

# **ENGINEERED WIRE PRODUCTS / TEAMSTERS LOCAL40 2006-2009 CBA**

## **EWP / TEAMSTERS LOCAL 40**

### **2006-2009 CBA**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between ENGINEERED WIRE PRODUCTS COMPANY INCORPORATED, qualified to do business in the State of Ohio, with a place of business located at Upper Sandusky, Ohio, hereinafter referred to as the "Company" and LOCAL UNION #40, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS' WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "Union". WHEREAS' it is mutually desired between the Company and the Union to enter into a contract between them with respect to the employees represented by such Union beginning December 1, 2006, and ending November 30, 2009. NOW, THEREFORE it is mutually agreed by and between the Company and the Union, each in consideration of the agreement of each with the other as hereinafter set forth, as follows:

### **ARTICLE 1 RECOGNITION**

The Union, having warranted that a majority of the production and maintenance employees in the plant at Upper Sandusky, Ohio, have designated such Union as their sole collective bargaining agent as to wages, hours and other conditions of employment, the Company recognizes LOCAL UNION #40, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS' CHAUFFEURS' WAREHOUSEMEN AND HELPERS OF AMERICA - INDEPENDENT' the Union a part of this Agreement, as the sole and exclusive bargaining representative for all of the production and maintenance employees of the Company in such plant in Upper Sandusky, Ohio, exclusive of office and clerical employees, guards, watchmen, professional employees and supervisory employees as defined in the National Labor Relations Act as amended.

### **ARTICLE 2 MANAGEMENT RIGHTS**

The management of the plants and the direction of the working forces of the Company, including the right to hire, suspend or discharge for just cause, or transfer, enlarge, combine, decrease, divide or rearrange departments, and to make and enforce shop rules, and the right to relieve employees from duty because of lack of work or other legitimate reasons, to designate the type of product to be manufactured, where it will be manufactured, production schedules and methods, and processes and means of manufacturing and construction, and other rights generally regarded as constituting management rights, except as expressly limited by the terms of this Agreement, are vested exclusively in and reserved to the Company, provided that the exercise of such rights will not be used for the purpose of discrimination against any member of the Union or be contrary to any other provisions of this Agreement.

### **ARTICLE 3 NO DISCRIMINATION**

The Union and the Company, in an effort to promote mutual respect, will follow a policy of no discrimination against any employee because of his race, color, religion, sex, handicap or national origin. The Company agrees that there shall be no discrimination against any employee because of his Union activity or membership in the Union, and the Union agrees that neither it nor its members, nor employees represented by it shall carry on any Union activity during working hours in or on the Company's premises, nor shall either party coerce or intimidate any employee in regard to his work or membership in such Union.

Whenever in this Agreement the male gender is used, it shall be applicable equally to both male and female employees.

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## **ARTICLE 4 UNION SHOP**

It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the 31st day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 31st calendar day following the beginning of such employment, become and remain members in good standing in the Union.

## **ARTICLE 5 UNION DUES DEDUCTION**

The Company agrees to deduct from an employee's pay Union dues and initiation fees of Union members in the employ of the Company upon receipt from such employees of written authorization for such payroll deductions which comply with the requirements of the National Labor Relations Act, as amended, or any subsequent modification or amendment thereof. All amounts so deducted from employees' pay shall be promptly remitted to the officer or agent designated by the Union to receive such funds, except deductions, which shall be made annually.

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. Drive shall notify the Employer of the amounts designated by each contributing employee that there are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

## **ARTICLE 6 SENIORITY**

6.1 Seniority shall be determined by length of time employed by the Company from date of last hiring after an employee has satisfactorily completed his probationary period. However, after thirty (30) calendar days, newly hired employees shall be enrolled in all benefit plans provided under this Agreement and shall become members of the Union at that date.

6.1.1 New employees shall be considered temporary and probationary for their first one-hundred eighty (180) calendar days of employment, and during that time the Company may, in its discretion, transfer, reassign, discharge or terminate the employment of any such employee.

6.1.2 In the event of reduction of the working force as a result of lack of work, there will be no bumping from any production jobs to any maintenance jobs or vice versa, except as provided in this section. Production employees may bump other production employees based on seniority. Production employees bumping based on seniority will be given a trial period of up to ten (10) working days to determine qualifications

In the event maintenance employees are laid off from their jobs, they may bump production employees based on seniority. It is understood that laid-off maintenance employees will return to their department irrespective of their seniority due to their qualifications.

Employees shall be laid off in the inverse order of their respective seniority status, provided that employees who are on jobs which require certain skill, physical fitness, knowledge, training and ability may be retained in employment without regard to seniority

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status if, in the opinion of the Company, employees having superior seniority are unable to perform such work in a satisfactory manner. Employees previously laid off, having seniority status therein, will be recalled to work in accordance with their respective seniority standing before any new employees are hired, provided that the employee having superior seniority status has, in the opinion of the Company, the physical fitness, knowledge, training and ability to perform the work available.

- 6.1.3 It is understood that if an employee is absent due to injury or sickness prior to the expiration of the probationary period, the Company will have the right to utilize the remaining probationary days upon his return.

Upon completion of the probationary period, his date of hire for seniority shall be the first day worked of his probationary period.

- 6.2 Employees with seniority status shall accumulate seniority when absent for justifiable reasons, such as layoff due to lack of work, sickness, military service, or approved leave of absence.

Seniority shall be terminated for any of the following reasons:

- a. If an employee quits voluntarily.
- b. If an employee is discharged for just cause.
- c. If an employee is absent for three (3) working days without notification to the Company.
- d. If an employee fails to return to work within five (5) working days after having been issued notice to do so by registered letter or telegram
- e. Lay-off for a period equal to the employee's period of service or two years, whichever is less.

- 6.3 It is the duty of an employee to keep the Company informed of his latest address and phone number, and the Company may rely on the latest address and phone number of such employee as shown on its records as to notice to such employees.

### **ARTICLE 7 HOURS OF WORK AND PAY**

- 7.1 For the purpose of computing overtime rates of pay, the provisions of the Fair Labor Standards Act (Wage-Hour Law) will apply. The normal working day shall be eight (8) hours and the normal work week shall be forty (40) hours. Time and one-half shall be paid for all work performed in excess of eight (8) hours in any one work day or forty (40) hours in any one work week, whichever is the greater. However, overtime arising from either of the above provisions shall be paid for only once in computing an employee's pay for any period.

- 7.1.1 Scheduled overtime is defined as times when the level of business activity requires work beyond the normal work week of Monday through Friday. When necessary, the Company will post the overtime schedule at least 48 hours in advance of the scheduled overtime. If the full plant is scheduled to work, all employees will be scheduled.

If less than the full plant is required, the overtime shall be offered to (1) the job holder (the employee actually performing the job for the majority of the workweek) on the shift, where the overtime is scheduled; (2) to the senior qualified employees on the shift where the overtime is scheduled; (3) from the volunteer list described below. If there are no volunteers, the least senior qualified employee on the shift where the overtime is scheduled will be scheduled to work the overtime.

When the overtime work schedule is posted, it will show which jobs are scheduled to work. An accompanying list will be posted that employees may sign to volunteer for the

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overtime work. The volunteers will be arranged in descending seniority order and be scheduled for the jobs they signed up to perform.

- 7.1.2 Unscheduled overtime is defined as overtime that occurs due to such events as employee absences, rush orders from customers or emergencies beyond the control of the Company.

In cases requiring unscheduled overtime, the unscheduled overtime shall be first offered to the bid job holder on the shift before the vacancy, secondly, to the senior qualified employees on the shift before the vacancy.

When circumstances permit, the Company will give thirty (30) minutes advance notice of unscheduled overtime. If the unscheduled overtime job remains unfilled, the least senior employee on the shift before the vacancy will be required to work. The remainder of the shift will be covered by using this same process for the incoming shift. In general, in an absence situation, the vacant shift will be split between the shift before and the shift following the vacancy. No one employee will be required to work more than two - four hour unscheduled overtime periods, whether mandatory or voluntary, during any one calendar week.

- 7.1.3 No employee shall be required to work in excess of twelve (12) hours during any twenty-four (24) hour period without the mutual consent of the employee.

- 7.2 Right is reserved to the Company to schedule overtime work at its discretion and as business requires, and will continue; subject only to overtime rate provisions of this Agreement. The Company agrees will post the overtime schedule at least 48 hours in advance of the overtime, except in the case of an emergency. The Union and employees will cooperate in performing necessary overtime work.

- 7.3 The Company agrees to make every reasonable effort to arrange regular scheduled starting times; however, due to the Company's type of business, it is recognized that changes in such scheduled starting times may, from time to time, be necessary.

The shift schedules will be as follows for three (3) shift operations:

1. First Shift will be from 11:00 PM until 7:00 AM and start Sunday night
2. Second Shift will be from 7:00 AM until 3:00 PM
3. Third Shift will be from 3:00 PM until 11:00 PM

- 7.4 A bonus of twenty-five (25¢) per hour will be paid for work performed between the hours of 3:00 p.m. and 7:00 a.m.

- 7.5 It is agreed that the employees covered by this contract shall be classified in the following manner:

Rates of Pay and Classifications:

	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>
	<b><u>12/1/2006</u></b>	<b><u>12/1/2007</u></b>	<b><u>12/1/2008</u></b>
Maintenance .....	\$18.16	\$18.70	\$19.45
Mesh Machine & Utility Operator .....	\$16.71	\$17.21	\$17.90
Wire Draw S&C Shapes Operator .....	\$15.91	\$16.39	\$17.04
Mesh Machine Helper .....	\$15.34	\$15.80	\$16.43
Wire Draw S&C Helper .....	\$14.62	\$15.06	\$15.66
Inside Fork Lift Operator .....	\$15.18	\$15.63	\$16.26
Outside Fork Lift Operator .....	\$15.54	\$16.01	\$16.65
Janitor .....	\$14.62	\$15.06	\$15.66

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- 7.6 If an employee moves to another job classification by application of seniority rights in the event of layoff because of lack of work, or if he is transferred to a lower rated job because of inability to perform work assigned, he shall receive the established pay rate for the job to which he moves.
- 7.7 In the event an employee is transferred to a higher rated job, he shall receive not less than the rate for such job; and if he is receiving a higher rate than the rate for such job, he shall not suffer a reduction in his rate of pay.
- 7.8 It is also agreed that, in the event a new classification of work is created during the life of this Agreement, the Employer and the Union shall immediately negotiate a rate of pay for such classification. This rate will be consistent with the work performed and be in line with the existing wage rates.
- 7.9 In the event an employee is put to work between the hours of 11:00 p.m. Saturday and 11:00 p.m. Sunday, he shall be compensated at two (2) times his established rate of pay.
- 7.10 **Daily Guarantee**  
An employee who reports for work at his regularly scheduled starting time and who has not been given notice not to report shall be guaranteed four (4) hours of work or if no work is available, given four (4) hours' pay in lieu thereof at the rate of pay that would have been applicable to the work if performed. In no event shall an employee receive a rate less than his established rate of pay.  
Such guarantee shall not apply in case of emergency such as breakdown of equipment, power failure or other conditions beyond the Company's control.
- 7.11 The employer's responsibility for contacting employees for unscheduled work assignments is limited to one telephone call to the number listed on the employee's record. If he is not personally able to answer the call, the opportunity to work goes to the next person in the call-in order. All employees are responsible for keeping a contact telephone number on file with the Company.

### ARTICLE 8 VACATIONS

- 8.1 The Company agrees to post a vacation request schedule during the month of January each year for eligible employees to schedule vacation. Vacation scheduled during this period will be awarded by seniority. Vacation requests made after the sign up period will be awarded on a first come, first serve basis.
- 8.2 For purposes of computing weekly vacation pay, the employee's year-end W-2 earnings from the preceding calendar year shall be multiplied by two percent (2%). Daily vacation amounts are twenty percent (20%) of the weekly rate.
- 8.3 An employee, after having completed one (1) anniversary year with the Company will be eligible for one (1) week's vacation with pay.
- 8.4 An employee, after having completed three (3) or more anniversary years of employment by the Company shall be eligible for two (2) week's vacation with pay.
- 8.5 An employee, after having completed ten (10) or more anniversary years of employment by the Company, will be eligible for three (3) weeks' vacation with pay.
- 8.6 For each year of continuous employment over ten (10), one (1) day's pay will be added to the vacation pay the following schedule illustrates this provision:

Years Service	No. Days Vacation	No. Hours Pay
11 .....	15 .....	128
12 .....	15 .....	136
13 .....	15 .....	144
14 .....	15 .....	152
15 and over .....	20 .....	160

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- 8.6 "Anniversary Year" as herein used, shall mean a period of twelve (12) calendar months starting with date of hire, and each next succeeding twelve (12) months thereafter, provided, however, that no such twelve (12) month period shall be considered an anniversary year for the purpose of determining vacation rights unless the employee has worked not less than sixty (60) percent of the scheduled working days during the twelve (12) month period. Days off due to industrial injury will be counted as days worked for the purpose of determining vacation rights, providing the employee works during the anniversary year for which he is earning vacation eligibility.
- 8.7 Vacation times may be requested by employees and will be awarded in accordance with 8.1 above. The company will allow at least 3 employees per shift to schedule vacation.
- Vacation times may be requested by employees, but due to production schedules and other contingencies, final right to designate vacation time or periods of respective employees is reserved to the Company.
- 8.7.1 In the event it is necessary to alter an employee's vacation schedule, the employee will be notified at least thirty (30) days prior to the previously scheduled vacation period.
- 8.7.2 The Company agrees to guarantee vacation checks if the vacation request is received three (3) weeks prior to the scheduled vacation.
- 8.8 Normally, each vacation period starts on a Monday and continues for five (5) consecutive days through the following Friday. It is agreed that employees who schedule a normal Monday through Friday vacation shall not be required to work the weekend at the start of the vacation or the weekend at the end of the vacation. However, employees may schedule single workday vacation days provided they notify their supervisor no later than forty (40) hours prior to the requested vacation day off. A vacation day means a twenty-eight (28) hour period that begins sixteen (16) hours prior to his vacation shift. Additional consecutive vacation days will add an additional twenty-four (24) hours for each additional day.
- 8.9 Vacations are not cumulative while in service and credit for time spent in service shall be used only to determine the eligibility of a reinstated veteran for a one (1) or two(2) or three (3) week vacation after complying with the other contract provisions.
- 8.10 Employees who have qualified for a vacation and are laid off, quit or are discharged prior to having taken such vacation, shall receive vacation pay to which such employees are entitled at time of separation or some other designated period. For the purpose of clarifying this cause, it is understood and agreed that an employee must have completed his anniversary year and be eligible for vacation as a result thereof, and that an employee is not entitled to any portion of vacation with respect to any anniversary year in which he has worked less than the number of days as required by the other provisions of this Article.
- 8.11 Employees may elect to take vacation pay in lieu of time off from work.

### **ARTICLE 9 HOLIDAYS**

- 9.1 The holidays covered by this Agreement are: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day and employee's birthday.
- 9.2 The Company agrees to pay to all eligible employees on its active payroll in the week in which any such holiday occurs, eight (8) hours straight time pay for each full holiday above mentioned, without work being required of such employee on such holiday, subject to the following conditions:
- a. Employees must have been employed by the Company for at least thirty (30) days prior to any such holiday to be eligible to receive pay for such un-worked holiday.

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- b. Furthermore, to be eligible for such un-worked holiday pay, an employee shall be required to work his full regular scheduled work day before and his full regular scheduled work day following such holiday, unless employee has been excused by management.
  - c. Employees who have qualified under provisions of paragraph "a" above, and who are on layoff and subsequently recalled shall be entitled to any holiday pay occurring after recall, provided they comply with paragraph "b" above.
  - d. In the event any employee is on vacation, he is required to have worked his last regularly scheduled full working day before such holiday and his first regularly scheduled full working day after such holiday, unless the employee has been excused by management, in order to be entitled to receive pay for such un-worked holiday. With the approval of the Company, an employee may be paid eight (8) hours straight time rate or take an additional day off if the holiday occurs while such employee is on vacation.
  - e. If any holiday falls within the thirty (30) day period following an employee's layoff due to lack of work or absence due to proven illness, and such employee is recalled from layoff or returns from proven illness during the same thirty (30) day period, but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday in the week in which he returns to work.
- 9.3 Employees who qualify for un-worked holiday pay as above provided, and who are required by the Company to work on any of the above-mentioned holidays, and who report for and perform such work, will be paid at one and one-half (1-1/2) times their straight time rate of pay, and will in addition receive the un-worked holiday pay above provided.

### ARTICLE 10 ADJUSTMENTS OF GRIEVANCES

- 10.1 Should any grievance or dispute arise between an employee and the Company, or between the Union and the Company, as to the meaning, application, performance, or operation of any provision of this Agreement or as to the meaning, application and/or reasonableness of any of the Company's work rules, such grievance or dispute shall be taken up for settlement as follows:
- Step 1 The supervisor, aggrieved employee and the shop steward shall meet, within five (5) working days from the date of occurrence or the Union's knowledge of the occurrence; and attempt to settle the grievance. In the event that the grievance is not settled within forty-eight (48) hours from submission under this paragraph, then the Union shall have forty-eight hours to reduce the grievance to writing, duly signed by the aggrieved employee, and submit same to the Company for discussion under Step 2. The Company will meet within ten (10) working days upon written appeal to Step 2 unless extended by mutual agreement of the parties.  
*(The Union or the Company may raise any general controversy claim, dispute, or grievance arising between them under the contract in the first instance directly with the other without prior recourse to Step "1".)*
  - Step 2 The Grievant and Union Steward shall meet with Supervisor, and Plant Manager to discuss the grievance. The Company shall answer the grievance in writing within five (5) working days of the meeting. The Union shall respond to the Company's written answer within five (5) working days of receipt. In the event the grievance is not settled, the grievance may be appealed to Step 3. The Company will meet within ten (10) working days upon written appeal to Step 3, unless extended by mutual agreement of the parties.
  - Step 3 The grievant, Union Steward(s) and Union Business Agent(s) shall meet with the Supervisor, Plant Manager and Vice President – Manufacturing in an attempt to resolve the grievance. The Company shall give their answer to the grievance at the

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conclusion of the hearing unless otherwise mutually agreed between the parties, and shall produce the answer in writing within five (5) working days of the hearing.

### **10.2 ARBITRATION**

10.2.1 All grievances, which have not been satisfactorily settled after following the grievance procedure herein set forth, shall be submitted in accordance with the above procedure to arbitration before an arbitrator who shall be selected from the Federal Mediation and Conciliation Services (FMCS) in accordance with its rules, whose decision shall be final and binding upon the parties.

10.2.2 No such dispute, difference or grievance may be submitted to arbitration more than thirty (30) calendar days from date of Company's Step 3 Answer.

10.2.3 The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The arbitrator shall have the authority to decide more than one grievance only upon the mutual consent of the parties.

10.2.4 The costs of the arbitrator shall be shared equally by the parties. All other expenses of the arbitration, including those of witnesses or representatives of the parties, shall be paid by the parties incurring them.

10.3 Stewards shall be compensated at their regular rate of pay for all time spent in grievance and disciplinary meetings that occur during their normal shift.

At an employee's request, the Union Steward may be present at any meeting that could result in discipline against that employee.

10.4 During the life of this Agreement, there shall be no strikes, walkouts, picketing, slowdown or other suspension of work or the equivalent thereof by the Union. The Company agrees that during the life of this Agreement there will be no lockout.

## **ARTICLE 11 LEAVE OF ABSENCE**

### **11.1 Personal Leave of Absence**

11.1.1 Leave of absence may be granted by the Company, in its discretion, to employees who have been employed by the Company for ninety (90) days or more, providing such employee's service can be spared for definite periods of time, and on presentation of reasonable and adequate proof of need. Such leave shall not be unreasonably withheld.

11.1.2 Leave of absence shall not constitute a break in service with the Company, provided employee returns to work at the expiration of such leave or is granted extensions or renewals of such leave by the Company.

11.1.3 Any employee who fails to return to work after the expiration of a leave of absence will be considered as having terminated his employment, unless the employee properly notifies the employer that he is unable to return on the agreed upon date, and the employer mutually agrees to extend the date of return and the Union is also properly notified.

11.1.4 Application for leave of absence shall be made upon a form provided for such and shall originate between the employee and his immediate foreman, and if approved by the foreman, shall be forwarded to the Plant Manager for final approval and must also be approved by the Union and a copy of same be forwarded to the Union.

11.1.5 No leave of absence shall be granted for the purpose of working elsewhere, and any violation of this provision will constitute sufficient cause for discharge.



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## **ARTICLE 12 FAMILY MEDICAL LEAVE ACT**

### Family Medical Leave Act

Leaves under the federal Family and Medical Leave Act are permitted under federal law provided the employee meets the standards under the law for such leave. However, the Company agrees to make the following enhancements:

One week of the employee's earned but unused vacation will be exempt from the provisions provided allowed under Family Medical Leave Act. However, at the request of the employee this week may be used while on FMLA

Any time spent on FMLA shall be considered as time worked for purposes of determining seniority.

## **ARTICLE 13 ACCIDENTS & LIGHT DUTY WORK**

- 13.1 Workmen's Compensation, as administered by the Industrial Commission of the State of Ohio, will govern all cases where an accident occurs while at work. Employees will be paid for time lost in reporting for the first treatment of an injury received in the course of employment, or for the balance of the shift if the employee is unable to return to work on the shift during which he suffered the injury, and for subsequent treatments during working hours where the employee is directed by the doctor or supervisor to report for such treatment.
- 13.2 Any employee who becomes incapacitated at his regular work by industrial injury or compensable occupational disease or any veteran who sustained service connected disability while in the employ of the Company may be employed in any other work at the plant which he can satisfactorily perform.
- 13.3 At the Company's discretion, light duty work may be extended to non-occupational injuries.

## **ARTICLE 14 MILITARY LEAVE**

All employees entering or volunteering in the Armed Forces of the United States, or in any other manner being covered by the existing applicable Federal acts relative to Veteran's Rights, shall be afforded such protection and benefits as provided by the applicable Federal statutes as to such employees.

## **ARTICLE 15 SAFETY AND HEALTH**

- 15.1 The Company shall make reasonable provisions for the safety and health of its employees while in the course of their employment, and all employees are expected to cooperate to the best of their ability in the prevention of accidents to themselves and to their fellow workers.
- 15.2 The Company and the Union will cooperate in maintaining and making effective safety and good housekeeping rules that will eliminate hazards and keep the plant a safe and sanitary place to work.  
  
The Union encourages employees to report safety hazards to the employer before outside agencies and the Employer agrees to address the safety concerns of the employees in a timely manner.
- 15.3 A Joint Safety Committee shall be formed composed of management and union representatives. This Committee shall meet regularly to review safety reports and deal with other legitimate workplace safety issues.

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## **ARTICLE 16 BULLETIN BOARDS**

The Company agrees that it will furnish the Union adequate space for the purpose of posting notices regarding Union business and Union social matters. The Company reserves the right to refuse to post any notices which do not properly fall within the scope of Union business or Union social matters.

## **ARTICLE 17 TRANSFERS**

- 17.1 The Company may make any transfer of employees from and between job classifications when deemed by it to be expedient and advisable in the conduct of its business, but no transfer of an employee from one operation to another shall be made for the purpose of discrimination. Length of service, ability and physical condition, in the order named shall be considered in effecting transfer from one job to another.
- 17.2 When a transfer has been made, any employee or Union official shall have the right to question the Plant Manager as to his reasons for affecting such transfer. If it is felt that the reasons given are insufficient and that an employee or employees have been moved improperly, then a grievance shall be filed in accordance with Article 10.
- 17.3 In the event a machine is shutdown and the employee(s) are given the opportunity to select available work or be released from work, such option will be offered on the basis of seniority without penalty under the attendance policy.
- 17.4 It is understood that the Company may fill any supervisory position as it sees fit in its sole discretion.
- 17.5 In the event that an employee covered by this Agreement shall be promoted to a non-bargaining unit position, removing him from the jurisdiction of this Agreement, he shall be granted a leave of absence not to exceed six (6) months to try out a new position with the employer. If, at a later date, he is returned to the bargaining unit, his hire date shall be adjusted to reflect his seniority as of the date his six month trial period ended. Employees so transferred shall not continue to accumulate seniority past the end of the six month trial. For vacations, holidays, etc. he shall retain his total company service.

## **ARTICLE 18 JOB BIDDING**

- 18.1 Employees will be provided an opportunity to bid job openings on the basis of seniority. In the event a senior employee is unavailable to bid on a job opening due to vacation, he will be entitled to submit a bid upon his return to work. A thirty (30) working day training period will be utilized for all bid jobs. If at any time during the training period the employee demonstrates to the supervisor that he cannot perform the work satisfactorily, he will be removed and placed back in his old bid job.
- 18.2 Vacancies will be posted within five (5) working days of the date the vacancies occur. All job postings will remain posted for three (3) business days excluding weekends. The Company will place employees on bid jobs as soon as practicable, but no later than thirty (30) working days of acceptance of the job. Employees will be transferred no later than thirty (30) days after the employee accepts the job. In the event the Company fails to transfer the employee within thirty (30) days, the bidding employee will receive the pay rate of the job to which he has bid, provided the pay rate is greater than his current pay rate.

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## ARTICLE 19 FURNISHING OF TOOLS

The Company will furnish necessary tools and equipment for work including boots, raincoats, hats and other protective equipment when necessary for the employees in the course of their work. Employees issued tools or protective equipment are responsible for loss or damage other than normal wear. The Company will provide uniform service for regular maintenance employees on the basis of two (2) changes per week at no cost to such employees.

## ARTICLE 20 FUNERAL LEAVE

In the event of a death in an employee's immediate family (and immediate family shall be considered as husband, wife, son, step-son, daughter, step-daughter, mother, step-mother, father, step-father, father-in-law, mother-in-law, sister, brother, grandparents and grandchildren of such employee) the employee shall be paid for the day preceding the funeral, the day of the funeral and the day following the funeral. All such pay shall be for eight (8) hours per day at straight time hourly rate.

Saturdays and Sundays shall not be included under this Article unless they are scheduled work days for the employee or employees involved.

## ARTICLE 21 HEALTH AND WELFARE

21.1 The employer agrees to provide insurance coverage through Fleet Owners Insurance Fund at the following monthly premiums:

	December 1, 2006	December 1, 2007	December 1, 2008
Single	\$275.00	\$300.00	\$350.00
Family	\$750.00	\$800.00	\$850.00

Employees will share in the above premiums at the following weekly rates:

EFFECTIVE <u>12/1/2006</u>		EFFECTIVE <u>12/1/2007</u>		EFFECTIVE <u>12/1/2008</u>	
SINGLE	FAMILY	SINGLE	FAMILY	SINGLE	FAMILY
\$9.35	\$11.88	\$12.23	\$17.65	\$18.00	\$23.42

21.2 The employer shall continue insurance coverage for a period not to exceed one (1) year in the event of an occupational disability.

21.3 The employer shall continue insurance coverage for a period of three (3) months in the event of non-occupational illness absence.

21.4 In the event of layoff, insurance coverage terminates the end of the month in which layoff occurs.

## ARTICLE 22 PENSION

22.1 The employer agrees to continue providing a non-contributory Pension Plan in accordance with the provisions of the current plan.

## **ENGINEERED WIRE PRODUCTS / TEAMSTERS LOCAL40 2006-2009 CBA**

22.2 The current plan shall be modified to reflect the following changes in benefits on the dates shown:

For employees retiring on or after:	The benefit per month year of service will be:
December 1, 2006 .....	\$27.50
December 1, 2007 .....	\$28.00
December 1, 2008 .....	\$28.50

22.3 The full text of the Pension Plan is on file with the employer, the Union's local office and the Internal Revenue Service. Summary plan Descriptions will be distributed to employees.

### **ARTICLE 23 JURY SERVICE**

When an employee is called to serve on a lawfully constituted Jury, he shall be excused from work for time equal to that spent in Jury Service. Such employee shall be paid the difference between his regular straight time hourly rate (maximum of eight (8) hours per scheduled workday) and the amount of the jury allowance provided by the court.

If the employee is selected to serve, the employee is entitled to this benefit provided he provides court produced documentation of his service including days and hours served along with the amount he has received or will receive from that service. The maximum duration of this benefit for any employee in any one calendar year is fifteen (15) days.

For purposes of this Article, Jury Service means that the employee is summoned by the court and reports for duty or selection and complies with the provisions hereof.

### **ARTICLE 24 SUPERVISORS WORKING**

Supervisors and other non-bargaining unit personnel will not perform work of the same nature as bargaining unit personnel. Except for the purpose of training and/or troubleshooting or unless qualified employees are not available.

### **ARTICLE 25 ASSIGNABILITY**

During the period of this Agreement, as extended from time to time, it shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. The Company will notify the respective Local Union at least twenty (20) days prior to the effective date of any transfer to any successors or assigns.

**ENGINEERED WIRE PRODUCTS / TEAMSTERS LOCAL40 2006-2009 CBA**

**ARTICLE 26  
TERMINATION**

This Agreement shall remain in full force and effect until November 30, 2009, and thereafter, from year to year, unless either party hereto notifies the other, in writing, not less than sixty (60) days in advance of any such termination date, of its desire to modify the terms of this Agreement or to terminate it with respect to any such additional one (1) year period.

It is further mutually agreed and understood by both parties that if any provisions of this Agreement be found invalid by Law, such provisions shall become null and void between the parties; however, none of the other provisions of this Agreement shall become invalid thereby.

IN WITNESS WHEREAS, the parties have hereunto set their hands at \_\_\_\_\_, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by their respective duly authorized.

## **ENGINEERED WIRE PRODUCTS / TEAMSTERS LOCAL40 2006-2009 CBA**

Mr. Arthur Schrader, President

Teamsters Local 40

200 Wilmar Avenue

Mansfield, Ohio 44907

Dear Sir:

This will confirm the understanding regarding disciplinary suspensions during our negotiations.

1. If a suspension is deemed necessary by the management, the Union President or Secretary /Treasurer will be notified a meeting is necessary to discuss the matter.
2. The Union officials shall make every reasonable effort to attend such a meeting within five working days of notification.
3. The Union officials will be given the facts of the case prior to the meeting. If the Company determines the suspension must be administered; it shall suspend the employee/s involved. This suspension shall then be subject to the grievance procedure unless the meeting results in an alternate arrangement.
4. If the Union officials do not attend or are not available during the five working days, the Company shall suspend the employee and the case shall be subject to the grievance procedure.
5. In case of major rule infractions such as being under the influence, dishonest, fighting, etc. the employee/s involved shall be suspended immediately without prior notice to the Union.

Yours Truly,

Engineered Wire Products  
T.W. Quinn  
Manager  
TQ:ds

## **ENGINEERED WIRE PRODUCTS / TEAMSTERS LOCAL40 2006-2009 CBA**

January 23, 1989

Mr. Arthur L. Schrader  
President  
Teamsters Local 40  
200 Wilmar Ave.  
Mansfield, Ohio 44902

Dear Mr. Schrader:

As we discussed during our recent meeting, this will outline the Company's approach to attaining a drug-free workplace at our Upper Sandusky plant. We expect to have this program well defined and in operation beginning April 3, 1989.

1. We will require a pre-employment drug screen as part of our pre-placement physical examination. Any trace of alcohol and/or drugs will be cause for us to continue our search for more suitable employees.
2. We must comply with the requirements of the Occupational Safety and Health Act of 1970 (OSHA) in creating and maintaining a safe workplace. Therefore we will develop and institute a policy of testing current employees when the supervisor has "reasonable cause" to believe and employee's usual behavior at work is being influenced by drugs and/or alcohol.
3. As part of the overall campaign toward a drug-free workplace, we will train our supervisors and union stewards to recognize the symptoms which are manifested by substance abusers.
4. Our basic policy toward employees with drug/alcohol related problems will be one effort at treatment and /or rehabilitation using outside professional services followed by disciplinary action on a second occurrence. Discipline will be in accordance with posted plant rules.

Arthur L. Schrader

January 23, 1989

**ENGINEERED WIRE PRODUCTS / TEAMSTERS LOCAL40 2006-2009 CBA**

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We are sure your Local, and International Union support drug-free, safe workplaces and will join with the Company in working toward these goals. Please acknowledge your support by countersigning this letter so we can let all employees know of our mutual concern for their well-being at work.

Sincerely,

PRICE BROTHERS COMPANY  
John B .Tonkin  
Manager, Corporate Services  
JB/news  
Local 40

Arthur L. Schrader  
President  
cc: John Thomas



**ENGINEERED WIRE PRODUCTS / TEAMSTERS LOCAL40 2006-2009 CBA**

December 1, 1998

Mr. Charles Givens, President  
Teamsters Local 40  
200 Wilmar Ave.  
Mansfield, OH 44907

Re: Employee Notification of Death in Family

Dear Sir;

Pursuant to our recently completed negotiations, this will confirm our understanding regarding the application of the Company's Attendance Plan in the event an at-work employee is notified of the sudden, unexpected death of a relative.

Employees at work who are notified of the sudden, unexpected death of a family member (as defined in Article XIX) will be excused for the balance of the shift. That absence will not be counted under the Attendance Plan.

Yours truly,

Shel Lahr  
Vice President - Manufacturing