee has been paid the appropriate hours in any one (1) week. Overtime and double time hours do not "pyramid", meaning that any hours worked at overtime or double time rates do not count toward the US Federal FLSA overtime threshold of 40 hours

- 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
- 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 p.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. Transportation shall be provided or allowed. 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 eleven (11) paid holidays:

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

THANKSGIVING

FRIDAY AFTER THANKSGIVING

CHRISTMAS EVE

CHRISTMAS DAY

NEW YEAR'S DAY

(2) FLOATING HOLIDAY\*

COMPANY INITIATED HOLIDAY\*\*

(\* ) Floater Holiday treated as a vacation day, which will be used throughout the year with prior management approval.

(\*\* ) The Company initiated Holiday will be decided by mutual agreement between the Company and the Union.

The Company Initiated Holiday(s) will be decided by mutual agreement between the Company and the Union.

### **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 last regularly scheduled workday prior to and the first regularly scheduled workday following the holiday. An employee who is absent from work, who is tardy to work, or leaves early from work and whose absence, tardiness, or leaving early is legally protected shall be eligible for payment of recognized holidays. Extenuating circumstances may be taken under consideration by the Company on a case by case and non-precedent setting basis.

C. Holiday pay shall be eight (8) hours pay at the appropriate rate, for all holidays falling on a regularly scheduled work day. Holiday pay shall be eight (8) hours pay at the appropriate rate for holiday falling on a Monday or Friday not regularly scheduled.

### **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 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 proceeding 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 Company shall adhere to the principle of paid vacations each year as follows:

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

One (1) week of vacation after (6) months of service (Vacation payout only eligible after one year of employment), Two (2) weeks of vacation after two (2) years of service. Three (3) weeks of vacation after five (5) years of service. Four (4) weeks of vacation after fifteen (15) years of service. \*Even though the fifth week of vacation is eliminated by the Agreement executed from 2014 through February 28, 2017, the employees who had qualified for the fifth week of vacation during the last agreement shall be grandfathered during the term of this Agreement and they shall continue to receive five (5) weeks.

B. Each employee shall be considered as being eligible for vacation for each completed year, starting from the anniversary date of his/her employment, in which he/she has worked, or been compensated as defined as wages for straight time or overtime, paid directly by the employer, for a minimum of fifteen hundred (1,500) hours for the Company.

Eligibility for the use of vacation shall commence on the anniversary date of employment.

Employees shall be required to take vacation each year for the purpose of rest and relaxation. In no instance shall he/she receive vacation pay in lieu of time off, except when an employee, due to lay off or disability, has lost time in the amount equal to or more than his/her eligible vacation time. Employees may elect to use up to forty (40) hours of their accrued vacation in four (4) or (8) hour increments, provided that said incremental vacation time off is requested at least twelve (12) hours in advance of an employee’s start time. The advance notice is not required in the case of a verifiable and bona fide emergency. An additional forty (40) hours of accrued vacation in the second year will be available for use in four (4) or eight (8) hour increments provided that such time is requested from the Company not less than one (1) week in advance. All remaining vacation must be taken in minimum one (1) week, forty (40) hour increments.

A maximum of two (2) weeks of vacation may be carried over into the following year-

<b>Accumulation of Vacation:</b>					
Months / Years of Svc:	Years of Svc in hours:	Day to Day	Week to Week	Block Day	Total:
6 mos-1	1040 < 2080	5 days	N/A	N/A	5 days; 40 hours
2-4	4160 < 10,400	5 days	5 days	N/A	10 days; 80 hours
5-14	10,400 < 29,120	5 days	5 days	5 days	15 days; 120 hours
15+	> 31,200	5 days	5 days	10 days	20 days; 160 hours
GF 20+	41,600 +	5 days	5 days	15 days	25 days; 200 hours

<b>Usage:</b>		
Day to Day	Week to Week	Block Day
<b>4 hours and/or</b>	4 to 8 hours and/or	5 days and/or
<b>8 hours</b>	1 week in advance	1 week in advance

VACATION CATEGORIES DEFINED:

Vacation Day to Day: shall be used in 4 to 8 hour increments with at least 12-hour notice

Vacation Week to Week: shall be used in 8 hour increments with pre-approval by management or at least one week's notice.

Vacation Block Day: shall be used in 40 hour increments with pre-approval by management or at least one week's notice.

Day to Day and Week to Week days unused with in the allotted carry over amount shall be added to block days and used in that manner.

An eligible employee who is laid off, terminated, quits, or is inducted into the Armed Forces of the United States, shall be paid accrued vacation at the time of such incident. The amount of 1/12 of one (1), two (2), three (3) or four (4) weeks of vacation pay for each month of service, as it bears to the years of service from the date of employment, in which the employee has averaged at least one hundred twenty (120) hours worked, or paid each month.,

All Federal and California laws will be recognized, and followed, when applicable and may at times supersede the terms of the collective bargaining agreement.

C. 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.

D. Employees temporarily assigned to another shift (a temporary assignment is defined as thirty (30) working days or less) immediately prior to June 30th 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 sixty (60) 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 ninety (90) calendar days of employment without recourse to grievance procedure. By mutual agreement between management and the union, the probation period can be extended up to 30 days. After 60 days, new employees will receive a review from management. Any grievance or matters other than competency or ability, which do not involve dismissal of an employee, shall be subject to grievance procedure. Seniority for each employee shall start after he/she has completed his/her trial period and will date back to the beginning of his/her current employment.

B. An employee's seniority is defined as his length of continuous service with the Employer consistent with the agreements contained within this document. 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.

6. Current employees that were laid off prior to 2012 and rehired as of (ratification date), will have their time of service bridged with their previous time of employment, immediately after ratification of this agreement. This time bridged/seniority will only apply to the Article 9 of this Agreement.

### **Section 2. Loss of Seniority.**

Continuous service shall be broken and recall rights/continued employment 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 reason 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.

Upon written application by an employee, and approval by the Company and the Union, a personal leave of absence without pay, may be granted by the Company to any employee not more than once in a twelve (12) month period, for a period not to exceed three (3) months.

- 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.

### **ARTICLE 11. UNION REPRESENTATIVE**

#### **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 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 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, sheet metal 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 welder's 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.

## **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. Past Practices**

All past practices, whether written or oral, existing prior to the effective date of this Agreement are terminated, as of the effective date of this Agreement unless they have been reduced to writing and expressly incorporated into the terms of this Agreement.

### **Section 4. 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. The Employer agrees to provide a copy of applicable Benefit or Employee cost changes to the Union Steward within 5 days of the Employer announcing such changes.

**ARTICLE 16. PENSION PROGRAM**

Year	Current	3/1/2021	3/1/2022	3/1/2023	3/1/2024
Rate	\$4.75	\$4.80	\$4.90	\$5.00	\$5.05

It is hereby understood and agreed:

A. The parties understand and agree that as of March 1, 2014, the Employer shall cease making contributions to the CMTA-Independent Tool and Die Craftsmen Association Pension Trust with the intent and effect of accomplishing a partial or complete withdrawal from the CMTA Pension Plan.

B. Effective on March 1, 2021, the Employer shall direct a contribution of Four Dollars and Eighty Cents (\$4.80) for each straight time hour of work or compensated time compensated as defined as wages for straight time or overtime, paid directly by the employer, up to a maximum of Two Thousand Five Hundred (2500) hours in a calendar year to the CWA Savings & Retirement Trust, a defined contribution plan.

The Pension Contribution for apprentices and helpers shall be at 80% from the table above.

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.

**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. Members of Management shall have the authority to trouble shoot or diagnose mechanical or electronic problems in the presence of a Union Member who will be in training to acquire that skillset Over a reasonable time, the Union Member and the Manager will transfer the skill set and responsibility to the Union Member. 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 Employer shall also have the right to promulgate and/or amend reasonable rules and regulations that do not conflict with this Agreement and to consistently apply and enforce same, provided the Union has been given reasonable notice of said rules and regulations and/or any changes therein. The Union reserves the right to protest the reasonableness and/or contractual impermissibility of the Employer's rules and regulations through the grievance procedure in this Agreement.

**MANAGEMENT RIGHTS:**

The Company shall have sole and exclusive right to direct and manage all of the Company's facilities and work forces, unhampered and unconfined in any way whatsoever, except as such complete freedom may be limited by this Agreement. Likewise, the Company shall have the right to promulgate and/or amend reasonable policies, rules and regulations that do not conflict with this Agreement and to consistently apply and enforce same, provided the Union has been given reasonable notice of said rules and regulations and/or any changes therein. **To the extent that the Company's policies, rules and/or regulations conflict with this Agreement, this Agreement shall take precedence over**



**same.** The Union reserves the right to promptly protest the reasonableness and/or contractual impermissibility of the Employer's rules and regulations through the grievance procedure in this Agreement. Subject to the Union's grievance over a new policy, rule and/or regulation at the time that the Union is put on notice of it, the Company may consistently apply and enforce said policies, rules and/or regulations. The Union also here by acknowledges that before it entered into this Agreement, it was been put on notice and received copies of the following Company policies, rules and regulations: the Company's General Policies, Drug/Alcohol Policies with State Addenda, Policies Against Sexual/Workplace Harassment, Work and Safety Policies, IT End User Policy, Walkie Talkie Procedure, Insider Trading Policies, Standard Trade Secrets, Inventions, and Confidential Information Protection Agreement, Vehicle Usage Guidelines, Riverside Attendance/Call-In Policy, The US Time Off and Leaves of Absence Policy, and the Pay and Timekeeping Policies. The Union further acknowledges and understands that it is the Employer's has put in place a Workday HRIS system which the bargaining unit shall utilize.

#### **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 reduces workforce, or a dependent facility outside the five (5) Southern California counties, including Orange, Los Angeles, Riverside, San Bernardino, 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 - One week's 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**

Lead persons will be selected and specifically assigned as needed by the Employer. It is intended that Lead persons shall be working Lead persons and shall perform regular work assignments as well as having the responsibility for, and limited to, providing guidance, direction and instruction to his/her assigned group for which she/he shall be paid \$1.50 (one dollar and fifty cents) 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/Shop Steward 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 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 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 its having performed the employer's 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 of up to a maximum of six (6) days per year shall be provided by the Company and used by the employees for the sole purpose of assuring employees the equivalent of their straight time pay and applicable shift premium, if any, for previously unapproved and unavoidable absences from work due to sickness, disability, wellness visits or injury of/to the employee or the employee's immediate family. Sick time may be taken in increments of two (2) hours.

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 until Jan. 1st following one year of service.

On January 1st of each year, a new total sick pay allowance of six (6) days per year shall be established for the employee's use during the ensuing year, provided such employee has one (1) year of continuous employment with the Company. If an employee uses the entire six (6) days of sick leave, or any portion thereof, and subsequently quits prior to November 1st of that year, the Company is entitled to withhold, from his/her final paycheck all paid but unearned sick leave benefits.

Full pay at straight time for the employee's regular rate shall be paid for each regular work day's absence for which sick pay is due, including shift premium, when appropriate.

C. Between December 1st and December 15th of each year, employees shall be paid for any unused sick pay allowance in excess of eight (8) days then standing to the credit of such employee, meaning only 2 days of sick time can be carried over and added to the six (6) sick days that are given on January 1<sup>st</sup> of each year.

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, 2021, and will remain in full force and effect until February 28, 2025.  
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 \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_

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

\_\_\_\_\_ Andre El-Khoury, Plant Manager

\_\_\_\_\_ Ahmet Ogut, Plant Superintendent

\_\_\_\_\_ Andrea De Corte, Controller

\_\_\_\_\_ Helenia Driscoll, HR Generalist

FOR THE UNION: COMMUNICATIONS WORKERS OF AMERICA

\_\_\_\_\_ Decovan Rhem, CWA President

\_\_\_\_\_ Jason Montgomery, Bargaining Chair

\_\_\_\_\_ Paul Morris, Bargaining Committee

\_\_\_\_\_ Ramon Rodriguez Jr., Bargaining Committee

## Section 1. Classification and Rates of Pay

### APPENDIX A – WAGES

Title	Current	3/1/2021	3/1/2022	3/1/2023	3/1/2024
Machine Repair Worker	\$31.83	\$32.78	\$33.73	\$34.68	\$35.63
Building Maintenance Mechanic	\$31.83	\$32.78	\$33.73	\$34.68	\$35.63
Tool and Die Maker	\$33.88	\$34.88	\$35.88	\$36.88	\$37.88
Machinery Repair Helper	\$25.42	\$26.22	\$26.98	\$27.74	\$28.50

Newly hired helpers shall be paid in accordance with the following progression:

At the time of hire any new employee will start at 65% of the Machine Repair Helper rate of pay until the next anniversary of the contract. Then During Year 1 of employment – 70% of the Fully Progressed Helper Rate. Then during Year 2 – 80% during Year 3 – 90%. Thereafter – The Fully Progressed Helper Rate. The Shift Premium shall be \$1.00 (one dollar) per hour.

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#### 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 repair worker, 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/She must be able, when directed by the Employer, to perform any work required of a skilled Tool and Die Craftsmen.

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, 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/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.

### **MACHINE REPAIR WORKER:**

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/her capacity and ability and who, in the course of his/her employment, works with the aid of hand or machine tools, with or without drawings, laying out his/her work when necessary, setting up machines and working to specified tolerances. A regularly employed Machine Repairperson may be required to move, dismantle, assemble and install machinery and/or equipment in the Employer's plant. A regularly employed Machine Repairperson 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. May assist other Building Maintenance Mechanics as needed.

**MAINTENANCE MACHINERY REPAIR HELPER:** A maintenance employee who works at the direction and under the supervision of a maintenance headperson 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 lead person.

### **BUILDING MAINTENANCE MECHANIC:**

The primary role of the facility maintenance worker is to ensure asset reliability for all facility related items including but not limited to 1) inspection and repair of items such as interior lights, exterior lights, soap dispensers, plumbing, toilets, urinals, paper dispensers, walls, ceiling tiles, floors, doors, paint, wall coverings, drains, downspouts, roof, etc.; 2) inspect, clean, and maintain items such as A/C units, entrances, walkways, picnic tables, parking areas, shipping yard, generator, utility rooms, meeting rooms, electrical rooms, storm drains, gates, all staplers, label applicators, carton sealers, air distribution system, greasing equipment, gym & equipment, etc.; 3) perform inspections of fire extinguishers, eye wash stations, first aid stations, first aid room, etc.; and 4) may assist other Maintenance Mechanics as needed.

**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 above noted 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 FOR THE UNION

/s/ John B. Richards /W Philip H. Weir

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