



International Brotherhood of Teamsters Economics and Contracts Department Agreement Summary Report

Local
0986

Joint Council
42

Area Region
WRT

Contract Number
2009-04059-000

Employer Number
004098501

Subsidiary Number
057993990

D and B Ultimate No
786533117

Company **DAVIS WIRE CORPORATION**

Division

Location 5555 IRWINDALE AVENUE
IRWINDALE, CA 91706

Parent HEICO COMPANIES LLC

Effective 4/1/2009
Expiration 11/30/2012

First Agmt
Members



93

SIC **Description**
3315 STEEL WIRE AND RELATED PRODUCTS

NAICS

Trade Division INDUSTRIAL TRADES DIVISION
I1 MANUFACTURING (NOT COVERED BY OTHER DIVISIONS)

Local Master Agmt **National Master Agmt**

Remarks:

Bargaining Unit:

KOJ Code	Job Description
502	DRAWER, WIRE
509	BALER, WIRE
639	MAINTENANCEMAN
921	HANDLER, FORK TRU
922	WAREHOUSEMAN

Contract Language

More Jobs?





AGREEMENT SUMMARY SHEET

2009-04059

Return the completed form to: Agreements Section
Research Department
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, D.C. 20001

LOCAL # 986

TITAN Employer Number 004098501-01

Complete name and worksite address of employer
(include division name) 3315

Davis Wire 41

5555 Irwindale Ave.

Irwindale, CA 91745

05-799-3990

Parent company name (if known)

Heico 78-6533117

Description of work/business performed at the
location under agreement (i.e. bakery, grocery ware-
house, electronics manufacturer, school, etc.)

warehouse, manufacture

Effective date 4/1/2009

Expiration date 11/30/2012

Is this the first agreement? ☐ YES ☒ NO

Bargaining unit size 93

Is this employer signed to a national, regional, local
or company master agreement? ☐ YES ☒ NO

If so, what agreement and supplements?

Does this employer do business under a different
name? ☐ YES ☒ NO

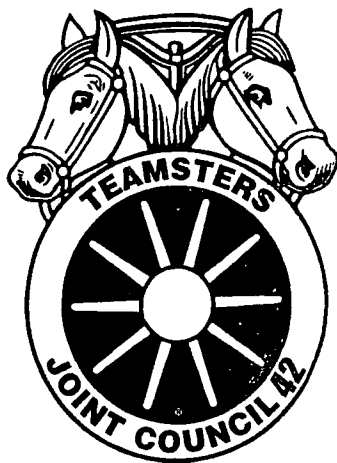
If so, what name?

Please check the appropriate trade division or
industry for this employer:

- ☐ Carhaul
- ☐ Bakery and Laundry Conference
 - ☐ manufacturing
 - ☐ wholesale
 - ☐ laundry
- ☐ Building Material and Construction Trade Division
 - ☐ general construction agreements
 - ☐ waste/recycling/scrap
 - ☐ building materials manufacturing
 - ☐ building materials distribution and retail
 - ☐ moving and storage
- ☐ Dairy Conference
 - ☐ manufacturing
 - ☐ wholesale/distribution
- ☐ Freight Division
- ☐ Industrial Trades Division
 - ☐ manufacturing
 - ☐ car/truck rental
 - ☐ automotive related industries
 - ☐ parking industry
- ☐ Airline Division
- ☐ Motion Picture and Theatrical Trades Division
- ☐ Newspaper, Magazine and Electronic Media Division
- ☐ Port Division
- ☐ Parcel and Small Package Division
- ☐ Trade Show and Convention Division
- ☐ Brewery and Soft Drink Workers Conference
 - ☐ manufacturing
 - ☐ distribution
- ☐ Tank Haul Division
- ☐ Public Services Division
 - ☐ state, county, local and regional authorities
 - ☐ federal agreements
 - ☐ schools
 - ☐ bus drivers for schools (private)
 - ☐ healthcare
- ☐ Warehouse Division
 - ☐ general warehouse agreements
 - ☐ distribution or grocery agreements
 - ☐ food processing agreements
- ☐ none



AGREEMENT
BETWEEN
TEAMSTERS UNION
LOCAL 986



AND

DAVIS WIRE CORPORATION

APRIL 1, 2009—NOVEMBER 30, 2012

Revised June 17, 2009

A G R E E M E N T

Between

DAVIS WIRE CORPORATION

And

TEAMSTERS LOCAL 986

Term of Agreement

April 1, 2009 – November 30, 2012

TABLE OF CONTENTS

ARTICLE 1 - UNION SECURITY	3
1.1 Sole Representative.....	3
1.2 Union Membership.....	3
1.3 Notice to Union.....	3
1.4 Notice to Company.....	3
ARTICLE 2 - RETAINED RIGHTS AND MANAGEMENT PREROGATIVES	3
2.1 Discharge for Cause.....	3
2.2 Management.....	3
2.3 Arbitrability.....	3
2.4 Work Rules.....	3
ARTICLE 3 - CHECK OFF AND INDEMNIFICATION.....	4
3.1 Authorized Deductions.....	4
3.2 Indemnification.....	4
ARTICLE 4 - WORK STOPPAGE AND OTHER LABOR DISPUTES.....	4
ARTICLE 5 - NO REDUCTION	4
ARTICLE 6 - JOB EVALUATION	4
6.1 Methods of Job Evaluation.....	4
6.2 Job Descriptions.....	4
ARTICLE 7 - INCENTIVES.....	4
7.1 Installation and Maintenance of Incentives.....	4
7.2 Changes.....	5
7.3 Incentive Committee.....	5
7.4 Break-in Period.....	5
7.5 Three Machine Set.....	6

ARTICLE 8 - GRIEVANCE PROCEDURE	6
8.1 Steps for Processing Grievances	6
8.2 Time Limits.....	7
ARTICLE 9 - HOLIDAYS.....	8
9.1 Paid Holidays.....	8
9.2 Observed, But Unpaid Holidays.....	8
9.3 Day of Recognition.....	8
9.4 Holiday Pay for Holidays Not Worked.....	8
9.5 Pay for Holidays Worked.....	8
9.6 Eligibility for Holiday Pay.....	8
9.7 Scheduled Shifts.....	8
9.8 Holidays During Layoff.....	9
9.9 Disability.....	9
9.10 Posting.....	9
ARTICLE 10 - VACATIONS	9
10.1 Eligibility.....	9
10.2 Scheduling.....	9
10.3 Proration on Termination.....	10
10.4 Payment.....	10
10.5 Continuity of Service.....	10
10.6 Vacations to be Taken During Fiscal Year.....	10
10.7 Scheduling of Fourth Week.....	10
10.8 Holiday During Vacation.....	10
10.9 Transfer.....	10
10.10 Separate Checks.....	10

ARTICLE 11 - SICK LEAVE	11
11.1 Eligibility.....	11
11.2 Accumulation.....	11
11.3 Method of Payment.....	11
11.4 Medical Examinations.....	12
11.5 Absenteeism.....	12
ARTICLE 12 - LEAVE OF ABSENCE.....	12
12.1 Requests.....	12
12.2 No Loss of Seniority.....	12
12.3 Continuation of Benefits.....	12
12.4 Return Date.....	13
12.5 Notice of Return.....	13
12.6 Other Employment.....	13
ARTICLE 13 - SENIORITY	13
13.1 Definition.....	13
13.2 Scope.....	13
13.3 Factors.....	13
13.4 Termination of Seniority.....	13
13.5 Application of Seniority After 72 Hours.....	14
13.6 Consideration of Seniority.....	14
13.7 Probation Period.....	14
13.8 Effective Date of Seniority.....	14
13.9 Layoffs.....	14
13.10 Information to be Provided.....	15
13.11 Recall.....	15

13.12	Transfers Out of Bargaining Unit	15
13.13	Lead Persons	15
ARTICLE 14 - JOB BIDDING		15
14.1	Openings Within a Classification	15
14.2	Job Posting	15
14.3	Vacancies Not Filled	16
14.4	No Vacancy	16
14.5	Trial Period	16
14.6	Selection Criteria	17
14.7	Permanent Jobs	17
14.8	Job Requirements	17
14.9	Eligibility to Bid	17
14.10	Qualifications	17
14.11	Craft Tests	17
14.12	Unfilled Vacancies	17
14.13	Cross Training	17
ARTICLE 15 - UNION BUSINESS REPRESENTATIVES AND PLANT SHOP STEWARDS		17
ARTICLE 16 - POSTING OF NOTICES		17
ARTICLE 17 - JOB CLASSIFICATION AND WAGE RATES		18
ARTICLE 18 - TEMPORARY ASSIGNMENT		18
18.1	No Reduction	18
18.2	Temporary Transfer of Incentive Employees	18
18.3	Bidding Procedure	18
18.4	Temporary Assignments in Excess of 30 Days	18
ARTICLE 19 - JURY DUTY		18

19.1	Pay for Jury Duty.....	18
19.2	Jury Service Examination.....	19
19.3	Deferment.....	19
19.4	Employees Under Subpoena.....	19
ARTICLE 20 - HOURS OF WORK AND OVERTIME.....		19
20.1	Hours of Work.....	19
20.2	Overtime.....	19
20.3	Shift Hours.....	20
20.4	Graveyard Shift.....	20
20.5	Shift Premium.....	21
20.6	On-Duty Meal Period.....	21
ARTICLE 21 - REPORTING AND CALL IN ALLOWANCES.....		21
21.1	Reporting Allowance.....	21
21.2	Call In Allowance.....	21
21.3	Call Back Allowance.....	22
21.4	Early Call In.....	22
21.5	Industrial Injury.....	22
21.6	Special Provisions.....	22
21.7	Employee Responsibility.....	22
21.8	Notice of Absence or Late Arrival.....	22
21.9	Call Back.....	22
21.10	Light Duty.....	22
ARTICLE 22 - SAFETY AND HEALTH.....		22
22.1	Safety Equipment.....	22
22.2	Safety Committee.....	23

ARTICLE 23 - TEAMSTERS SUPPLEMENTAL INCOME 401(k) PLAN	23
23.1 Participation	23
23.2 Contributions.....	23
ARTICLE 24 - HEALTH AND WELFARE PLANS	23
24.1 Applicable Plans.	23
24.2 Premium Costs.....	23
24.3 Change of Carriers.	24
ARTICLE 25 - PENSION PLAN.....	24
25.1 Base Contribution	24
25.2 PEER.....	24
25.3 Computation of Time Period.	24
25.4 Monthly Payments.....	24
25.5 Increased Pension Contributions.....	24
ARTICLE 26 - DEATH BENEFIT PLAN.....	25
26.1 Contributions.....	25
26.2 Reserves.....	25
26.3 Commencement of Payments.	25
ARTICLE 27 - LIFE INSURANCE	25
ARTICLE 28 - BEREAVEMENT/FUNERAL LEAVE	25
28.1 Bereavement/Funeral Leave.....	25
28.2 Bereavement/Funeral Pay.....	25
ARTICLE 29 - FAMILY LEAVE.....	25
ARTICLE 30 - NONDISCRIMINATION CLAUSE.....	26
30.1 Application of Agreement.....	26
30.2 Gender Reference.....	26

ARTICLE 31 - GENERAL.....	26
31.1 Severability.....	26
31.2 Negotiations to Conform With Law.....	26
31.3 Effect of Captions.....	26
ARTICLE 32 - TERM OF AGREEMENT	26
32.1 Duration	26
32.2 First Option.....	26
32.3 Second Option.....	26
32.4 Agreement to Remain in Effect	27
32.5 Termination Notice.....	27
32.6 Termination of Rights and Obligations.....	27
APPENDIX A JOB CLASSIFICATIONS AND WAGE RATES.....	28
APPENDIX B CLASSIFICATIONS RECOGNIZED FOR JOB BIDDING PURPOSES.....	32
APPENDIX C -1 HEALTH AND WELFARE, DENTAL AND VISION AND/OR PRESCRIPTION DRUG PLAN.....	33
APPENDIX D LETTER OF UNDERSTANDING - TROUBLE-SHOOTING BY FOREMAN.....	35
APPENDIX E MEMORANDUM OF AGREEMENT WITH RESPECT TO SHIFT PREMIUMS, SHIFT ROTATION, TOOL ALLOWANCE AND MAINTENANCE LUNCH SCHEDULE.....	36
APPENDIX F DRUG AND ALCOHOL TESTING PROCEDURES AND POLICY.....	38
APPENDIX G SPECIAL SCHEDULE.....	51

NOTICE TO ALL MEMBERS

If you become unemployed in the jurisdiction of the Local Union, you will be issued a withdrawal card on request providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal card is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal card from the Local Union office.

This Agreement is made by and between DAVIS WIRE CORPORATION, Irwindale, California, hereinafter referred to as the Company, and TEAMSTERS LOCAL 986, hereinafter referred to as the Union.

WHEREAS, the Union represents all production, maintenance and shipping employees at the Company's plant located at 5555 Irwindale Avenue, Irwindale, California 91706.

NOW, THEREFORE, the parties agree that the bargaining unit shall consist of all production, maintenance and shipping employees at the above-mentioned plant in Irwindale, California.

The Union, party to this Agreement, shall conduct negotiations for any subsequent collective bargaining agreements with the Company. To promote harmonious relationships between the Company, its employees and the Union, and more effective administration of this Agreement, the Union and the Company shall establish a joint committee consisting of representatives of management and a Business Agent from the Local, which shall meet quarterly.

ARTICLE 1 - UNION SECURITY

1.1 **Sole Representative.** The Company recognizes the Union as the sole collective bargaining representative for all bargaining unit employees who are presently employed and subsequently hired by the Company at the above mentioned location in Irwindale, California.

1.2 **Union Membership.** All employees covered by this Agreement and all employees subsequently hired must become members of the Local Union having area jurisdiction and remain members of such Union in good standing after thirty-one (31) days from date of hire or date of execution of this Agreement, whichever is later, as a condition of employment.

1.3 **Notice to Union.** The Company agrees within seven (7) days of the date of hiring to notify the Union of the name or names of all persons hired.

1.4 **Notice to Company.** The Union agrees that written notice shall be given to the Company at least five (5) working days before any regular employee is to be removed from his employment by reason of his failure to maintain his membership in good standing in the Union.

ARTICLE 2 - RETAINED RIGHTS AND MANAGEMENT PREROGATIVES

2.1 **Discharge for Cause.** It is mutually agreed that the Company reserves the right to discharge any employee for sufficient and proper cause; provided, however, that no employee be discharged or discriminated against for upholding Union principles and taking part in normal Union activities. Copies of all warning notices, suspensions, or discharges shall be timely forwarded to the Union.

2.2 **Management.** Except as limited or modified by the specific terms contained in this Agreement, the management of the Company and the direction of the working force and Company operations is the sole and exclusive function of the Company. This shall include the control of the use of the physical plant, building, equipment and other property of the Company; to change, schedule, revise or improve production methods, equipment and facilities; to study, evaluate and introduce new production methods, equipment or facilities; to introduce new methods, equipment or facilities; to introduce new products and facilities or to change existing products, methods or facilities. The Company shall have the right, upon serving thirty (30) days' prior written notice upon the Union, to: outsource functions, operations, or the manufacturing of particular products or product lines, or any maintenance or service activities related to any functions, operations, processes, or manufacturing operations; and to relocate equipment, production activities, parts and inventory to any other plants or facilities owned by the Company or any related entities, or to production sources not owned by or related to the Company.

2.3 **Arbitrability.** These rights, powers and authorities of the Company shall not be subject to negotiation or arbitration except that the explicit limitations and restrictions are subject to negotiation or arbitration to the extent expressly provided in this Agreement.

2.4 **Work Rules.** The Company also reserves the right to establish, maintain and change, when necessary, the policies and company rules. However, the Company will discuss with the Union any reasonable additions to the present plant rules before they are posted and put

into effect. The Company shall post changes or additions to work rules seven (7) calendar days before they are implemented, unless earlier implementation is required by law.

ARTICLE 3 - CHECK OFF AND INDEMNIFICATION

3.1 **Authorized Deductions.** The Company shall deduct from the first paycheck of each month and turn over to the Union, for the duration of this Agreement or for one year after the execution of a signed authorization for check-off, whichever period is the lesser, Initiation fees and/or Dues of such members of the Union as individually and voluntarily authorized in writing, such authorizations to comply with the Labor Management Relations Act of 1947. If Dues are missed in one month, they will be deducted the following month.

3.2 **Indemnification.** The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions above, or in reliance of any list, notice or assignment furnished under any of such provisions.

ARTICLE 4 - WORK STOPPAGE AND OTHER LABOR DISPUTES

There shall be no strike, stoppage of work or lockout during the life of this Agreement for any cause whatsoever; provided, however, that the Company will not require employees to go through any lawful primary picket line sanctioned by a Joint Council of Teamsters with which the Union, party to this agreement, is affiliated.

ARTICLE 5 - NO REDUCTION

The Company agrees that no employee member of the Union who, prior to the date of this Agreement, was receiving more than the rate of hourly wages designated in this Agreement shall suffer any reduction in the hourly rate of wages because of the adoption of this Agreement.

ARTICLE 6 - JOB EVALUATION

6.1 **Methods of Job Evaluation.** The Company will familiarize the Union with the Company methods for job evaluation as outlined in the "Davis Wire Corporation Job Measurement Guide" (hereinafter referred to as the "Manual"), copies of which have been transmitted to the Union.

6.2 **Job Descriptions.** The Company will provide the Union with a copy of all new bargaining unit job descriptions for the purpose of review and discussion. Within thirty (30) days after receipt of any such new job description, the Union may initiate a job evaluation dispute at step 2 of the grievance procedure solely as to whether the manual has been properly applied to the disputed classification.

ARTICLE 7 - INCENTIVES

7.1 **Installation and Maintenance of Incentives.** The installation and maintenance of the incentive system in the plant remains the function of management. The incentive plan used

may be the Standard Hour System, but regardless of the type of incentive plan, it will be so established as to provide an opportunity for the average good operator to achieve an earning level of approximately 30% beyond the incentive base rate. This will exceed straight time hourly wage rates by any given percentage. All operations where practicable will be time studied, evaluated and analyzed. If such operations can be economically covered by labor standards; such standards will be established in accordance with the above procedure and made retroactive to the date the equipment was commissioned and scheduled for full production, but in no case for more than sixty (60) days.

7.2 Changes. No changes will be made in permanent standards unless changes occur in equipment, personnel, methods, layout or job content. No changes shall be made in any labor standard unless the total changes shall exceed plus or minus 3% of the total standard. Clerical, administrative or obvious errors shall be corrected immediately. The administration of the incentive system shall remain the function of the management. New incentive standards shall be explained to Union representatives and employees before installation but all such labor standards shall receive a fair trial of thirty (30) days. At the end of the trial period, if a dispute exists, such dispute shall be subject to review under the grievance procedure.

7.3 Incentive Committee. An Incentive Committee will be established. The Committee will meet every other month. The Incentive Committee will be composed of members of Management and an employee from each major department in the plant, but in no event shall there be more than six employee members of the Incentive Committee. The Company representatives will produce minutes for each meeting within two weeks of the completion of each meeting which shall be provided to the stewards for posting on a locked Union bulletin board. The Company shall provide such a bulletin board. Within one hundred twenty (120) calendar days of the acceptance of this Agreement, the Company shall create a volume containing all existing methodology for calculating incentive earnings, and shall make said volume available to employee members of the Incentive Committee.

7.4 Break-in Period. When the incentive earnings of an employee on his regular job assignment are adversely affected during a break-in period (not to exceed 30 days) following the installation of major units of production equipment, such as Dead Blocks, Panel Flippers and Take Ups, the Company will pay to the employee, for time actually worked in a normal eight (8) hour straight time shift, the lesser of:

1. 35% of the incentive base rate, or
2. The difference between:
 - a. the employee's average incentive earnings for the three (3) weeks immediately preceding the completion of installation and start of the break-in period, and
 - b. the employee's average incentive earnings during the break-in period.

The above provision shall not apply to changes in raw materials, supplies, processes, repairs or replacements, nor to supporting equipment involved in the manufacturing process.

7.5 Three Machine Set. The Company agrees to assure that the incentive earnings of employees on three machine assignments would not be adversely affected where there have been four (4) or more consecutive hours of running time on the three (3) machine set, but there is more than incidental downtime due to electrical or mechanical breakdown. Details of four (4) hour consideration will be worked out by the plant manager or his or her designee, and communicated through the Incentive Committee.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Steps for Processing Grievances. Should any difference arise between the Company and the Union or between the Company and any employee covered by this Agreement, or should any local problem of any kind arise in the plant, there shall be no suspension of work on account of such difference, and an earnest effort shall be made to settle such difference, providing such difference has been submitted within five (5) working days of the incident in the following manner:

- 8.1A First Step. The settlement of complaints, whenever possible, shall be concluded within the department by discussion between the employee, accompanied by a Union Steward if the employee so chooses, and his foreman. Complaints not settled within twenty four (24) hours (one working day) by discussion with a foreman or in his absence, a general foreman, may be reduced to writing immediately and presented to the foreman no later than seventy-two (72) hours after his decision. The nature of the grievance shall be clearly stated and the Article and Section of the Agreement which management has allegedly violated will be spelled out so that the foreman will have a fair opportunity to locate the cause of the problem and settle the matter to the employee's satisfaction. The foreman, or in his absence the general foreman, shall give his written answer to such grievance within forty eight (48) hours (two working days) after its receipt.
- 8.1B Second Step. If the answer of the foreman or other authorized Company representative is not satisfactory, the grievance may be submitted to the Plant Manager or the Plant Manager's designee immediately, and no later than seventy-two (72) hours from receipt of the written answer. The Plant Manager or the Plant Manager's designee will then meet with the grievance committee or other authorized Union representative at the earliest time convenient for both parties. The Plant Manager or the Plant Manager's designee will answer in writing within five (5) working days.
- 8.1C Third Step. If the answer of the Plant Manager or the Plant Manager's designee is not satisfactory, the grievance may, within five (5) working days, be appealed in writing to the Manager of Human Resources, or his or her designated representative. Within ten (10) days after receipt of the written appeal, a meeting will be held between a representative

of the Company and a representative from the Union, unless there has been a prior written settlement of the grievance.

- 8.1D Fourth Step. If the representative of the Union and the representative of the Company are unable to agree upon a satisfactory settlement within five (5) working days following the first meeting provided for in 8.1C above, unless otherwise excluded or limited herein, if the dispute involves the interpretation of any of the terms of this Agreement, the matter may be referred to arbitration.

Within ten (10) working days following the date when a grievance may be referred to arbitration as provided in Section 8.1D above, the party who desires to have the matter referred to arbitration shall so advise the other party in writing and request the Federal Mediation Conciliation Service to submit a panel of seven (7) names from which an arbitrator shall be chosen. The arbitrator shall be selected within five (5) working days after receipt of this list by the process of elimination. The party who referred the matter to arbitration shall start the elimination by striking the first name and the parties shall thereafter alternatively strike names until only one name remains, and that person shall be selected as the arbitrator. The arbitrator shall set a time and place of hearing as soon as possible and then proceed to hear evidence, both oral and documentary, relevant to the issues and arguments thereon. At the end of the hearing, the matter shall be deemed submitted to the arbitrator and he shall, within twenty (20) calendar days render to the parties his award and decision in writing. The decision of the arbitrator shall be final and binding on all parties to this agreement and all affected employees. The arbitrator shall not have authority to amend, change, take away from, add to or in any other way modify any provisions of this Agreement, or base any decision on a practice which is inconsistent with a specific provision of this Agreement.

The arbitrator's fee and the costs of the hearing room and reporter shall be borne equally by the Union and the Company.

- 8.2 Time Limits. It is understood and agreed that if the dispute, complaint or grievance is not appealed from one step to the other or processed through arbitration within the time limits provided, it shall be considered settled on the basis of the Company's last answer. All of the time limits set forth in this section may be extended by mutual consent of the parties in writing.

ARTICLE 9 - HOLIDAYS

9.1 Paid Holidays. The following holidays shall be recognized during the term of this labor agreement:

New Years Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	December 24th
Labor Day	Christmas
	December 31 st

9.2 Observed, But Unpaid Holidays. The following holidays shall be observed, but the employees will not receive compensation for said holidays not worked. However, the floating and Good Friday holidays shall also be counted as hours worked for the purpose of the calculation of weekly overtime.

Floating Holiday	Good Friday
------------------	-------------

9.3 Day of Recognition. The Company shall have the option of recognizing a holiday which falls on a Saturday on the preceding Friday and recognizing a holiday which falls on a Sunday on the following Monday. The Company shall give thirty (30) days prior written notice to the Union as to the dates on which the holiday falling on a Saturday or Sunday will be observed.

9.4 Holiday Pay for Holidays Not Worked. An Employee shall be paid for eight (8) hours at his regular straight time hourly wage rate, excluding shift premium, for each of the foregoing named holidays when not worked. All holidays not worked which fall or are observed during the normal workweek of Monday through Friday shall be considered as time worked for the purpose of computing weekly overtime.

9.5 Pay for Holidays Worked. An employee who works on a scheduled holiday shall be paid one and one-half times his or her straight time hourly rate for each hour worked plus applicable shift premiums. In addition, such employee shall receive eight (8) hours holiday pay at the employee's straight time hourly rate.

9.6 Eligibility for Holiday Pay. To be eligible for holiday pay under the provisions of this Article, an employee must have completed his probationary period.

9.7 Scheduled Shifts. To be eligible for holiday pay under any of the above provisions, an employee must work his last scheduled shift immediately preceding the holiday and his first scheduled shift immediately following the holiday. An overtime shift schedule which immediately precedes or follows a holiday becomes the scheduled shift for the purposes of this section. The schedule for such overtime shifts will be posted at least two (2) regularly scheduled shifts prior to the overtime shift. An employee desiring to be relieved from such

overtime must request to be relieved no later than the start of the last regular shift prior to the overtime. An employee eligible for holiday pay who voluntarily accepts work on a holiday, in writing, and fails to work the holiday as scheduled, shall forfeit his holiday pay, except in case of a verified accident or illness, when the employee shall give the Company two (2) hours advance notice of his inability to be at work.

9.8 Holidays During Layoff. If a holiday falls while an employee is temporarily laid off, he shall receive holiday pay if the holiday falls within the first ten (10) working days of the temporary layoff. This provision does not apply to temporary employees as defined in Article 13 of this Agreement.

9.9 Disability. If a holiday falls while an employee is not working due to a disability (sickness or injury), he will be paid for that holiday if his disability has not been for more than thirty (30) consecutive days immediately preceding the holiday. The provisions of this Section do not apply to temporary employees as defined in Article 13 of this Agreement.

9.10 Posting. The Company will post its intention to work a designated holiday two (2) weeks in advance. The Company will solicit volunteers through a sign-up procedure before assigning qualified employees by inverse seniority. The Company will post the list of employees scheduled to work seven (7) calendar days prior to the holiday. This Section 9.10 shall not apply to employees assigned to the Special Schedule.

ARTICLE 10 - VACATIONS

10.1 Eligibility. Employees covered by this Agreement shall be entitled to annual vacations as follows:

Upon the completion of one (1) year of continuous service:
Forty (40) hours of vacation with pay.

Upon the completion of two (2) years of continuous service:
Eighty (80) hours of vacation with pay.

Upon the completion of five (5) years of continuous service:
One hundred twenty (120) hours of vacation with pay.

Upon the completion of twelve (12) years of continuous service:
One hundred sixty (160) hours of vacation with pay.

Upon the completion of twenty (20) years of continuous service:
Two hundred (200) hours of vacation with pay.

During the period from April 1, 2009 through March 31, 2011, the foregoing vacation entitlements shall be reduced by 10%. Vacation accrued prior to April 1, 2009 shall not be affected by said reductions.

10.2 Scheduling. Prior to January 31st of each year, employees will, in writing, designate their choice of time off for that calendar year. Vacation request forms will be

distributed on or before December 7th of the preceding year. Vacations must be requested in increments of at least one (1) week. If a change in an individual's vacation is desired, at least thirty (30) calendar days' prior written notice must be given by the employee to the employee's supervisor for determination of whether the request can be granted. Seniority will prevail in the choice of vacation.

Vacations of less than one (1) week will be considered to be exceptions to the vacation policy and, with at least one (1) week's notice, will be considered on an individual basis.

Employees will not be scheduled for work on the weekends immediately before and after any full week of vacation.

10.3 Proration on Termination. In case of severance of employment after one year of service, the employee shall receive his earned vacation accrual. The accrual shall be calculated at the rate of 1/12th of the appropriate accrual for each 173 hours worked, since the employee's last anniversary date.

10.4 Payment. Vacation shall be paid on an employee's anniversary date and shall be computed by multiplying the base wage times the number of vacation hours he is entitled to in 10.1.

10.5 Continuity of Service. Continuity of service for vacation shall not be interrupted by absence due to non-industrial illness, non-industrial injury or enforced layoff of less than thirty (30) days per calendar year. When continuity of service is interrupted for more than thirty (30) days, employees will receive prorated vacation on the basis of 1/12th of the appropriate number of hours, determined by his years of continuous service, for each month or major portion thereof since his last anniversary date.

10.6 Vacations to be Taken During Fiscal Year. Vacations must be taken during the Company's fiscal year in which they fall. Said fiscal year shall begin on December 1 and end on November 30. Vacations cannot be accumulated from one fiscal year to the next.

10.7 Scheduling of Fourth Week. The Company reserves the right to schedule the fourth and/or any subsequent weeks of vacation at any time during the calendar year. By mutual consent the employee may take his full vacation at one time.

10.8 Holiday During Vacation. If holidays fall within an employee's vacation period, he shall be granted additional days pay at his applicable straight time rate, or, with the approval of the Company, equivalent time off with pay.

10.9 Transfer. When an employee, upon his own volition, is transferred to a new department after vacation choices have been made, he must forfeit his vacation choice, if necessary, for that year.

10.10 Separate Checks. Payment of vacation pay shall be made by separate check to employees with more than one (1) year of service on the first regular payday immediately following the employee's anniversary date unless the employee requests in writing that his vacation pay be held and paid on a subsequent payday. It is understood that a vacation with pay

is not earned until completion of a full employment year and it is, therefore, agreed that in the event of termination of employment after receipt of vacation pay, but prior to completion of an employment year (anniversary date to anniversary date), any unearned vacation pay shall be deducted on a prorated basis from the employee's final paycheck.

ARTICLE 11 - SICK LEAVE

11.1 **Eligibility.** Commencing on April 1, 2012, employees with a full year of continuous service shall receive thirty-two (32) hours sick leave.

11.1A Commencing on April 1, 2012, a regular employee with less than one (1) full year of continuous service shall receive a pro-rated share of thirty-two (32) hours of sick leave on the basis of 2.66 hours of sick leave for each full month of employment.

11.1B Employees who are still on probation as of April 1, 2012 shall not be credited with sick leave until completion of the ninety (90) day probationary period, at which time they shall receive credit in accordance with paragraph 11.1A above.

11.2 **Accumulation.** Each employee may accumulate unused sick leave from one year to the next.

11.2A Any unused accumulation of sick leave hours in excess of one hundred ninety-two (192) hours will be paid to the employee at his or her straight time hourly rate, by separate check, on a regular payday prior to Christmas, unless the employee requests in writing, prior to December 1st, not to receive such payment.

11.2B An employee who has elected to accumulate sick leave beyond one hundred ninety-two (192) hours may revoke such election, in writing, one (1) week prior to any regular payday and receive payment in accordance with paragraph 11.2A above, on the next subsequent payday.

11.3 **Method of Payment.** Sick leave benefits shall be paid in the following manner:

11.3A Payment shall commence on the first full day of sickness.

11.3B All sick leave benefits may be integrated with Workers' Compensation payments or State Disability benefits and in this instance only the number of hours necessary to make the equivalent of a normal eight (8) hour day's pay or a normal forty (40) hour week's pay at his straight time hourly wage rate will be subtracted from the employee's total accumulated sick leave.

- 11.3C After an employee has been absent on sick leave for three (3) consecutive days, the Company may, at its discretion, require medical proof of disability as a condition of sick leave payments.
- 11.3D Payments shall continue as long as the employee meets the qualifications in this Section, provided his accumulated sick leave benefits have not been used up.
- 11.3E For the purpose of this Section, "payment" is defined as the pay for the regular scheduled working hours for those days which the employee would have worked if no disability had occurred, calculated at straight time pay only.
- 11.3F An employee with a minimum of one (1) year of service shall receive, as severance allowance, all accumulated and unused sick leave to his credit at his then straight time hourly wage rate, when his employment is terminated under the following conditions:
- (1) He voluntarily quits or retires after giving the Company a minimum of five (5) working days notice, in writing, or
 - (2) His termination is initiated by the Company for reasons other than theft or dishonesty.

11.4 Medical Examinations. At the discretion of the Company, Employees who have been absent on sick leave for one (1) or more weeks shall be required to pass an examination by the Company physician prior to returning to work.

11.5 Absenteeism. The four (4) paid sick leave days shall not be counted towards absenteeism.

ARTICLE 12 - LEAVE OF ABSENCE

12.1 Requests. A leave of absence may be granted to a regular employee by management for a legitimate reason up to one (1) year maximum. Requests will be made in writing and must be made one (1) week in advance to permit proper re-scheduling of work loads. An extension of the maximum time limit may be made upon request.

12.1A Nothing in this Section shall prevent the Company from granting a leave of absence immediately upon request, when justified by the circumstances.

12.2 No Loss of Seniority. Seniority rights are not lost while on leave of absence.

12.3 Continuation of Benefits. Subject to Article 29, when on leave of absence, an employee may maintain existing medical, dental and vision coverage at his own expense providing payments are made through the Company.

12.4 Return Date. When a leave of absence is granted, a definite date for returning to work shall be established.

12.5 Notice of Return. Prior to returning to work from a leave of absence longer than one (1) month, the employee shall confirm in writing his intention to return and the date. This confirmation shall be made at least two (2) weeks prior to the date of his return.

12.6 Other Employment. No employee shall be given a leave of absence to work for another employer or to engage in business for himself except by mutual consent.

ARTICLE 13 - SENIORITY

13.1 Definition. Seniority shall be the relative status of employees in respect to length of service with the Company.

13.2 Scope. Seniority as set forth herein shall be plant wide.

13.3 Factors. Seniority as herein used shall consist of the following:

- (a) Length of continuous service.
- (b) Qualifications.
- (c) Ability to perform his assignments.

When (b) and (c) are relatively equal, length of continuous service shall govern.

13.4 Termination of Seniority. Seniority remains in effect with continuous service, but is terminated when an employee:

- (a) Voluntarily quits.
- (b) Is terminated for cause.
- (c) Is absent from work forty-eight (48) consecutive hours without a satisfactory reason.
- (d) Fails to report back to work after a layoff, within forty-eight (48) hours from date of notification that work is available, without satisfactory reason.
- (e) Is not called back to work within twelve (12) months of the layoff or for a period of time equal to the employee's length of service at the time of layoff, whichever is less.
- (f) Fails to return from a leave of absence without satisfactory reason.

- (g) Is absent from work, for any reason, for a period longer than one (1) full year, unless on an extended leave of absence in accordance with Article 12.

13.5 Application of Seniority After 72 Hours. Seniority will take effect after seventh-two (72) consecutive hours of layoff in one work week, provided the individual(s) so desire. Machinery breakdowns, emergency repairs, a catastrophe or an act of God may require a departure from this seventh-two (72) hour rule.

13.6 Consideration of Seniority. Changes in an employee's status, such as promotions, demotions, layoffs, transfers and recalls, shall be governed by consideration of seniority.

13.7 Probation Period. All employees will be considered as temporary employees during a probationary period which extends over the first ninety (90) days of their employment.

13.8 Effective Date of Seniority. An employee who completes ninety (90) days of employment during a rolling six (6) month period will have his seniority date revert to his first day of employment during that rolling period. A temporary employee will not acquire rights of seniority or re-employment if laid off or discharged. During this period, the termination of an employee shall not be made the subject of a grievance against the Company. When the probationary period has been completed, the employee will be placed on the seniority list retroactive to date of hire.

13.9 Layoffs. When it becomes necessary to reduce the working force and an employee must thereby be displaced, the following will apply:

- 13.9A Probationary employees will be laid off first unless there is no qualified senior employee to perform the necessary job function, and the normal job bidding procedure will be frozen. In order to be retained under this section, a probationary employee must have completed 45 days of service on the affected job.
- 13.9B Employees with the least plant seniority on the affected job classifications will be removed from such classifications.
- 13.9C The employee may displace the least senior incumbent on the most recently held job for which he was qualified.
- 13.9D Employees whose plant seniority will not permit them to displace on previously held jobs (and where there is an opening in Job Class 7 or above) will be considered for that opening. If the employee desires the position, he will be required to sign a job bid.
- 13.9E Employees whose plant seniority will not permit them to displace on previously held jobs (and where there are no openings in Job Class 7 or above) may be assigned to job openings at Job Class 6 or below. If there are no openings, such employees may displace the least senior employee at Job Class 6 or below.

NOTE: The Company will consider giving employees affected by the above procedure the opportunity to gain experience on such jobs when business considerations permit and shall document such experience in order to provide more senior employees with increased job security in the event of future layoffs. In order to be deemed qualified, the employee would have to work on any particular job for thirty (30) days (or less at the General Foreman's discretion) and by doing so the employee will be deemed to be qualified.

13.10 Information to be Provided. It is mutually agreed that it is an employee's responsibility to keep the Company informed of his current address and telephone number where he can be readily reached.

13.11 Recall. Employees shall be recalled in the reverse order of their layoff. The stewards shall be notified of any recall.

13.12 Transfers Out of Bargaining Unit. Any employee with one (1) year or more of seniority who has been promoted or transferred to a job outside the bargaining unit and who, due to necessity and through no fault of his own, is returned to the bargaining unit within one (1) year of the date of promotion or transfer, will assume a position on the seniority list determined by full Company seniority. Employees who are returned to the bargaining unit subsequent to the one-year period mentioned above shall be given an adjusted seniority date to reflect the employee's accumulated seniority as of the date of promotion.

13.13 Lead Persons. In the event there is a layoff involving a lead person who might be junior in a department, the Company will review the skills and qualifications of the senior person who might be impacted in order to determine if he could handle the lead person's responsibilities. If he is not able to handle the lead person's responsibilities, the Company reserves the right to lay off the senior person and retain the junior lead person.

ARTICLE 14 - JOB BIDDING

14.1 Openings Within a Classification. Employees within a classification at a particular plant will be given first choice of job openings within their own classification.

14.2 Job Posting. When a job opening is not filled from within a classification, employees in other classifications will be given consideration. Job openings will be posted, including job title, pay grade and shift, where applicable. The posting will be made during regularly scheduled workdays for a period of three (3) working days. Interested bargaining unit employees should sign the bid sheet and a supervisor shall sign the bid receipt. Application must be submitted within the three (3) working days. However, an employee may indicate in writing an interest in a specific job(s) prior to taking his scheduled days of vacation. A Job Bid form shall be utilized for this purpose. If a specific job(s) is/are posted during his days off or vacation absence, such writing will be considered a bid. The Company will endeavor to aid in the contact of employees absent for the reasons mentioned above. The Shop Steward shall be given a written copy of the completed bid with the names of all applicants and the successful bidder, once the bid is complete.

14.3 Vacancies Not Filled. In the event a job vacancy will not be filled for an indefinite period of time, a notice to that effect will be posted within five (5) working days of the job vacancy.

14.4 No Vacancy. The Company will not be required to declare a job vacant when the absence of the incumbent employee is caused by: (a) reduced production demands, (b) layoff, (c) industrial injury or other disability, (d) machinery breakdown, overhaul or repair, (e) lack of material or supplies, (f) vacation, (g) leave of absence, (h) failure or shortage of power (any utility) or (i) emergencies such as fire, weather disturbance, labor dispute, riot, Acts of God or National Emergency.

14.5 Trial Period. When an employee transfers to a position as a result of a successful bid, he will be considered to be working on a trial basis for the first thirty (30) calendar days from the date of transfer. The successful bidder shall receive training and a written evaluation within 15 calendar days of beginning the assignment. Nothing herein shall prevent the Company from evaluating and disqualifying an employee prior to 15 days after the commencement of the assignment. If the employee is found to be unqualified in the position after said written evaluation, or if the employee reports dissatisfaction with the position to his supervisor, the employee will be transferred to different work, subject to working conditions and the plant's production requirements. If an employee has bid into a higher rated position, is disqualified by the Company and is not thereafter returned to his or her prior position, the employee will, after disqualification, receive a Job Class 6 or the Job Class of the position previously held by the employee, whichever is greater.

- 14.5A When an employee is permanently awarded a job through successful completion of the trial period, he will not be eligible to bid for any other job for six (6) months from the date the job is awarded.
- 14.5B The Company will post open jobs, the identity of the employees selected and those other employees considered under the bidding procedure. Employees may bid upward, downward or laterally. If the Company elects not to implement a bid after it has been awarded, a notice shall be posted to that effect, and the successful bidder shall retain rights to that bid for 180 days from the date such notice is posted.
- 14.5C The successful bidder shall be awarded the position within five (5) calendar days of the bid closure, and shall be assigned to said position within sixty (60) calendar days of the award; provided, however, that on the basis of staffing, training and production requirements, said assignment may be extended for a period not to exceed an additional 60 days.
- 14.5D In the event a new job classification is created due to the addition of new machinery, the Company will post a bid.

14.6 Selection Criteria. In selecting employees to fill jobs which have been opened for bid within a plant, seniority will control if the skills, ability, past performance and qualifications of employees are relatively equal.

14.7 Permanent Jobs. Permanent jobs will consist of any job in a plant exceeding thirty (30) days consecutive working duration. However, the Company shall not be held to the thirty day time limit when an extension is required on a job due to such things as the illness, leave of absence or vacation of an incumbent employee, or fire, weather disturbance, labor dispute, riot, power failure, Acts of God or National emergency.

14.8 Job Requirements. Employees are encouraged to discuss qualifications and requirements for jobs with the Human Resources Manager and their foreman. Every effort will be made to assist employees in acquiring such qualifications and requirements.

14.9 Eligibility to Bid. Employees hired or rehired after the effective date of this Agreement shall be eligible to bid, in accordance with the provisions of this Article, after six (6) consecutive months of employment.

14.10 Qualifications. For bidding purposes, classifications as set forth in Appendix B will be recognized.

14.11 Craft Tests. The Company shall have the right, on a divisional basis, to require an employee bidding for a maintenance position to pass a job-related craft test. Such testing shall be uniform within a Division and applied without discrimination to incumbent employees and applicants for employment.

14.12 Unfilled Vacancies. Where no bids are filed for a particular opening or none of the bidding employees are found to be qualified to fill the vacancy, the Company may fill the position in any manner it deems appropriate.

14.13 Cross Training. If the Company determines that it is appropriate to establish cross training for a position, such opportunity shall be posted, bid, and awarded pursuant to the provisions of this Article 14. The cross training shall continue until the successful bidder has qualified or been disqualified with respect to the position identified in the bid.

ARTICLE 15 - UNION BUSINESS REPRESENTATIVES AND PLANT SHOP STEWARDS

The Company agrees, after first having been notified by said representative, to grant any official representative of the Union the right to discuss any grievance or problem arising under the terms of this Agreement with any employee during working hours. It is mutually agreed that there will be no interference by the official representative or plant shop steward with the work of any employee covered by this Agreement during the regular working hours of said employee.

ARTICLE 16 - POSTING OF NOTICES

The Company agrees to make available, for Union use only, a bulletin board in a central location. This board is to be used for notices of Union meetings, elections and results of

elections. Other items of Union business may be posted on this board but must first be cleared through the office of the personnel manager where applicable, otherwise through the office of the plant superintendent or other management person in charge of plant operations.

ARTICLE 17 - JOB CLASSIFICATION AND WAGE RATES

The job classification and wage rates for employees covered by this Agreement shall be as set forth in Appendix A attached hereto and made a part of this Agreement.

ARTICLE 18 - TEMPORARY ASSIGNMENT

18.1 No Reduction. At the discretion of the Company, a qualified employee may be temporarily assigned to other duties within the plant, but no employee shall suffer a reduction in pay resulting from temporary assignment. An employee temporarily assigned to a higher classification shall be paid the higher rate for all time worked in such classification.

18.2 Temporary Transfer of Incentive Employees. An employee regularly performing on a job covered by an incentive plan, who is temporarily assigned to another job, will be paid at his average incentive earnings rate for all regular straight time worked on such assignment, except when the temporary assignment is caused by: (a) reduced production demands, (b) industrial injury or other disability, (c) the employee's request, (d) machinery breakdown, overhaul or repair, (e) machine or equipment installation, (f) lack of material or supplies, (g) emergencies such as fire, weather disturbance, labor dispute, riot, power failure, acts of God, national emergency or (h) when the employee does not complete the hours of work provided because of his own fault or election.

18.2A Average incentive earnings, as used in this Section, shall refer to the employee's average incentive earnings for the three (3) weeks immediately preceding the date of temporary assignment.

18.3 Bidding Procedure. This clause will not be used to circumvent the bidding procedure.

18.4 Temporary Assignments in Excess of 30 Days. Temporary assignments in excess of thirty (30) days will be discussed with the Union.

ARTICLE 19 - JURY DUTY

19.1 Pay for Jury Duty. The Company and Union agree that jury service should be considered a community responsibility by all employees. When an employee is called for jury duty, he will receive the difference between his regular straight time hourly wages and the amount received from the court only for those days actually served, up to a maximum of forty-five (45) calendar days in any calendar year. To be eligible for jury duty pay, the employee must notify the Company when he is called for jury service examination and must notify his foreman of his impending service when called to serve. The employee must submit a weekly written statement from the court showing the amount of jury duty pay actually received by the employee from the court.

19.2 Jury Service Examination. The employee shall be compensated for time lost as a result of undergoing jury service examination, if taken during his regular working hours.

19.3 Deferment. Where it is mutually agreed that the absence of the employee to serve on jury duty would result in serious operating problems, the Company may request a release or deferment.

19.4 Employees Under Subpoena. The provisions of this Article shall apply when the employee is subpoenaed into court by the Company to appear in its behalf.

ARTICLE 20 - HOURS OF WORK AND OVERTIME

20.1 Hours of Work. The normal work week shall consist of either five (5) consecutive eight-hour days, four (4) consecutive ten-hour days, or the Special Schedule attached hereto as Appendix G.

20.2 Overtime.

20.2A One and one-half (1½) times the straight time hourly rate, including shift premiums, shall be paid for all hours worked:

- (1) In excess of eight (8) hours in any one work day.
- (2) In excess of forty (40) hours in any one work week.

20.2B Double the straight time hourly wage rate, including shift premium, shall be paid for all hours worked in excess of twelve (12) hours in any one day.

20.2C One and one-half times the straight time hourly wage rate, including shift premium, in addition to 8 hours holiday pay for all hours worked on holidays, as recognized in this Agreement, excluding the floating holiday.

20.2D There shall be no pyramiding of overtime pay.

20.2E Overtime will be distributed among the employees within a department whenever possible.

- (1) New employees (new hires or transfers) will be credited with overtime equal to that of the man in that particular department with the greatest amount of overtime.
- (2) Overtime available during an employee's absence for any reason, will be credited as overtime offered and worked.
- (3) Overtime offered but refused on a scheduled shift will be credited as overtime worked.

- (4) Special employee requests to be relieved from overtime for long periods of time must be in writing, and such employees will be credited with overtime as though available and worked while the request is in force.

- 20.2F Employees will be expected to work a reasonable amount of overtime; however, employees may request to be relieved of overtime on an individual basis and the Company will make every reasonable effort to contact qualified employees on that shift to accommodate such requests. In the event all qualified employees decline the overtime, a crew will be selected from that department by starting with the least senior qualified employee, who will be expected to accept the assignment.
- 20.2G The Company will post anticipated departmental overtime for the weekend on the Wednesday prior by 5 p.m. The Company will make a reasonable effort to adhere to the overtime schedule after it is posted. The Company reserves the right to modify, add to or delete overtime requirements, as needed.
- 20.2H Overtime premium as indicated above shall not be paid unless the employee completes, in its entirety, his regularly scheduled workweek.
- 20.2I Each employee shall receive sixty (60) minutes' prior notice of daily overtime unless the employee who is to relieve an affected employee calls in late or fails to call in with respect to an absence or tardiness.
- 20.2J On a monthly basis the Company shall post records showing the amount of overtime worked by employees in the preceding month.

20.3 Shift Hours. The provisions of this Section 20.3 shall be applicable to those employees not assigned to the Special Schedule.

- 20.3A All shifts beginning between 6 a.m. and 8 a.m., inclusive, shall be considered day shifts.
- 20.3B All shifts beginning between 2 p.m. and 4 p.m., inclusive, shall be considered afternoon shifts.
- 20.3C All shifts beginning between 10 p.m. and 12 midnight, inclusive, shall be considered graveyard shifts.
- 20.3D If it becomes necessary to change any of the above shift starting times, the Company will notify the Union as far in advance as practicable.

20.4 Graveyard Shift. Employees assigned to the graveyard shift will receive regular straight time pay for those hours worked on Sunday which are part of their regular shift.

20.5 Shift Premium.

20.5A Shift premium shall be paid as follows:

- (1) Each employee scheduled to work on the afternoon shift shall be paid twenty cents (20¢) per hour for all hours worked by him on that shift.
- (2) Each employee scheduled to work on the graveyard shift shall be paid thirty-five cents (35¢) per hour for all hours worked by him on that shift.
- (3) If an employee is scheduled to work on the day shift and works eight (8) hours on such shift and continues to work for more than four (4) hours into the afternoon shift, he shall be paid the afternoon shift premium for all hours worked after eight (8) hours. The same applies to the afternoon and graveyard shifts.
- (4) If an employee is scheduled for the afternoon shift and is called to work early, he shall be paid the afternoon shift premium for all hours worked if he completes his scheduled shift. The same applies to the day and graveyard shifts.

20.6 On-Duty Meal Period. When the nature of a work assignment prevents an employee from being relieved of duty for a meal period, it is agreed that the employee shall have an on-duty meal period. The on-duty meal period shall be counted as time worked.

ARTICLE 21 - REPORTING AND CALL IN ALLOWANCES

21.1 Reporting Allowance. Any employee reporting for work at his regular starting time and place on a scheduled work day who has not been given advance notice not to report shall be given a minimum of four (4) hours of work or be paid for four (4) hours at his regular straight time hourly rate, including the applicable shift premium. An employee who has worked over four (4) hours will be paid for hours actually worked at his regular straight time hourly rate or overtime, if applicable, including the shift premium. If the available work is declined, the employee will be paid for all hours actually worked. In order to be eligible for this allowance, an employee who has been absent from work must notify his foreman of his intention to return to work at least one hour before the end of the day shift on the last day preceding the day he intends to report back to work.

21.2 Call In Allowance. When an employee is called in and reports for work on a day other than his regular scheduled work day, he shall be given a minimum of four (4) hours of work at his usual regular straight time hourly wage rate or overtime rate, including the shift premium, for the shift worked. An employee who has worked over four (4) hours will be paid for hours actually worked at his usual regular straight time hourly wage rate or overtime rate, including the shift premium, for the shift worked. If the available work is declined, the employee will be paid for all hours actually worked.

21.3 Call Back Allowance. When an employee is called back to work after he has completed a regular shift and has left the premises of the Company, he shall be given a minimum of four (4) hours work at his applicable overtime rate, including shift premium. An employee who has worked over four (4) hours will be paid for hours actually worked at his applicable overtime rate, including shift premium. If the available work is declined, the employee will be paid for all hours actually worked.

21.4 Early Call In. When an employee is called in to work ahead of his regular work day, he will be given the opportunity to complete his regular shift on that work day.

21.5 Industrial Injury. If, as a result of an industrial injury or industrial illness an employee is unable to complete the balance of the normal scheduled work shift, he shall be compensated at his straight time hourly rate for the balance of the scheduled shift. In the event that the day of injury is an overtime day, the employee will receive the applicable overtime rate for hours actually worked prior to the time of injury and the applicable overtime rate for hours which had been scheduled subsequent to the injury.

21.6 Special Provisions. The Company shall not be liable for the Reporting or Call-in allowance when lack of work is caused by a machine or mechanical failure occurring within the immediately preceding shift prior to the start of the employee's scheduled shift, if, after making a reasonable effort, management was unable to make contact with or otherwise reach the employee. An overnight mail to the employee's home address of record will be considered a reasonable effort whenever the employee cannot personally be reached by telephone. The Company shall not be liable for any of the allowances set forth in Section 21.1 to 21.5 when the lack of work is caused by an emergency such as fire, weather disturbance, labor dispute, riot, power failure, acts of God, or national emergency. Neither shall the Company be liable for any of the above-mentioned allowances when the employee is, in the opinion of the foreman or supervisor, not in condition to work or when the employee is not put to work or does not complete the hours of work provided, because of his own fault or election.

21.7 Employee Responsibility. Failure of the employee to keep the Company informed, in writing, of his or her correct telephone number and address relieves the Company of the responsibility for any notification required under this Agreement.

21.8 Notice of Absence or Late Arrival. In the event of absence or late arrival, all employees are required to call in two (2) hours prior to the start of their shift.

21.9 Call Back. No employee shall be required to work without a rest period of at least twelve (12) hours following the completion of his or her prior shift.

21.10 Light Duty. An employee assigned to light duty by the Company shall be paid at the same Job Class as the employee's previously held position for the first thirty (30) calendar days of such assignment to light duty.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Safety Equipment. The Company will continue to make every reasonable effort to provide safe and healthful conditions of work for all employees and will continue to provide

them with necessary protective equipment in accordance with state and federal safety regulations. Such equipment will include those special safety items of protective equipment and wearing apparel as specified by such regulations or required by the Company. This equipment shall be provided without cost except that the Company may charge an employee for the loss or willful destruction of said equipment by such employee.

22.2 Safety Committee. The Union will cooperate with the Company in encouraging employees to observe the safety regulations which shall be prescribed by the Company and to work in a safe manner. To that end, a Plant Safety Committee shall be established to be composed of representatives of the Company and employees. This committee shall meet once a month in order to assist, make recommendations to and cooperate with the chairman of the Plant Safety Committee as outlined in the manual of safety.

ARTICLE 23 - TEAMSTERS SUPPLEMENTAL INCOME 401(K) PLAN

23.1 Participation. The Company shall participate in the Teamsters Supplemental Income 401(k) Plan ("Plan") which is intended to conform to the requirements of Section 401(k) of the Internal Revenue Code for certain tax exempt employee contributory plans. The Company's obligations to the Plan created by this Agreement shall be limited to the following only: (a) timely execution of the Plan Subscriber Agreement; and (b) timely payment of that portion of their wages which employees voluntarily elect to pay into said Plan.

23.2 Contributions. The Company and Union agree that the Company shall not, except by mutual agreement, be obligated to make any contributions to said Plan for the duration of this Agreement and the duration of the two successor agreements next following this Agreement. The Union hereby acknowledges and agrees that any request that the Company make contributions to said Plan during the term of this Agreement or during the terms of the two successor agreements next following this Agreement shall constitute a non-mandatory subject of bargaining.

ARTICLE 24 - HEALTH AND WELFARE PLANS

24.1 Applicable Plans. The health and welfare, dental and vision plans are listed in Appendix C and made a part of this Agreement.

24.2 Premium Costs.

(1) Effective April 1, 2009, the Company shall pay an amount not to exceed four hundred sixty one dollars (\$461) per month for each eligible employee.

(2) Effective April 1, 2010, the Company shall pay an amount not to exceed five hundred thirty dollars (\$530) per month for each eligible employee.

(3) Effective April 1, 2011, the Company shall pay an amount not to exceed six hundred dollars (\$600) per month for each eligible employee.

(4) Effective April 1, 2012, the Company shall pay an amount not to exceed six hundred forty three dollars (\$643) per month for each eligible employee.

24.3 Change of Carriers. The Union shall, upon 30 days prior written notice, have the right to change plans or providers, provided that: (1) the cost of such changed plan shall not exceed the costs provided for in this Agreement; and (2) the Company agrees to such change. The Company's consent shall not be unreasonably withheld.

24.4 Increased Premium Contributions. If the employees working under this Agreement vote to reduce their wages as set forth in Exhibit A in order to increase premium contributions as set forth in Section 24.2, the Company shall contribute to the medical plans 110% of the amount of the wage reductions agreed to by such employees. The increased contributions to the medical plan and reduced wages shall become effective on the first day of the payroll period next following such vote. The difference in the Company's premiums obligation set forth in this Article and the total premiums due to the plans shall be deducted from the employees' pay.

ARTICLE 25 - PENSION PLAN

25.1 Base Contribution. Effective April 1, 2009, the Company shall pay the sum of \$1.38 per hour (including PEER) into the Western Conference of Teamsters Pension Trust Fund ("Fund") on account of each member of the bargaining unit for every hour for which compensation was paid, not to exceed \$238.74 per month. Effective October 1, 2011, the Company shall pay the sum of \$1.44 per hour, (including PEER) into the Fund on account of each member of the bargaining unit for each hour for which compensation was paid, not to exceed \$249.12 per month.

25.2 PEER. The maximum monthly contribution for PEER shall be limited to 173 hours. The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for PEER must, at all times, be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

25.3 Computation of Time Period. Time paid for but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this Article.

25.4 Monthly Payments. Total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Company shall abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

25.5 Increased Pension Contributions. If the employees working under this Agreement vote to reduce their wages, as set forth in Appendix A, in order to increase pension contributions as set forth in Sections 25.1 and 25.2, the Company shall contribute to the pension plan 110% of the amount of the wage reductions agreed to by such employees. The increased pension contributions and reduced wages shall become effective on the first day of the payroll period next following such vote.

ARTICLE 26 - DEATH BENEFIT PLAN

26.1 **Contributions.** The Company agrees to contribute \$5.70 per month into a separate account of the Teamsters Death Benefit Trust Fund on behalf of all employees for the purpose of providing death benefits for any and all active employees on the payroll. The coverage to be provided shall be determined by the Trustees of this Fund and limited to such benefits as can be purchased with the contributions provided herein as may be determined by the Trustees.

26.2 **Reserves.** The Trustees are authorized and directed to establish reserves under this program based on long term actuarial determinations and are further authorized and directed to invest such reserve funds with necessary professional advice.

26.3 **Commencement of Payments.** The payments required under this Section shall commence on the first day of the month following the completion of the first calendar month of employment.

ARTICLE 27 - LIFE INSURANCE

On the ninety-first (91st) day of employment with the Company, each employee will be covered for \$10,000 of Life Insurance and an equal amount of accidental death and dismemberment insurance. Effective December 1, 2006, eligible employees shall be covered for \$15,000 of life insurance and an equal amount of accidental death and dismemberment insurance.

ARTICLE 28 - BEREAVEMENT/FUNERAL LEAVE

28.1 **Bereavement/Funeral Leave.** Upon the death of an employee's spouse, daughter, son, mother, father, brother, sister, current mother-in-law, current father-in-law, current brother-in-law, current sister-in-law, granddaughter, grandson, grandmother, grandfather or the grandmother or grandfather of the employee's spouse, and for the purpose of attending the funeral of such relative, the Company agrees to grant the employee either three (3) days of bereavement leave or three (3) days leave for the purpose of attending the funeral of such relative. The bereavement leave must be taken within seven (7) calendar days of the relative's death or actual notice of death, unless the employee can provide proof that a memorial service has been scheduled at a later date.

28.2 **Bereavement/Funeral Pay.** In addition, the Company agrees to pay such employee for each of such days of bereavement leave or leave to attend a funeral at eight (8) times the employee's straight hourly rate for regularly scheduled work days missed, upon satisfactory proof of the death of said relative and/or that the employee actually attended the funeral. If attendance at the funeral of a member of the employee's immediate family (as defined in Section 28.1 above) requires the employee to travel more than 1,000 miles one way from his place of employment, the above allowance will be increased to five (5) days.

ARTICLE 29 - FAMILY LEAVE

The Employer shall provide unpaid leaves of absence and maintain benefits during such leaves in conformity with applicable state and federal laws.

ARTICLE 30 - NONDISCRIMINATION CLAUSE

30.1 **Application of Agreement.** All provisions of this Agreement shall be applied to all employees, without discrimination of any nature based on the employee's race, creed, color, national origin, sex, age, disability, veteran status or religious affiliation.

30.2 **Gender Reference.** All reference to employees in this Agreement designates both sexes and whenever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE 31 - GENERAL

31.1 **Severability.** If any provision of this Agreement is or shall be held invalid by reason of any Federal, State, County, Municipal or Military law or regulation, it shall be superseded by such law or regulation only while such law or regulation is in force and the remaining provisions of the Agreement shall not be affected thereby during the life of this Agreement.

31.2 **Negotiations to Conform With Law.** If any provision of this Agreement shall be held invalid as outlined in Section 31.1 above, the parties shall enter into negotiations to resolve that particular provision so that it conforms to the applicable law or regulation.

31.3 **Effect of Captions.** Captions on sections shall not be considered in the interpretation or application of such sections.

ARTICLE 32 - TERM OF AGREEMENT

32.1 **Duration.** Subject to the provisions of Sections 32.2 through 32.6, this Agreement shall remain in full force and effect from April 1, 2009 through and including November 30, 2012, and shall be self-renewing for yearly periods thereafter unless notice is filed by either party with the other, in writing, of its desire to change or alter said Agreement at least sixty (60) days prior to November 30, 2012.

32.2 **First Option.** Seventy-Five days prior to April 1, 2010, the Company shall serve written notice on the Union of the Company's intention to grant, effective April 1, 2010, or not to grant an across-the-board increase of 2.5 percent of the wages which became effective in the first payroll period following ratification of this Agreement: If notice of intention to grant such increase is served, this Agreement shall continue through March 31, 2011. If notice of intention not to grant such increase is served, the Union shall have the right to terminate this Agreement by serving written notice of termination on the Company not less than sixty (60) calendar days prior to April 1, 2010. If such termination is not timely served, this Agreement shall continue through March 31, 2011.

32.3 **Second Option.** Seventy-Five days prior to April 1, 2011, the Company shall serve written notice on the Union of the Company's intention to grant, effective on April 1, 2011, or not to grant an across-the-board increase of 2.5 percent of the wages which became effective April 1, 2010. If notice of intention to grant such increase is served, this Agreement shall continue through November 30, 2012. If notice of intention not to grant such increase is

served, the Union shall have the right to terminate this Agreement by serving written notice of termination on the Company not less than sixty (60) calendar days prior to April 1, 2011. If such termination is not timely served, this Agreement shall continue through November 30, 2012.

32.4 Agreement to Remain in Effect. If the parties have not reached a settlement on or before an anniversary date on which this Agreement is subject to termination as a result of a notice served pursuant to Sections 32.1, 32.2, or 32.3, all provisions of this Agreement shall remain in effect unless the Agreement is specifically terminated in accordance with the provisions listed below.

32.5 Termination Notice. At any time after an anniversary date following a sixty (60) day termination notice, if no settlement in the matters at issue has been reached, either party may give written notice to the other party of intent to terminate this Agreement in not less than ten (10) calendar days. All provisions of this Agreement shall remain full force and effect until the specified time has elapsed. During this period, attempts to reach an agreement shall be continued.

32.6 Termination of Rights and Obligations. If the parties fail to resolve their differences within said ten (10) day period referred to paragraph 32.5, absent a mutual written agreement to further extend the Agreement, the rights and obligations of the Company, Union and Employees hereunder shall be terminated for all purposes.

DAVIS WIRE CORPORATION

TEAMSTERS LOCAL 986

By: 

Its: PRESIDENT & CEO

Date: 7-14-09

By: 

Its: Business Representative

Date: 7-17-09

APPENDIX A

JOB CLASSIFICATIONS AND WAGE RATES

	Effective 4/1/09		Effective 4/1/10* **		Effective 4/1/11* **		Effective 4/1/12*	
3	10.41	12.16	10.67	12.46	10.94	12.77	11.21	13.09
4	10.53	12.25	10.79	12.56	11.06	12.87	11.34	13.19
5	10.67	12.37	10.94	12.68	11.21	13.00	11.49	13.33
6	10.76	12.51	11.03	12.82	11.31	13.14	11.59	13.47
7	10.85	12.61	11.12	12.93	11.40	13.25	11.69	13.58
8	11.02	12.72	11.30	13.04	11.58	13.37	11.87	13.70
9	11.16	12.89	11.44	13.21	11.73	13.54	12.02	13.88
10	11.30	13.01	11.58	13.34	11.87	13.67	12.17	14.01
11	11.44	13.15	11.73	13.48	12.02	13.82	12.32	14.17
12	11.56	13.29	11.85	13.62	12.15	13.96	12.45	14.31
13	11.75	13.47	12.04	13.81	12.34	14.16	12.65	14.51
14	11.93	13.66	12.23	14.00	12.54	14.35	12.85	14.71
15	12.14	13.82	12.44	14.17	12.75	14.52	13.07	14.88
16	12.32	14.03	12.63	14.38	12.95	14.74	13.27	15.11
17	12.50	14.19	12.81	14.54	13.13	14.91	13.46	15.28 *
18	12.72	14.47	13.03	14.83	13.36 *	15.20	13.69 *	15.58
19	12.99	14.71	13.31	15.08	13.64	15.46	13.98	15.85
20	13.27	14.98	13.60	15.35	13.94	15.73	14.29	16.12
21	13.49	15.21	13.83	15.59	14.18	15.98	14.53	16.38
22	13.74	15.46	14.08	15.85	14.43	16.25	14.79	16.66
23	14.01	15.72	14.36	16.11	14.72	16.51	15.09	16.92
24	14.24	15.97	14.60	16.37	14.97	16.78	15.34	17.20
25	14.51	16.22	14.87	16.63	15.24	17.05	15.62	17.48
26	14.75	16.48	15.12	16.89	15.50	17.31	15.89	17.74

* All increases shall become effective on the Monday closest to April 1 during the 2nd, 3rd, and 4th years of this Agreement.

** These increases shall be subject to the option provisions of Sections 32.2 and 32.3.

NEW HIRE WAGE PROGRESSION.

1. A hiring in rate of ten dollars (\$10.00) per hour shall apply to new hires. There shall be no progression for the first ninety (90) days of employment. On the ninety-first (91st) working day of employment, the employee shall be paid the minimum rate for the applicable job class.

2. The base hourly wage rate of each employee shall be increased fifty cents (50¢) per hour each 120 days after hire or re-classification. At the Company's discretion, it may advance an employee within the rate range of his classification more rapidly than above on the basis of ability or improvement in workmanship.

3. The Company may start new hires at any rate between \$10.00 per hour and maximum of their rate range.

JOB BIDS TO LOWER JOB CLASSIFICATION.

1. An employee who successfully bids to a lower job classification shall be paid the maximum rate of that job classification or his current rate of pay, whichever is the lesser amount.

2. An employee successfully bidding to a lateral job classification shall be paid at his current rate of pay.

3. An employee successfully bidding to a higher job classification shall be paid at the minimum rate of that job classification or his current rate of pay, whichever is greater.

JOB CLASS A.

1. The job class A non-assigned classification shall be paid at the minimum wage established by the State of California.

2. Such job class can be used for a maximum period of ninety (90) days, performing duties not normally performed by permanent employees who are assigned in accordance with evaluated job descriptions.

LEADMAN RATE.

Leadmen shall be paid two job classifications above the highest job classification led.

JOB CLASS CHANGES.

1. The Koch Intermediate shall be classified as a job class 11.
2. For employees assigned to galvanizer classifications, the following job classes shall apply:

Operate One Frame	Job Class 10
Operate Two Frames	Job Class 12
Operate Three Frames	Job Class 13

Incumbents shall be red-circled, and provided cross training as necessary.

3. Increase the job classes for the following classifications as set forth below:

<u>Classification</u>	<u>Job Class</u>
Galvanizing – Gas Gravel Alone	Change 13 to 14
Fabric	Change 8 to 9
Index	Change 7 to 9
1" 20 gauge	Change 8 to 9
Saturant	Change 7 to 9
Best Lath	Change 8 to 9
Corneraid	Change 8 to 9

SKILLS PREMIUM

Each employee who is qualified and willing to work on more than two different machine sets within or outside of his or her department, or is qualified and willing to work in more than two different departments, whichever is applicable, shall receive a pay rate which is two job classes higher for the 3rd machine set or third department. Such employee shall receive one additional job class for each additional machine set or department on or in which the employee qualifies and is willing to work.

Departments and Machine Sets are defined as:

- Cleaning House
- Wiredrawing
- Machine Sets
 - 02-03, 08, 09
 - 02-10, 11, 22
 - 02-14, 15, 16, 17, 21
 - 02-07, 19, 20
 - 02-23
 - 02-01, 02
 - 02-04, 05, 06
 - 02-12, 18, 03-10
 - 03-11, 12
 - 03-14, 15, 16, 17, 18
- Galvanizing
- Machine Sets
 - 08-01, 02
 - 08-03 Pad Wipe
 - 08-03 Gas Gravel
- Netting
- Machine Sets
 - 1" 20
 - Self-furr
 - Paperback
 - Building Paper, Saturant

- Comeraid
- J-Lath
- Plasterbak
- Panel Shear
- PVC
- Fabric
- Machine Sets
 - 01
 - 02
 - 03
 - 05
 - S&C
- Rod Yard
- Shipping
- Waste Water
- EVG
- Stranders

APPENDIX B

CLASSIFICATIONS RECOGNIZED FOR JOB BIDDING PURPOSES

Rod Yard	4 lb. Coil
Cleaning House	Pipe Fabric
Wire Drawing	Packaging/Compacting
Die Room	Building Fabric
Annealing	Chain Link Weaving
Barbed Wire	General Shipping & Warehousing
Strand Galvanizing	Material Handling Fork Truck
Netting	Operators (Both wire mill & finished products departments)
Plaster Back	Maintenance
Panel Shear	Stores & Receiving
Building Paper	G.P. Fabric
S & C	Stress Relief
Bale Ties	Waste-Water Treatment Operator
Fence Stays	Jaenson Netting Equipment
Field Fence	Operator
Schlatter Fabric Machines	Stranders
Strand	EVG
Plant Services	
Baler Wire	

RETURN TO WORK POLICY

Each employee who has been laid off for thirty (30) or more calendar days, and is thereafter recalled to work will be required to take and successfully complete a physical of the type provided to job applicants, including drug and alcohol screenings. Employees who fail to pass said physicals will not be permitted to return to work until and unless they pass the physical. Employees who fail to pass the drug and alcohol screenings will be subject to the provisions of the Company's Drug and Alcohol Policy with respect to future employment.

APPENDIX C-1

HEALTH AND WELFARE, DENTAL AND VISION AND/OR PRESCRIPTION DRUG PLAN

(June 1, 2009 – November 30, 2012)

1. Life, Accident, Dental, Medical and Hospital Expenses and Vision.

1.A The parties hereto agree that effective June 1, 2009, the Company shall, for the term of this Agreement, become and remain a participant in the Labor Alliance Trust Fund ("Trust Fund") for the purpose of providing for the benefit of employees and their dependents, payments for any or all of the following: Life, Accident, certain medical, hospital, prescription, and vision expenses.

1.B Effective June 1, 2009, the Company shall pay into such Trust Fund an amount not to exceed \$461.00 for each regular employee covered by this Agreement and periodically such increased amounts as provided in 24.3. Such payments shall be used for the purpose of providing the LV \$5000.00 Life AD&D Insurance for employees, the Kaiser M20 Opt V NB medical, hospital, prescription, and vision benefits for employees and their dependents, or comparable plans, if designated, and the D3 Dental Plan provided by United Concordia or Pacific Union Dental. Such payments shall be due on the first day of the calendar month and shall be paid not later than the tenth day of same month.

1.C For the purpose of this section of the Agreement, employees on temporary layoff of less than a calendar month shall be deemed to be "on the payroll" during such period of layoff.

2. Eligibility and Premium Payments.

2.A The parties hereto agree that effective June 1, 2009, and the term of this Collective Bargaining Agreement, to be bound by the terms and conditions of the Trust Fund for the purpose of providing benefits to regular full-time employees and their eligible dependents.

2.B For the purpose of this Section 2, a regular full-time employee is defined as an employee who is hired as a regular, full-time employee and who is on the payroll on the first (1st) day of the month and who has completed at least thirty (30) calendar days of continuous employment.

2.C The Trustees are authorized and directed to establish reserves under this program based on long-term actuarial determinations and are further authorized and directed to invest such reserve funds with necessary professional advice.

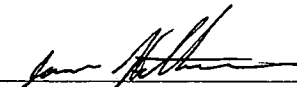
2.D The parties agree to be bound by all of the terms and provisions of the agreements and declarations of trust establishing the foregoing Trust Funds, as amended, or as may be amended, and any rules and regulations adopted by the Trustees thereunder.

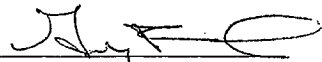
2.E The Employer shall pay the full amount of the premiums charged by the plans referred to in paragraphs 1 and 2 above. The difference between the full amount of the

premiums and the Employer's contractual obligations for premiums as set forth in 24.3 of Article 24 shall be deducted from employees' pay.

DAVIS WIRE CORPORATION

TEAMSTERS LOCAL 986

By: 
Date: 7-14-09

By: 
Date: 7-17-09

APPENDIX D

LETTER OF UNDERSTANDING - TROUBLE-SHOOTING BY FOREMAN

If it becomes necessary for a foreman to trouble-shoot a machine, the foreman will use the process to train the operator of the machine, provided: (1) the machine's operator is already present; (2) the training would be useful to the operator; and (3) such training would not affect production.

APPENDIX E

MEMORANDUM OF AGREEMENT WITH RESPECT TO SHIFT PREMIUMS, SHIFT ROTATION, TOOL ALLOWANCE AND MAINTENANCE LUNCH SCHEDULE

1. Shift Premium for Shipping Department Employees. It is agreed that bargaining unit employees assigned to the Shipping Department and scheduled for the shift which begins at 10:30 a.m. will be paid a special shift premium, equivalent to the swing shift premium, for all hours worked.

2. Special Shift Rotation Premium. On regular shift change weekends, employees who are required to rotate from swing shift to graveyard shift and have twenty-four (24) hours or less off duty, shall receive double (2X) time for all hours worked on the last shift preceding rotation.

3. Maintenance Tool Allowance. Effective April 1, 2009, maintenance employees with a full year of continuous service shall receive an annual tool allowance of three hundred fifteen dollars (\$315.00).

- a. Maintenance employees with less than one (1) full year of continuous service shall receive, on their first December 1st with the Company, a prorated share of the above tool allowance on the basis of twenty-six dollars and twenty-five cents (\$26.25) for each full calendar month of employment.
- b. Maintenance employees who are still on probation as of December 1st shall not be entitled to receive the above payments unless and until they have completed their ninety (90) day probationary period, at which time they shall receive payment in accordance with paragraph "a" above.
- c. It is understood that this allowance applies only to maintenance machinists and mechanics who are required to provide and maintain their own tools.
- d. The maintenance tool allowance shall be paid upon presentation of a receipt reflecting the actual purchase of tools. Payments shall be made to each eligible employee not more than twice in an contract anniversary year, and each payment shall not be less than \$100.00.

4. Voluntary Shift Selection. The Company and the Union agree to continue to permit employees to select voluntary shift assignments where the three (3) current rotating machine operators can work out, between themselves, either of the following arrangements:

- a. Non-rotating shift arrangement where one (1) operator selects the day shift, one (1) operator selects the swing shift and one (1) operator selects the graveyard shift for fixed shift assignments.
- b. Semi-rotating shift arrangement where one (1) operator selects a shift for a fixed shift assignment and the other two (2) operators agree to rotate on the two (2) remaining shifts.

It is understood that all such shift arrangements must be worked out within a department by machine assignment. When all three (3) incumbent operators agree, the shift arrangement will remain in effect until such time as one (1) or more of them elects not to continue. These arrangements will be in writing, signed by each job incumbent. Such arrangements will be placed on file with the Company and a copy will be given to the Union. They will be reviewed from time to time.

If there is a change in the job status of one (1) or more of the incumbents of such a non-rotating or semi-rotating shift arrangement, a new arrangement must be worked out.

It is understood that in those departments where there is no specific machine or job assignment, such as in the maintenance or shipping or other departments that may develop in the future, adequate skill must be furnished to staff the plant on all shifts. In cases where the operation would be hampered on any shift, in any department, the Company reserves the right to schedule qualified people, regardless of their seniority or shift preference. In the event this becomes necessary, the matter will be discussed with the Union before any action is taken.

5. Maintenance Lunch Schedule. The Company and the Union agree to continue the present practice of lunch period scheduling in the Maintenance Department as follows:

- a. It is understood by the Company and the Union that scheduled lunch periods apply only to the Maintenance Department and other authorized employees in plants where employees punch out for lunch and are normally on the premises for eight and one half (8½) hours. Therefore, the understanding applies only to the employees of the aforementioned department and others as authorized in the future.
- b. If an employee in a department, as defined above, is required to postpone a scheduled lunch period for more than thirty (30) minutes or is called back early from a scheduled lunch period, that employee, if he so desires, will be allowed subsequent to this, sufficient time to eat or finish lunch without loss of pay. Every effort will be made by the supervisors of these departments to provide an equitable schedule of staggered lunch periods to fall on a regularly scheduled basis. The Company will post these schedules in the departments affected.

6. The Company shall provide to each operator a packet of tools necessary for the performance of his or her duties. The Company will replace such tools because of normal wear and tear, provided such worn out tools are turned in. If tools issued to an operator are lost or stolen, it shall be the operator's responsibility to replace such tools at his or her cost.

APPENDIX F

DRUG AND ALCOHOL TESTING PROCEDURES AND POLICY

PREAMBLE

While abuse of alcohol and drugs among our members/employees is the exception rather than the rule, the Teamsters and the Company signatory to this Agreement share the concern expressed by many over the growth of substance abuse in American Society.

The parties have agreed that the Drug and Alcohol Abuse Program will be modified in the event that further Federal legislation or Department of Transportation regulations provide for revised testing methodologies or requirements. The drug testing procedure, agreed to by labor and management, incorporates state of the art employee protections during specimen collection and laboratory testing to protect the innocent.

In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures:

UNIFORM TESTING PROCEDURES

1. Probable Suspicion Testing

In cases in which an employee is acting in an abnormal manner and at least one supervisor or the foreperson in charge, two if available, have probable suspicion to believe that the employee is under the influence of controlled substances, including alcohol, the Company may require the employee to go to a medical clinic to provide urine, or, with the employee's consent, a blood specimen for laboratory testing immediately. (All references herein to blood testing are based on the assumption that the affected employee has voluntarily consented to such testing.) The Company shall provide transportation to and from the clinic and to the employee's home thereafter as necessary. Probable suspicion means suspicion based on specific personal observations that the Company representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. If requested, the employee will sign a consent form authorizing the clinic to withdraw specimens of blood and/or urine and release the results of the urine laboratory testing to the Company's Medical Review Officer ("MRO"), in the case of DOT covered employees, and the testing results to the Company. For all purposes herein, the parties agree that the terms "Probable Suspicion" and "Reasonable Cause", shall be synonymous.

The Company will provide appropriate training for supervisors with respect to the substance abuse problems, including specifically, training in recognizing drug or alcohol related impairment.

An employee may raise an affirmative defense that the positive blood or urine test result was attributable to the proper use of a prescription medication. If the employee raises such a defense to the Company, at the employee's request, the Company shall refer the employee to the Company's MRO to discuss the employee's explanation for the positive test result. The MRO may decide that there is a legitimate explanation and declare the drug test to be negative. The employee may be required to provide evidence that a prescription has been lawfully prescribed by a physician.

A refusal to provide either specimen will constitute a presumption of intoxication or being under the influence of a controlled substance, and the employee will be subject to discharge at the time of such refusal.

The supervisor(s) or the foreperson(s) in charge, must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop steward or other union official after the employee is discharged.

In the event the Company is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used.

2. DOT Recurrent Examinations

When the Company performs a urine drug screen in conjunction with DOT or other regularly scheduled physical examination, the employee must be given no less than the notice required by applicable law.

3. Random Testing

The parties agree that no employees covered by this agreement shall be subjected to random drug testing unless and until required by DOT regulations. Should mandatory random testing become a requirement, the parties will meet immediately to develop a mutually agreeable procedure for implementation including discontinuance of drug testing in conjunction with the DOT physical, if permitted by law.

4. Post Accident Testing

Post accident testing is defined as urine or blood drug or alcohol testing as the result of an accident which results in death, bodily injury or property damage (which necessitates the replacement or repair of the damaged property); or where there is probable suspicion of drug or alcohol usage or reasonable cause to believe an employee has been operating a vehicle or equipment while under the influence of drugs or alcohol, or reasonable cause to believe an employee was at fault in the accident. Drug and/or alcohol testing will be required after accidents under the above conditions, and employees are required to submit to such testing immediately, but in no event later than three (3) hours after the accident.

5. Chain of Possession Procedures

At the time specimens are collected for any drug testing, the employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled and initialed by the employee to ensure that the specimens tested by the laboratory are those of the employee. The required procedure is as follows:

a. For probable suspicion testing, blood should be drawn first, subject to the employee's consent. The blood specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be placed in the transportation container after being drawn. The container shall be sealed in the employee's presence and the employee given an opportunity to initial the container and witness his/her social

security number placed on the container. The container shall be sent to the designated testing laboratory on that day or the earliest normal business day by air courier or other fastest available method.

b. Where urine specimens are to be provided, at least sixty (60) mL of specimen shall be collected and placed in one (1) self-sealing, screw-capped container. Urine specimen in excess of the first sixty (60) mL shall be placed in a second (2nd) such container. They shall be sealed and labeled and initialed by the employee without the containers leaving the employee's presence. The employee has an obligation to identify each specimen and initial same. The specimens must be immediately sealed in a transportation container which is again initialed by the employee, and sent via air courier or other fastest available means to the designated testing laboratory.

In this urine collection procedure, urine shall be obtained directly in a wide-mouthed single-use specimen container, which shall remain in full view of the employee until transferred to, and sealed and initialed in, the sixty (60) mL tamper-resistant urine bottle in the kit, and the second "split sample" bottle. At the employee's request, the employee may void directly into the two (2) self-sealing tamper-resistant urine bottles in the kit.

It is recognized that the Company has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimens to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT regulations. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiological determinations such as creatinines, specified gravity and/or chloride measurements may be performed by the laboratory.

Any findings by the laboratory outside the "normal" ranges for creatinine, specific gravity and/or chloride shall be immediately reported to the Company so that another specimen can be collected without the required seven (7) days' notice. The MRO shall also be advised.

The parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the specimen in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by that laboratory, the Company may take disciplinary action based upon properly obtained laboratory results.

The chain of possession form shall be completed by the hospital/clinic personnel during specimen collection and returned with the blood and urine specimens before sealing the entire kit. The exterior of the collection kit must then be secured (e.g., by placing the tamper-proof shipping seals over the outlined tab area, or sealing the flaps if so provided). If possible, have the employee initial the seals or flaps.

Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to Blood and Urine Sample Kits and urine Collection Kits. The employee being tested shall be given a random choice of the available kits.

6. Laboratory Requirements

a. Urine Testing

In testing urine samples, the testing laboratory shall test specifically for alcohol and substances controlled under Federal and State law and cutoff levels covered in the DOT regulations.

b. Specimen Retention

All specimens deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

c. Split Sample Procedure

There will be a split sample procedure available to employees for all testing procedures other than pre-employment testing. When a test kit is received by a laboratory, a 60 mL sealed urine specimen bottle shall be removed immediately for testing. The shipping container with the remaining sealed bottle shall be immediately placed in secure refrigerated storage.

The employee will be given two (2) containers for the urine specimen. One (1) container must be filled with no less than 60 mL of urine. Urine in excess of the first 60 mL shall be placed in the second (2nd) container. Both shall be sealed and then forwarded to an approved laboratory for testing. If an employee is told that the first (1st) sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first (1st) laboratory to another independent and unrelated, approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If an employee chooses to have the second (2nd) sample analyzed, he/she shall at that time execute a special check-off authorization form to insure payment by the employee. If an employee chooses the optional split sample procedure, disciplinary action can only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. If the second (2nd) laboratory report is negative, the employee will be reimbursed for the cost of the second (2nd) test. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action in the Agreement are waived.

d. Laboratory Accreditation

All laboratories used to perform urine drug testing pursuant to this Agreement must be accredited by the National Institute on Drug Abuse (NIDA).

7. Laboratory Testing Methodology

a. Urine Testing

The initial testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes

of controlled substances or alcohol shall be those contained in the applicable Department of Transportation Guidelines as currently set forth or hereafter amended.

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the applicable Department of Transportation Guidelines as currently set forth or hereafter amended.

All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.

If a grievance is filed as a result of a positive drug test and the imposition of discipline as a result thereof, the Company shall obtain the test results from the laboratory relating to the drug test, and shall provide a copy to the Union.

b. Blood Testing

In testing blood specimens, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry (GC/MS) as appropriate.

In probable suspicion testing, a "positive" finding of drugs or alcohol shall be at the levels contained in applicable Department of Transportation Guidelines as currently set forth or hereafter amended.

Where other Schedule I drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

c. Prescription and Non-Prescription Medications

If an employee is taking a prescription or non-prescription medication which carries a warning as to potential impairment, the employee shall notify the Company of such usage. If the employee uses the medication in the appropriate described manner, and notifies the Company of such usage before commencing work, he or she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

d. Medical Review Officer (MRO)

The Medical Review Officer (MRO) shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall review and interpret all urine test results, as required by the DOT for all employees tested for drugs under this Agreement, from the laboratory and shall examine alternate medical explanations for such positive test. Prior to the final decision to verify a positive urine drug test result, all employees shall have the opportunity to discuss the results with the MRO. If the employee has not discussed the results of the positive urine drug test with the MRO within five (5) days after being contacted, or refused the opportunity to do so, the MRO shall proceed with the positive verification.

8. Leave of Absence Prior to Testing

a. An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program for alcoholism or drug use. The leave of absence must be requested prior to the commission of any act which would subject the employee to disciplinary action.

b. Such leave of absence shall be granted on a one-time basis and shall be for a maximum of thirty (30) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement except continued accrual of seniority, or as required by law, nor does this provision amend or alter the disciplinary provisions of this Agreement.

c. Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to periodic testing for 12 months next following the conclusion for such leave. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.

d. The provisions of this Section 8 shall not apply to probationary employees.

9. Disciplinary Action Based on Positive Test Results

The Company may take disciplinary action based on the test results as follows:

a. If a laboratory, following the procedures described in this Appendix F, reports that a urine or blood test is positive for controlled substances, the employee, subject to paragraph 10, shall be subject to discharge.

b. If the urine or blood test is negative for controlled substances or alcohol, the employee shall be immediately returned to work and made whole for all lost earnings.

c. If blood or urine test results show a blood alcohol concentration equal to or above the legal limit for alcohol intoxication, the employee shall, subject to paragraph 10, be subject to discharge pursuant to this Agreement. The legal limit for drivers subject to DOT regulations shall be the then current limit established by DOT regulations for commercial drivers, which is currently 0.04. The legal limit for all other employees covered by this Agreement shall be the then current limit for motor vehicle drivers under state law, except that if a separate legal limit is established for safety sensitive positions under state or federal law, that limit shall control.

10. Agreement For Continuation of Employment

a. Should the test results be positive, the employee shall not be permitted to return to work until the employee has been evaluated by a mutually agreed upon drug/alcohol rehabilitation counselor. If the evaluator recommends treatment that prevents the employee from working, the employee will be granted an unpaid leave of absence to complete said treatment. Subsequent reinstatement will be without loss of seniority.

b. Any employee testing positive will be permitted to return to work only if the employee signs the "Agreement for Continuation of Employment", a copy of which is attached to this policy.

c. The rehabilitation provisions of this Agreement shall only apply to an employee on one (1) occasion. Positive drug tests, thereafter, shall result in immediate termination.

11. Confidentiality

The Company will take care to maintain the confidentiality of test results. There will be no disclosure of information concerning test results, corrective action or treatment to a third party who does not have a need to know. The only exception to this will be if a formal grievance is filed, in which case all relevant information regarding the test results, testing methods and chain of custody will be provided to both the Company and the Union.

**REQUEST AND CONSENT FOR CHEMICAL TESTING FORM
FOR APPLICANTS/EMPLOYEES AND RETESTS**

This portion to be filled in by medical facility attendant

Employee/Applicant _____

Department _____

Facility Location _____

Date _____ Time _____

Name of Facility Taking Sample _____

Employee Statement

I authorize the above named facility(s) to collect and perform appropriate tests on freely given samples of my blood, breath, or urine to confirm the absence of alcohol, drugs, or controlled substances or establish the presence of these substances. I certify that I am not afflicted with any condition which could be aggravated by taking a blood, urine or breath sample.

I understand that providing a blood sample is voluntary. I give these facility(s) my permission to release the results of the tests to the Company Human Resources Manager or Medical Review Officer. I understand that any information acquired shall be used only by persons evaluating my fitness for work at the company and that the information shall not be released to any other persons without consent.

I understand that, at this time, allowing these tests is a condition of employment. I acknowledge that sample tampering or attempted sample tampering, or misrepresentation will result in my termination from employment.

Name: _____

Date: _____

AGREEMENT FOR CONTINUATION OF EMPLOYMENT

THIS AGREEMENT is entered into by and between Davis Wire Corporation (the "Company"), Teamsters Local 986 (the "Union"), and _ (the employee).

The Company is committed to providing channels of assistance for employees seeking rehabilitation. However, the employee seeking rehabilitation must be committed in his/her efforts to remain drug and alcohol free. Therefore, as part of the employee's commitment to remain free of drug and alcohol use, it is understood that the employee's continuation of employment by the Company is based upon and constrained by the following terms:

1. The employee must submit to evaluation of potential drug or alcohol problems by a recognized and certified evaluation professional. This evaluation should be complete within one week from the date of this document.
2. The employee must agree to participate in all rehabilitation treatment recommended by the counselor performing the evaluation.
3. The employee must authorize his or her evaluation counselor to provide a copy of the rehabilitation treatment recommendations to the Company.
4. The rehabilitation facility must agree to closely monitor the employee's attendance at all required sessions. The rehabilitation facility shall notify the Company of the employee's failure to satisfactorily attend treatment sessions. Failure of the employee to adhere to the program for treatment will subject the employee to discharge.
5. The employee, the Company, and the Union mutually agree that the employee's continuation of employment for the next twelve months or during the term of the recommended treatment, should it extend beyond the aforementioned date, is contingent upon his/her satisfactorily meeting all of the terms outlined in this agreement, and that failure to do so will subject the employee to immediate termination of employment with the Company.
6. In the event the employee is absent from work due to health reasons during the next twelve months or such period of rehabilitation treatment as outlined by the counselor if such period extends beyond twelve months, then he/she must promptly submit a written doctor's certificate explaining the reason for such absence. If it is determined that the absence is a result of or related to drugs or alcohol, the employee will be discharged (See Letter of Probation).
7. During the twelve month period or such period of rehabilitation treatment as outlined by the evaluation counselor, should it be longer, the Company will test the employee for drugs or alcohol use, as appropriate, on a random basis. Such random tests shall not exceed six during this period. However, such random tests are in addition to any tests that may be required under the Company's Substance Abuse Program or any such random tests performed by the treatment center as part of their program to monitor compliance with their treatment program. The employee will be subject to immediate dismissal if he/she refuses to submit to testing or if the employee tests positive for drugs or alcohol during this time period.
8. If the employee successfully completes treatment and has no positive test within twelve months, the initial positive test shall not be used in any future disciplinary action unless it relates to substance abuse.

At the Company's discretion, in lieu of termination, the employee understands that if he/she does not meet the above terms of this condition, the Company may require the employee to submit to in-patient care for rehabilitation and to agree to a renewal of this Agreement for an additional period of time to be agreed upon by the parties.

This Agreement is voluntarily entered into by all parties and in consideration for continuation of employment, the above conditions are hereby agreed to.

DAVIS WIRE CORPORATION

EMPLOYEE

By: _____

By: _____

Date: _____

Date: _____

TEAMSTERS LOCAL 986

By: _____

Date: _____

ALCOHOL AND DRUG SCREEN CONSENT FORM

I, _____, authorize
(Employee Name)
_____ to conduct
(Name of Medical Facility or Doctor)
a _____ screen test
(Drug or Alcohol)
and release the results to my employer, Davis Wire Corporation.

(Employee Signature) Date

(Witness Signature) Date

Important Notice:

Failure to provide a specimen, refusal to take a drug test or sign any laboratory consent form(s) or cooperate with clinic personnel, will constitute a presumption that the employee is impaired and will subject the employee to the appropriate disciplinary action.

**DRUG AND ALCOHOL SCREEN PERFORMANCE
IMPAIRMENT EXAMINATION CONSENT**

Date: _____
Employee Name: _____
Management Representative Making Request for Exam: _____
Management Representative Accompanying Employee: _____

Medical Consent

I consent to the collection of urine samples by the hospital/laboratory staff as requested by the Company and to determine the presence of drugs or alcohol, if any.

I understand that I am not required to provide a blood sample, but may do so on a voluntary basis.

Authorization to Release Information

I authorize the hospital/laboratory to release test results only to the Company's Medical Review Officer. I authorize the Medical Review Officer to release a statement that the test result is positive or negative only to the Company's Manager of Human Resources.

I understand that a positive test result on these tests may be grounds for termination, subject to the terms of the Company's Substance Abuse Policy.

Employee's Signature

Date

Management Representative Signature

Date

Management Representative (Print Name)

IMPAIRED BEHAVIOR REPORT FORM

When requesting a Performance Impairment Examination, this form should be completed and attached to the "Consent Form". Please describe the behavior that caused you to suspect is impaired.

(Employee Name)

Speech

Dexterity

Standing/

Walking

Judgment/

Decision Making

Appearance/

Eyes, clothing, etc.

Supervisor

Witness

APPENDIX G

SPECIAL SCHEDULE

(1) Application. The provisions of this Appendix G shall be applicable to the plant; provided, however, that nothing herein shall prevent the Company and the Union from entering into a written agreement to modify this Appendix G by mutual consent.

(2) Special Schedule. The Company shall have the right, upon serving 30 calendar days' prior written notice on the Local representing affected employees to establish or terminate the Special Schedule provided for in this Appendix G, which shall be applicable to some or all of the following operations where utilized; (1) galvanizing equipment; (2) waste water treatment; (3) wire draw equipment; (4) maintenance; (5) stranding; (6) stress relief; (7) cleaning house; (8) netting; (9) fabric; (10) index saturant; and (11) all support functions for said operations. Employees working on the Special Schedule shall be assigned to either a day shift consisting of twelve (12) hours or a night shift consisting of twelve (12) hours. For purposes of the Special Schedule, the workday shall consist of 24 hours, commencing with the start of the first shift.

(3) Staffing. The Company shall staff shifts based on the provisions of Article 14; provided, however, that the Company shall have the right to assign employees either to the day shift or the night shift in order to achieve an appropriate balance of skills on each shift for the first 30 days next following establishment of the schedule.

(4) Bidding. Employees who are not assigned to operations subject to the Special Schedule shall have the right to bid for job openings in classifications subject to said Schedule on either the day shift or the night shift pursuant to the provisions of Article 14 of this Agreement.

(5) Hours. Employees assigned to the day and night shifts on the Special Schedule shall work schedules as set forth in Attachment __. Such employees who are assigned to the day shift shall receive a premium of 45¢ per hour. Such employees assigned to the night shift shall receive a premium of 60¢ per hour.

(6) Holidays. Notwithstanding the provisions of Article 9 of this Agreement, employees assigned to the Special Schedule shall receive 12 hours of holiday pay for each of the following holidays:

Easter
Independence Day

Labor Day
Thanksgiving

Day After Thanksgiving
Christmas

The Christmas holiday shall be considered a voluntary work day.

(7) Vacations. For each week of vacation to which an employee is otherwise eligible under Article 10 of this Agreement, an employee assigned to the Special Schedule shall have either 3 or 4 consecutive 12-hour days off with pay in accordance with said employee's schedule for said week.

(8) Sick Leave. Employees assigned to the Special Schedule shall accrue the number of paid sick leave hours set forth in Article 11.

(9) Bereavement/Funeral Leave. Employees assigned to the Special Schedule shall be eligible to receive the number of paid bereavement leave or funeral leave hours set forth in Section 28.2.

(10) Premium Pay. Notwithstanding any contrary provision to Article 20 of this Agreement, employees assigned to the Special Schedule shall, for the period said Schedule is in effect, be paid premium pay on the following basis only:

(A) Time and one-half the straight time hourly rate shall be paid for hours worked in excess of 40 hours in a work week;

(B) Time and one-half the straight time hourly rate shall be paid for all hours worked on a day recognized as a paid holiday, plus applicable premiums. In addition, such employee shall receive the holiday pay provided for in Section (6) above.

(C) Double the straight time hourly wage rate shall be paid for all hours worked in excess of 12 hours in any one day.

NOTICE TO ALL MEMBERS

IF YOU BECOME UNEMPLOYED IN THE JURISDICTION OF THE LOCAL UNION, YOU WILL BE ISSUED A WITHDRAWAL CARD UPON REQUEST PROVIDING ALL DUES AND OTHER FINANCIAL OBLIGATIONS ARE PAID TO THE LOCAL UNION, INCLUDING THE DUES FOR THE MONTH IN WHICH THE WITHDRAWAL CARD IS EFFECTIVE.

IF YOU ARE ON A DUES CHECK-OFF WITH YOUR COMPANY AND LEAVE FOR ANY REASON AND DUES ARE NOT DEDUCTED, IT IS YOUR RESPONSIBILITY TO KEEP YOUR DUES CURRENT OR REQUEST A WITHDRAWAL CARD FROM THE LOCAL UNION OFFICE.

FRATERNALLY,

CHRISTOPHER GRISWOLD
SECRETARY-TREASURER
TEAMSTERS LOCAL 986



"Printed In-House with Union Labor"

8/09