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AGREEMENT  
Between MUELLER CO. And  
Local 7-838 United Steel, Paper and Forestry, Rubber, Manufacturing,  
Energy, Allied Industrial and Service Workers International Union, AFL-CIO  
(United Steelworkers, USW)

This Agreement dated this 12th day of June, 2020, A.D., executed in duplicate, made and entered into by and between Mueller Co., a **Delaware** Corporation its successors and assigns hereinafter for convenience sometimes designated as the Company, the Management, or the Corporation and The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers or USW) on behalf of its Local Union #7-838 of The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO (United Steelworkers or USW) hereinafter referred to as the Union representing the Bargaining Unit hereinafter defined:

**ARTICLE 1**

**WITNESSETH:**

**1.1** It is the object of the parties hereto to establish and maintain fair and equitable hours, wages, working conditions and other conditions of employment; to preserve and promote harmonious relations and to promote the efficient operation of the Company's plants in order to maintain the Company's competitive position; neither party will exercise its right, powers, or functions in violation of this agreement in dealing with the other. That for and in consideration of the mutual terms, covenants, conditions and agreements hereinafter specifically set forth the Company and the Union have agreed and do by these presents agree as follows:

Recognizing their obligations under Title VII of the Civil Rights Act of 1964, The Americans with Disability Act, and The Family and Medical Leave Act, the Company and the Union pledge as follows. The Company pledges not to discriminate with regard to hire, discharge, or in any other way discriminate against an individual with respect to their compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify individuals because of such individual's race, color, religion, sex, age, national origin, disability as provided by law, or any other provisions or law that might become applicable. The Union pledges not to exclude or expel from its membership or segregate, or classify its membership or fail to refer for membership individuals or to discriminate, cause or attempt to cause the Company to discriminate against an individual's race, color, religion, sex, age, national origin, disability, as provided by law, or any other provisions or law that might become applicable.

**1.2** The Company:

- A.** Shall furnish to each employee employment and a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to employee;
- B.** Shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Standards for General Industry.

Each employee shall comply with occupational safety and health standards and all rules, regulations and orders issued pursuant to the Occupational Safety and Health Standards for General Industry which are applicable to their own actions and conduct.

**ARTICLE 2**

**RECOGNITION OF THE UNION**

**2.1** The Company recognizes the Union as the exclusive bargaining agency of all the employees in the unit hereinafter described for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. Unit appropriate for the purpose of collective bargaining is as follows:

All production and maintenance employees of the Company in Decatur, Illinois, and Macon County excluding the Time Study Engineers, Time Clerks, Watch Persons and Guards, Laboratory and Engineering employees, Cafeteria employees, confidential employees such as divisions inspectors and production control clerks, clerical employees and supervisory employees with the authority to hire, discharge, discipline, or otherwise effect changes in the status of the employees or effectively recommend such actions, and any other employees handling or having access to Company records, mailing and shipping lists or confidential information of the Company.

The parties mutually agree in addition to the certification, all shipping department employees in the plants of the Company in or near Decatur, Illinois, excepting supervisors, traffic manager, billing clerk or clerks and all employees in the Shipping Department Office at any of said plants shall be considered in the Bargaining Unit and eligible for Union membership, but that no such supervisors, traffic manager, billing clerk or clerks or any employee in the Shipping Department Office at any of said plants shall be in the bargaining unit or eligible for membership in the Union during the period of this contract.

The Company may employ summer employees during the months of June, July and August. These employees will in no case work more than sixty (60) working days during June, July and August. Hiring preference will be offered, to the extent available, equally to children of active Mueller Company and Union employees. Summer employees will only be employed after all laid off employees with seniority have been offered recall. Wages and benefits for summer employees will be determined by the Company. If summer employees work over sixty (60) days, they will be considered as having served their probationary period and will be placed on the seniority list and subsequently receive all appropriate benefits in this Agreement.

**ARTICLE 3**

**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**3.1** The management of the Company's plants covered by this agreement and the direction of its working forces at such plants is vested exclusively in the Company, subject to the provisions of this agreement. The Company shall not promote, aid or finance, during the life of this agreement, any rival labor group for the purpose of undermining the Union. Work performed shall be done as directed by the Supervisor.

**3.2** In the event the Company elects during the term of this agreement to place new work in the Decatur facility, it will staff such new work by recalling one (1) laid off employee for each new hire from the acquired business. Should there be insufficient laid off employees, the Company will bid the jobs and then fill any remaining jobs **from a qualified pool of candidates**. The Company will establish wages at no less than the lowest R rate and may, at the Company's discretion, restrict movement out of the new work for a period not to exceed twelve (12) months with the exception of recall to permanent title and shift of the laid off employees accepting such new work. During the twelve (12) month period the Company will bid jobs that become open as well as any other un-bid job at their discretion. All other plant work rules or negotiated contractual rights and benefits will be per the current agreement.

#### **ARTICLE 4**

##### **UNION RESPONSIBILITY AND SECURITY**

**4.1** All of the Company's present employees in the Bargaining Unit, who are now or may hereafter be eligible for membership in the Union and shall become members in accordance with the bylaws and constitution of the Union as a condition of employment for the duration of this agreement. All new employees hired by the Company shall after a period of sixty (60) working days (probationary period), become and remain members of the Union in accordance with the bylaws and constitution of the Union as a condition of continued employment for the duration of this agreement.

**4.2** It is agreed, however, that, notwithstanding the above provision, the Company shall have the right from time to time to designate employees, who are being trained as sales person or engineers, to work, in the departments on jobs included in the bargaining unit above defined without being subject to the foregoing provision.

##### **CHECK OFF**

**4.3** In order to facilitate and assist employees in the payment of their monthly dues to the Union, the Company shall from the effective date of this agreement, honor voluntary authorization forms, as specified below for deduction from their wages on the first pay day of each month, the monthly dues including initiation fees as levied by the USW International Union or Local Union in accordance with the constitution and bylaws of the Union. The company shall pay such sum to the treasurer of International USW on or before the fifteenth (15) day of each month, accompanied by an abstract showing names and amounts deducted from each individual.

It is further understood and agreed that the voluntary authorization forms (in triplicate) shall be furnished by the Union to the employees; the original to be delivered to and retained by the Company, the duplicate to Local 7-838 USW and the triplicate to the employee.

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 by the Company in complying with this Article 4 and/or in reliance upon payroll deduction cards submitted by the Union to the Company. With respect to any employee laid off, who has signed a voluntary authorization form for dues check off and is recalled to work after layoff under the terms of this agreement, it shall not be necessary for them to sign a new authorization form for the payment of dues. The signature on the original authorization shall be the authority to continue to deduct their dues upon reinstatement.

It is understood this voluntary authorization form shall be in effect for one year or the termination of this contract whichever occurs first, but it shall automatically be renewed at the expiration date of the authorization if such employee does not revoke this authorization in writing during a period thirty (30) days before the termination of the authorization or yearly period. If the employee does not revoke this authorization during the above period, such authorization shall hold good from year to year, subject to the foregoing thirty (30) days revocation at any annual revocation date of this authorization.

#### **ARTICLE 5**

##### **STRIKES AND LOCKOUTS**

**5.1** The Company agrees not to lock out any of its employees during the life of the Agreement. The Union agrees not to engage in strikes (including sympathy strikes and labor holidays), slow-downs, or stoppage of work during the life of the Agreement. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activities and no employee shall participate in any such activities.

**5.2** The Mueller Co. agrees that suit will not be instituted against the International Union, its representative, officers of the Local Union, or the Local Union collectively because of an unauthorized strike, or work stoppage which interferes with the operation of the Company or the manufacture of its products, if the International Representative and Officers of the Local Union do all in their power by letter to Mueller Co. and through news media as well as personal contact with the offenders to get the offenders back on the job. The above does in no way protect the offenders from suit and/or disciplinary action and such guilty offenders shall have no recourse through the grievance procedure, except where there is a dispute as to whether such strikers have or have not participated in such unauthorized action.

#### **ARTICLE 6**

##### **UNION REPRESENTATION**

**6.1** For the purpose of collective bargaining the employees shall be represented as follows:

- A.** By a department Steward representing a minimum of four (4) employees in each department and on each shift, except there may be more than one Steward in a department on a shift if mutually agreed to by the Union and the Company.
- B.** By a shop bargaining committee of six members of the Union representing all employees, one of whom will be the President of the Union and one who will act as Chairperson.
- C.** By International Representatives or International Officers who may be called in at any time by the Local Union Representatives.
- D.** Union Work Analyst representing all employees on sections relating to work Standards.

All representatives mentioned above shall be selected in any manner determined by the Union. The Union will keep the Company informed of any changes in Committeeperson's zones from the following:

- Department 80 (2100)
- Department 70 (2400) and the remainder of Plant 1: 47 (8300), 36 non-skilled (4300), 37 non-skilled (4200)

- Department 36 skilled (4300), 35 skilled (3300), 37 skilled (4200), 104 skilled (3200)
- Department 60 (1400)
- Department 50 (1100) and remainder of Plant 4: 100 (3400 & 3700), 35 non-skilled (3300)

The Company will notify the Union Recording Secretary when Stewards bid out of, are reduced out of their zone, or leave the Company. The Union will notify the Company within five (5) working days of any changes in Stewards, Officers and Committeepersons.

## ARTICLE 7

### GRIEVANCE PROCEDURE

- 7.1** Should any difference of opinion arise between the Company and the Union or between the Company and any employee covered by this Agreement with respect to wages, rates of pay, work standards, hours of work, or other conditions of employment an earnest effort shall be made to settle such difference promptly in accordance with the following procedure. Any employee shall be privileged to write a grievance if they are directly affected by the grievance. Their grievance shall be confined to any question on wages, rates of pay, work standards, hours of work, or other conditions of employment. A grievance of a general nature in a department may be written by the Committeeperson of that zone or by the Steward of that department. It is the intent that grievances will not be signed by employees other than those involved in the grievances. Grievances relating to general questions on wages, rates of pay, including time study and job evaluation, hours of work, or other conditions of employment, which may apply to more than one department or have a bearing on the overall plant wide operation shall be written by either the President of the Union or the Chairperson of the Bargaining Committee. In order to be valid, a grievance must be reduced to writing and presented to the department head within five (5) working days of either the occurrence of the event giving rise to the grievance or when the grievant should have reasonably become aware of it.
- 7.2 Step 1:** Any employee having a grievance shall first discuss the grievance with the supervisor who will call the Steward, if the employee wishes to have them present and an attempt will be made to adjust the grievance. Should either the employee or the Steward wish to discuss with each other the complaint without the supervisor being present they shall so inform the supervisor of their department and they shall be privileged to set a time of discussion, but no later than one hour from the time the request was made. Before the complaint goes to Step 2 there shall be a discussion between the Supervisor, and the employee and/or Steward as provided in this step. When an employee is subject to disciplinary action resulting in suspension or discharge, they shall, if they so request, be represented by either their Committeeperson, if available, or another Committeeperson. In cases of other forms of discipline, the employee will be represented if they request by their Steward or if the Steward is absent, another Steward or a Committeeperson, whomever is available.
- 7.3 Step 2:** If no satisfactory adjustment is obtained under Step One (1), the Steward shall reduce the grievance to writing on the standard grievance form which shall be signed by the employee or employees involved, by the Steward and three (3) copies shall be supplied to the Department Head. All grievances processed in this step must be signed and dated by a Bargaining Committee Member. The Steward and the Department Head shall again attempt to settle the grievance. The Steward may request their Department Head to arrange for the Committeeperson of that zone to attend this meeting in this step of the grievance procedure if necessary. If no settlement is reached, the Department Head shall write their answer on the grievance within three (3) regular scheduled working days. The Department Head may ask for Management assistance if necessary.
- 7.4 Step 3:** If no satisfactory adjustment is obtained under Step Two (2), the Steward shall hand the grievance to the Committeeperson representing that zone. The Committeeperson shall forward the original copy of the grievance to the proper Human Resource representative (the Step 2 answer shall be presented to the Human Resources department by the second scheduled Step 3 grievance meeting), who shall place it on file, and it shall be discussed in the regularly called grievance meeting. The time of discussion in the regularly called grievance meeting shall be as mutually agreed between representatives of the Company and the Union. Representatives normally present at this step of the grievance procedure are the members of the Union grievance committee and representatives of the Company as designated by the Decatur Plant Manager. Any grievance may be discussed up to a maximum of two (2) times in different meetings in this step of the grievance procedure.
- 7.5** If, after a grievance has been discussed in two (2) different meetings and no settlement reached by mutual agreement between parties, the meetings may be extended, or if no mutual agreement is made to extend the meetings in this step the grievance shall be placed in the fourth step.
- It is further agreed any grievance does not necessarily have to be discussed in two (2) different meetings in the third step. A grievance may be moved to the fourth step of the grievance procedure at any time upon the consent of both parties.
- 7.6 Step 3:** Grievance meetings will be scheduled regularly every other week on a day and time mutually agreed upon by both parties. In case of grievances not being settled at this meeting, the Chairperson of the Bargaining Committee or representatives of the Management may request an additional meeting to be held before the next regularly scheduled grievance meeting. Such meeting shall be called within three (3) regular working days (upon mutual agreement of both parties) of the last meeting. If there are no grievances on the agenda to be discussed, representatives of either the Company or the Union may request a meeting to be held on the regular grievance meeting date for the purpose of discussing problems which are of mutual interest, and if representatives of both parties agree the meeting will be held.
- The Bargaining Committee shall meet for the purpose of reviewing, and processing grievances prior to a scheduled grievance meeting. The Union will contact Human Resources within one hour of the Bargaining Committee's portion of the 3<sup>rd</sup> step meeting start time to schedule a time for the meeting to take place that day. They shall then meet with company representatives to discuss and review such grievances at a mutually agreed time and place.
- 7.7** Any grievance that has not been advanced to Step 4 of the grievance procedure within ninety (90) days from the date the grievance was turned in (during the next scheduled grievance meeting) shall be considered withdrawn without precedent.
- 7.8 Step 4:** If a grievance goes into this step of the procedure, the meeting shall be held within three (3) regular working days or later if mutually agreed by both parties. The meeting shall be held at the time and place agreed upon by the representatives of the Company and the Union; however meeting times, travel time and preparation time will be in accordance with 7.6. If not settled in this meeting the grievance procedure shall be considered as being exhausted unless both parties mutually agree the meeting be extended. The Company will present its final position in writing

to the Union at the next regularly scheduled grievance meeting. For discharge grievances, the Company will present its final position to the Chairperson of the Grievance Committee within three (3) regularly scheduled work days from the meeting.

**7.9** Representatives in step 4 of the grievance procedure shall be: For the Union - Grievance Committee, President, International Representative or Representatives. For the Company – Decatur Plant Manager and/or their Representatives.

**7.10** When the question of back pay is involved, back pay shall never be considered beyond the date when the grievance was written provided, however, that adjustment may be retroactive to the beginning of the pay period covered by such pay. If there is an instance in which the grievance, or cause for grievance is carried from one pay period to another, the question of back pay would be agreed as to the beginning of the first pay period, referred to above except in the case of a layoff and recall grievance. In such case, back pay would be considered up to a thirty working day maximum previous to the date such grievance was brought to the attention of the supervisor.

**7.11** The Company, the Union or the complaining employee may call necessary witnesses to the meeting between the bargaining committee and management. All witnesses so called shall be reimbursed for actual working time lost at their regular hourly rate of pay. Travel time will be allowed as outlined above for members of the grievance committee.

**7.12** The grievant, Steward, and Committeeperson shall be allowed time to discuss grievances in steps one (1) and two (2). The grievant will be paid no more than fifteen (15) minutes per grievance at their hourly rate of pay not to exceed fifteen (15) minutes per grievance. The Steward will be paid for up to fifteen (15) minutes per day per grievance at their hourly rate of pay not to exceed one (1) hour per day. The Committeeperson will be paid for up to fifteen (15) minutes per day per grievance at their hourly rate of pay not to exceed two (2) hours per day.

Members of the Bargaining Committee shall receive pay at their regular hourly rate for all working time lost attending meetings with the Company and/or their representatives. Members of the Grievance Committee will be paid in the same manner as above for time lost in grievance meetings.

## **ARBITRATION**

**7.13** In the event the bargaining Committee is not satisfied with the Company's answer, as provided in Step 4 of the Grievance Procedure, the Union may, within thirty (30) days after the receipt of the Company's answer, notify the Company in writing that it wishes to submit the grievance to an impartial arbitrator. The selection of the arbitrator shall be made in the following manner:

The moving party shall request the Federal Mediation and Conciliation Service to furnish both parties with a panel of seven (7) impartial Arbitrators. Thereafter, alternately each party shall strike one name from the panel and name of the person last remaining on the list shall be designated as the Arbitrator and their appointment shall be binding on both parties. Either party shall have the right to reject one list. The powers of the Arbitrator are limited as follows:

**A.** They shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

A copy of the FMCS request for an arbitration panel shall be supplied to the other party.

The Arbitrator must agree to render their award and opinion within thirty (30) calendar days of the arbitration proceedings.

**Three members of the Bargaining Committee** shall be authorized to be absent to attend the arbitration hearing. Up to three (3) persons from the **Bargaining Committee** shall be paid at their hourly rate of pay for all time actually spent in the arbitration hearing.

The expense and fees incident to the services of the Arbitrator shall be paid equally by the Company and the Union, excepting the services of a court reporter which shall be paid for by the requesting party. If both parties receive a copy of the transcript, they shall share equally in the cost.

## **GRIEVANCE PROCEDURE ON DISCHARGE**

**7.14** The Company recognizes any employee discharged for cause may consider such discharge a grievance if they believe they have been unjustly dealt with. Any alleged grievance resulting from discharge shall be handled only under the procedure provided in this article; namely, the complaining employee shall file a written complaint with the Union stating the facts of the discharge and their alleged reasons for believing they have been unjustly dealt with. Such written complaint shall be in triplicate and filed with the Union within three (3) regular working days from the time of discharge. The Union shall, within one (1) regular working day after receiving such complaint, serve a copy of the complaint by leaving the same with the proper Human Resource Representative who shall therefore call a special meeting of the Bargaining Committee to meet within three (3) regular working days to consider the alleged grievance. Handling of such a grievance shall begin with Step 3 of the regular grievance procedure. The Company will notify the President of the Union (or another Union Official in the absence of the President) and the Union Committeeperson in the discharged employee's zone within one (1) work day. Should the Company fail to notify the required individuals, the time limits to file a grievance will be extended for a period equal to the late notification.

## **GRIEVANCE PROCEDURE ON DISQUALIFICATION OF AN EMPLOYEE FOR PHYSICAL REASONS**

**7.15** If an employee is disqualified from employment for any job by the Company doctor, they shall, if they so request, be represented by their Steward, or if their Steward is absent, another Steward or Committeeperson, whomever is available and have the right to turn in a grievance over this disqualification if they feel it is not justified. This grievance shall immediately be referred to Step 3 of the grievance procedure.

## **GRIEVANCE PROCEDURE FOR STANDARDS ISSUES**

**7.16** If there is a standard dispute or issue that cannot be resolved, the normal grievance procedure starting with step 3 will be used to resolve the matter.

## **ARTICLE 8**

### **SENIORITY**

**8.1** Seniority shall be applied to all cases of layoff, recall, filling of job opening, preference of shifts, and filling of new jobs or operations, which may be created by the Company, except as otherwise provided for in this Agreement in Articles 8, 9, 10, 11, 14, 18, and Letter 3, and unless otherwise agreed upon between the Company and the Union. Seniority for all employees other than supervisor and confidential employees shall mean the status acquired by length of service with the Company to which certain rights attach. Such rights for employees in the Bargaining Unit or who have been at some time in the Bargaining Unit, or who have worked on a job which is now considered in the Bargaining Unit shall:

- A. Have seniority only from the last date of hiring.
- B. Accumulate and retain seniority while working on any job while in the Bargaining Unit.
- C. Retain seniority in the unit for time actually spent on the job in the unit or which are now considered as being in the Bargaining Unit.

Seniority date shall be from the most recent date of hire. Companywide seniority lists shall be posted each six (6) months. At the end of each work week, the Human Resources Department will send the Recording Secretary of the local Union a report of hires, separations, and transfers.

When more than one employee commences work on the same day, they shall be placed on the seniority list in alphabetical order.

#### **JOB MOVED**

**8.2** When a job is moved from one department to another department, or within a department, or from one plant to another plant in Decatur or Macon County, Illinois, the employee working on that job which is to be moved, will be offered the right to move with that job and will have their seniority transferred immediately to that department or plant. They shall then become subject to layoffs or recalls in the new department or plant.

When a job is moved from one department to another and the job duties are changed to the degree that a different job description is required, the permanent titleholder will be given a choice of either going to the new department or plant with their job or exercising their seniority to remain in their home department and shift.

When an entire department is either moved from one location (or plant) to another, or an entire department is eliminated and jobs are eliminated as a result of such move or elimination, employees in the eliminated jobs will be assigned based on their plant wide seniority to other departments under the plant wide layoff procedure in Section 9.2.

Once placed (in accordance with the layoff and recall procedure), per the three (3) preceding paragraphs of this section (8.2), affected employees' seniority will be moved immediately to the new department.

#### **PROBATIONARY EMPLOYEES**

**8.3** All new employees shall be regarded as probationary employees for the first sixty (60) working days of their employment. No employee shall acquire seniority until they have completed sixty (60) working days of employment. To acquire seniority, the first sixty (60) working days of employment may be cumulative over a six (6) month period from the first date of hire. New employees will be eligible for sick leave benefits after the completion of the above probationary period. New employees become eligible for all other benefits, except 401k, after thirty (30) working days.

At the end of the first sixty (60) working days of employment the probationary employee shall be placed on the seniority list and their seniority shall date from the date commenced work after last hiring date.

The department and classification in which the employee is working upon the completion of their probationary period shall be considered as their home department and classification even though it is a different department other than the one in which they were originally hired.

Employees hired for inventory work shall not hold permanent title to a job until placed on a job other than inventory.

#### **SENIORITY OF BARGAINING COMMITTEE, STEWARDS, AND UNION WORK ANALYSTS**

**8.4** It is recognized by both parties that super-seniority is to provide adequate Union representation, as provided for in this agreement, when employees are working in the plant. Members of the Bargaining Committee, the President, and the Union Work Analysts shall, during their term of office, have top plant wide seniority. (Example) If only one employee is needed in a zone, it shall be the Zone Committeeperson. These members shall be elected by the Union. Seniority granted them as such shall not be used to bid jobs or for overtime work. At the end of their term of service, they shall be returned to their regular standing on the seniority list in their regular department.

##### **A. Layoffs other than indefinite:**

Members of the Bargaining Committee, the President and Union Work Analysts will have super-seniority within their home plant during temporary layoffs due to departmental down days (as defined in Article 9.1[A]), inventory (5 days per calendar year), vacation shutdowns, and emergency situations (not to exceed 5 consecutive down days) and power curtailments. In the case of skilled jobs, super-seniority will apply where the employee has either held title to the job or completed the Company Sponsored Training Program where applicable. Departmental Stewards shall head the seniority list in their respective departments or department zones on their shift during their term of office. Super-seniority shall be used for the purpose of retaining the last job they can hold in the department/zone (should their regular departmental seniority not hold them in the department).

##### **B. Indefinite Layoffs:**

Committeeperson and Union Work Analysts shall exercise their top seniority in their zone before going plant wide. The Union President shall, during the term of their office also have top plant wide seniority which can be exercised plant wide in the event of an indefinite layoff. Department Stewards shall head the seniority list in their respective zones, on their shift during their term of office. During a layoff a Steward shall exercise only their regular seniority in the particular rate class down to the last job that they can hold in their zone by use of their regular seniority. The Steward then shall exercise top seniority to hold the last job of their zone even though there are employees with greater seniority laid off. During recall the Steward shall be the first employee recalled to their zone and shift and may be placed on any job under this circumstance. They shall stay on that job until they are moved in line with the recall provisions of this agreement according to their regular department seniority. Seniority granted them as such shall not be used to bid jobs or for overtime work. Once they exhaust their Steward's seniority, they shall revert to their natural department and plant wide seniority for further layoffs and recall. At the end of their service as Departmental Stewards, they shall return to their regular standing on the seniority list. The Union shall notify the Company of the zone which the Committeeperson and Stewards represent.

In the event of a reduction of force in a skilled department, a skilled Union Committeeperson will be allowed to bump anywhere in the skilled group provided they can perform the job that they would be placed upon. In the event they should be disqualified, they may be placed in any

other job in the skilled group that they could perform. The situation could arise where they could return to their home department and displace a more senior employee.

During the reduction in force, the Steward in a Skilled Department will use their natural skilled seniority to bump into another classification in their zone. If the employee cannot bump into another classification, the Steward will exercise super seniority and remain in the current classification until such time as the classification is eliminated in that zone. Should the Steward be laid off from their classification, they will be placed in another classification in the same manner as all other Stewards.

#### **SENIORITY OF PHYSICALLY HANDICAPPED OR INCAPACITATED EMPLOYEES**

**8.5** Any employee with seniority who has become permanently incapacitated, as a result of compensable injury, compensable occupational disease, personal injury, or personal illness and is unable to do the work to which they were assigned at the time of injury or contraction of disease, shall upon their return to service with the Company be employed in other work in the department or plant which they can do after mutual agreement of the Company and the Union.

If the employee's family physician and Company physician disagree on the employee's physical ability to do the job the Union and the Company shall agree on a third doctor who is an industrial doctor and their findings shall be taken into consideration. A letter shall be sent to the third doctor giving the basis for disqualification by the Company doctor and the difference of opinion by the employee's family physician. The letter shall be signed by the Human Resources Director and the Chairperson of the Union Bargaining Committee.

If, after receiving a written report from the third doctor upon the condition of the employee involved, and after consideration has been given to their report and the employee is returned to work the charge for examination made by the third doctor shall be paid by the Company. In the event the employee is not returned to work, the third doctor will be paid by the employee. In any event, the employee will pay their own family or personal doctor.

Upon their return, they may take another job in the same rate class on the same shift if physically able to perform it and if their seniority will permit. If not able to fill a job in their own rate class, they shall be given the opportunity of filling a job in the next lower rate class on the same shift in which their physical fitness and seniority will permit. If they are unable to do any of the jobs on their own particular shift, they may exercise seniority in the same rate class on any remaining shift in their department or any lower rate class where their seniority will permit on jobs which they are physically able to perform.

If unable to perform a job in their own department due to physical disability and seniority, they shall be placed on a job plant wide in their own rate class and shift or next lower rate class where their seniority and physical ability will permit.

Subsequently, they will be bumped and recalled in line with their seniority like any other employee, except that if they land on a job they cannot or should not perform, they will be placed on a job in as nearly the same rate class they landed after bumping as possible, replacing the employee with the least seniority first.

Employees placed under this clause will be permitted to submit a Job Bid under the Job Bid Procedure of this Agreement but will be declared ineligible if they submit a Job Bid on a job they cannot or should not perform. The first job on which placed after the disability will be the disabled employee's new permanent title, and will remain such through subsequent bumping unless they submit a Job Bid under the Job Bid Procedure of this Agreement and obtains new permanent title.

#### **LOSS OF SENIORITY**

**8.6** All seniority provided for in this agreement and the employment relationship shall terminate in the case of the employee if,

- A. They quit.
- B. They are discharged and not reinstated under the grievance procedure.
- C. They are absent from work for three (3) consecutive work days without notifying the Company's Human Resources Office either by telephone, certified or registered mail with return receipt requested, or in person. In case of personal notification, the Company shall tender the employee a signed receipt acknowledging such notice. The exceptions to these conditions are:
  1. A written note by the employee brought to their supervisor by a co-worker.
  2. If the employee is living at home, members of their immediate family may call and report them off work.
  3. If the employee is married, the wife or husband may call in for the report. It is the intent of both parties that employees notify the Company as soon as possible.
- D. They fail to report for work to the Human Resources Office of the Company within three (3) work days after having received the registered or certified letter and signs an acknowledgment card acknowledging the fact that they or some individual at their last known address has received and accepted such registered or certified letter from the postal authorities, or their registered or certified letter is returned to the Human Resources Office unclaimed.
- E. They overstay a leave of absence except as provided in 13.2
- F. They are transferred to a Company plant or plant affiliated with the company outside the City of Decatur, and Macon County, Illinois.
- G. They have been laid off for a maximum period of three (3) years equal to their length of continuous service or three (3) years, whichever is less. For purposes of this section only, all employees will be deemed to have at least one (1) year of continuous service.
- H. They give false information in order to obtain leave of absence.
- I. They are granted a leave of absence and accept any other work on such leave which is not approved by the Company.
- J. If an employee refuses to be recalled under the recall provisions of this contract.
- K. They retire under the Mueller Co. Retirement Plan.
- L. They leave the Bargaining Unit to accept a **position outside of the bargaining unit.**

**ARTICLE 9  
LAYOFF PROCEDURES**

**LAYOFF – DEPARTMENTAL**

**9.1 A. TEMPORARY LAYOFF DUE TO DEPARTMENTAL DOWN DAYS:** Employees other than skilled shall be laid off or recalled by departmental seniority provided the layoff does not exceed five (5) consecutive work days. In no event will the Company exercise these departmental layoffs to exceed an accumulation of sixteen (16) work days per contract year in any department. One-half (1/2) day will be reduced from the available departmental down days for each power curtailment day up to a maximum of two (2) days reduced from the available departmental down days. If the Company decides that a job must be worked during a temporary layoff, employees scheduled to work other than Skilled will be selected in the following manner:

1. Members of the bargaining committee, the president, the Union Work Analysts and zone/departmental Stewards as defined in section 8.4(A), will have super-seniority.
2. Employees with the most departmental seniority.

If the job of an employee selected in 1) or 2) above is scheduled to work, they will work their job provided their seniority permits. All jobs other than Skilled will be filled by giving a choice of jobs (those which will be worked) to the employees with the most seniority.

Employees scheduled to work on skilled jobs will be selected by seniority within the classification. In the event sufficient skilled employees are not found to perform the work, the Title Holders with the most seniority from all three (3) shifts (who has not scheduled vacation) will be scheduled to work.

**B. INDEFINITE LAYOFF:** If the Company knows that the layoff shall exceed five (5) consecutive work days or if the layoff does exceed five (5) consecutive work days, the employees shall be placed or recalled to work and placed on jobs in the Bargaining Unit by laying off employees within the Bargaining Unit that have the least seniority as further explained in this Article.

Employees other than those working on jobs designated as skilled, jobs shall be laid off by departmental seniority in the following manner:

1. Probationary employees in the affected plant shall be laid off first.
2. Employees with seniority shall be laid off in line with their seniority and with the opportunity of placing themselves in other departments.
3. If an employee's job is abolished or should there be a reduction in the departmental working forces, the employees affected shall exercise their seniority in the following manner:
  - a. By first taking an open job in the department on their shift. A job is considered open only after it has been bid.
  - b. By replacing the employee with the least seniority in the department on the same shift provided they have more seniority.
  - c. By taking an open job in the department on the following shift.
  - d. By replacing the employee with the least seniority in the department on the following shift provided they have more seniority.
  - e. By taking an open job in the department on the remaining shift.
  - f. By replacing the employee with the least seniority in the department on the remaining shift provided they have more seniority.

An employee who is forced to displace another employee as a result of a reduction in force or job abolishment (and utilizes the portion of the procedure spelled out in either b, d, or f above) and finds that the employee with the least seniority in the department on the shift concerned is on a job (as provided in Article 13), shall then have the opportunity of replacing the next least seniority employee in the department on that shift who is not on a job; however, if the employee has either held title to the job as shown on the Company records on that job, or completed the in-house training where applicable, they shall be able to exercise their seniority for the job.

1. During a departmental layoff or recall, if an employee is disqualified as a result of inability to do the job, they shall be placed on any open job on their shift other than a job on which they have been disqualified. If no opening exists, they shall be placed on the job of the employee with the least seniority on their shift working a different job if their seniority is greater. If they cannot place themselves on their shift they shall go to the succeeding shift.
2. Should the Company decide to reduce a classification on a shift, the employee with the least seniority in the classification on the selected shift will be reduced.
3. It is understood an employee in exercising their departmental seniority shall not be allowed to refuse a job unless they are physically unable to do the job. An employee refusing a job in their department during layoff shall be considered as quitting. If an employee by reason of their seniority is unable to place themselves in their department, they shall exercise their plant wide seniority as defined in Section 9.2.

When there is more than one employee being placed at the same time, employees will select from available positions in order of their seniority. Placement will be as follows:

1. **10 or less being placed:**

The employee must make their selection immediately when offered the choice. If the employee is not available to make the choice, the Company will make a telephone call to the affected employee to offer them a choice from the available openings. Should the employee not be at home, but someone answers, the employee will be given one (1) hour to return the telephone call and make a decision on the openings. A Committeeperson will be given the opportunity to verify telephone calls to employees who cannot be contacted by telephone. If the employee cannot be contacted, they will be placed in the unfilled opening upon their return to work.
2. **More than 10 being placed:**

The Company will schedule a meeting on Company premises during the regular work week for the purpose of allowing employees to select the job they desire. Employees who either fail to attend this meeting or fail to make a choice when presented to them at this meeting will be bypassed and placed on available jobs by the Company. The meeting place and time will be communicated to the

Chairperson of the Bargaining Committee and posted on the bulletin boards in the plant. Employees wishing to attend the meeting will be paid at their hourly rate if the meeting is held during their regular shift. Employees from other shifts will not be paid to attend the meeting.

#### **LAYOFF - PLANT WIDE**

**9.2** If their seniority allows, employees will first have the opportunity to be assigned within their home plant "where they hold permanent title" under sections (a) and (b), before being assigned to the other plant. The employee displaced from their home department shall be assigned or laid off consistent with the following provisions:

- A.** By being assigned to any open job that might exist in the plant, but if no opening exists, by
- B.** Being assigned to the job held by the employee with the least seniority in the plant if they have greater seniority. However, if an employee is physically unable to do the job of the employee with the least seniority, they shall have the right to be assigned to a job held by the employee with the next least plant wide seniority who is in a different job classification than the employee with the least seniority provided they have more seniority than the employee they are replacing. If more than one employee is being placed at one time under this procedure, employees with the greatest seniority shall be placed on the job carrying the highest rate of pay in all cases where possible.

If, as a result of the layoff procedure, employees are unable to hold a job in either plant, they will be notified as follows:

- A.** If the work force is reduced by less than 5 (Plant 1 & Plant 4) affected employees will be notified five (5) days prior to the layoff. If notice is not given prior to the end of the last shift five (5) days prior to the employees' layoff, the employee will be paid their hourly rate of pay for any portion of the eight (8) hours.
- B.** If the work force is reduced by 5 or more, or an entire shift is laid off, the Company will make every attempt to notify affected employees of the impending layoff five (5) days prior to the layoff. If notice is not given prior to the end of the shift five (5) days before the employee's last day or the employee is laid off in lieu of notice, the employee will be paid their hourly rate of pay for any portion of the sixteen (16) hours not given.

**9.3** An employee who has seniority enough to be placed under either (a) or (b) in Section 9.2 above may waive their rights to that department by signing a waiver to the department they are assigned under (a) or (b) and they shall be given a copy of the completed waiver form. They shall do this at the time they have asked the Human Resources Office for reassignment following layoff from their department. When an employee waives a job for which they are eligible due to layoff, such job will be filled by the employee with the most seniority on the placement list not placed by the above procedure, and who do not sign waivers under the same procedure as outlined in Section 9.2(b). Employees who sign a waiver of their plant wide seniority rights under this provision shall be put on the recall list and await recall to any department other than the department or departments waived.

Employees who do not have enough seniority for placement under Section 9.2 or this Section (9.3) and are to be laid off shall be given an opportunity to sign a waiver, with a copy of the completed waiver given to the employee if they desire covering certain departments prior to their active layoff. Employees who have signed a waiver under this provision and are on the recall list shall be recalled to any departments not waived in line with their seniority.

Employees who have signed waivers under this Section (9.3) may report to the Human Resources Office and ask their waiver be dropped and then they will be considered for recall on the basis of their plant wide seniority as provided under plant wide recall. Employees who remove their waiver will be considered for recall on that basis immediately unless letters are out for recall of other employees, in which case they shall wait until that recall is completed. Employees who do not sign waivers under this Section (9.3) and are on the recall list may report to the Human Resources Office in person and sign a waiver and it will take effect immediately provided there is no recall letter out to that employee. Employees may make such changes as provided herein only once during the layoff. Waivers signed under this Section (9.3) will only hold good until the employee is recalled. An employee will be given the right listed herein for waivers on every layoff in which they are affected.

**9.4** If, as a result of the procedure in the above two sections (9.2 and 9.3), an employee is assigned to an unskilled job they cannot perform satisfactorily within the forty-five (45) day work period, or a skilled job they cannot perform satisfactorily in the sixty (60) day work period, either as a result of physical inability or inability to do the work, after being disqualified, they shall have the right to be assigned, to a job held by the employee with the least seniority plant wide who is in a different job classification. This clause shall be used only once during a layoff. Employees who are disqualified from a second consecutive job shall be placed on the recall list and wait recall to any other department (except the department where the most recent disqualification occurred) to jobs other than those that they have previously been disqualified from. However, such employees shall also be entitled to recall to jobs other than the ones they disqualified from (including the department where the most recent disqualification occurred) before new employees are hired to fill these jobs.

**9.5** Any employee who refuses a job under the provisions listed above and who has not yet waived their plant wide rights to that job as provided above shall be considered as quitting. An employee displaced from their regular department shall retain their seniority in their regular department for recall purposes except for the following:

- A.** If a job is open on a plant wide Job Bid and an employee who is displaced from their regular department is the successful bidder, they shall have the right to designate their request as permanent or temporary. If they desire the new job as permanent, they shall then lose their recall rights.
- B.** However, if they do not wish this job to be on a permanent basis, they shall hold their seniority in their regular department for recall purposes and be recalled when their seniority will permit.

**9.6** If, as a result of a layoff, an employee is assigned to a job in another department, they shall have no seniority rights in that department for Job Bid purposes; however, should it be necessary to reduce the forces in that department, that employee shall not be displaced from this job unless they are being displaced from this job by an employee with greater plant wide seniority. This shall also apply to an employee who has been awarded

their Job Bid when they are out of their department and chooses to hold their recall rights, but an employee who has been awarded their Job Bid and chooses to transfer their seniority and forfeits their recall rights shall then come under the regular department seniority rules.

In the case of a layoff the employee with skilled seniority shall be able to exercise their total plant wide seniority to secure a job. Skilled seniority (as provided in Article 12) may not be used for the purpose of requesting to move from one skilled job to another skilled job using the Job Bidding Procedure. A skilled employee displaced from the skilled departments (Plant 1 and Plant 4) into a non-skilled job, as a result of layoff, shall be displaced from their job only by an employee with greater plant wide seniority.

## **ARTICLE 10 RECALL PROCEDURES**

### **PLANT WIDE RECALL**

**10.1** When additional employees are needed in the plant on jobs other than skilled jobs (recall to Skilled jobs as provided in Articles 12), the employee with the most seniority on the recall list shall be recalled to the opening unless they have waived that department, in which case they will be by-passed unless the job is in their regular department. This procedure shall be continued down the seniority list until an eligible employee is recalled. If all of the employees on the recall list have waived that department, a new employee may be hired for the job. Employees on layoff in excess of sixty (60) calendar days are not eligible to bid on an open job for thirty (30) working days after being recalled. These employees will be allowed to bid prior to any new hire being placed on posted jobs.

### **RECALL - DEPARTMENTAL**

**10.2** As the forces in a department are increased, the following procedure will be followed:

- A.** Employees shall be returned to their permanent title in reverse order of layoff, however, they shall be returned to their permanent shift in line with their departmental seniority as needed.
- B.** When a job opening occurs within a department and no employee either in the department, laid off, or working out of the department holds title to the job, the job shall be filled in accordance with the Job Bidding procedure of the contract. The Job Bidding cycle shall be completed in the department, but the remaining jobs will not be offered plant wide if there are employees laid off from the department. If this is the case, recall to the job will be made as in Paragraph 4 below.
- C.** When a job opening occurs and an employee on the seniority list does hold title to the job, the job shall be filled in the following manner:
  - 1.** If the permanent title holder is working on that shift where the opening occurs, they will be recalled to their permanent title.
  - 2.** If there are no permanent title holders on the shift where the opening occurs, the employee with the most departmental seniority bumped off of that shift will be recalled to fill the opening.
  - 3.** After the moves have been made in the department as required herein, the employee with the greatest departmental seniority will be recalled provided they are still working in the plant; or the employee with the most departmental seniority laid off who is on the plant wide recall list and is the eligible employee to be recalled plant wide. If this is not the case, the employee eligible for recall on the basis of plant wide seniority will be recalled to the departmental opening. When recalling more than one employee into the plant for work, if one of these employees holds title to a department which has a job open, they shall go back to their department regardless of their seniority standing in the group being recalled.
  - 4.** No employee shall have the right to refuse a job under the recall provision for the department unless they furnish medical proof they are physically unable to do the job. In that event, they shall remain on the job they are on, until another job comes open for which they shall be given the same consideration. This provision shall not affect the employee from returning to their permanent title when their seniority permits. If an employee does refuse a job and they are physically able to do the job, they shall be considered as quitting.

**10.3** For the purpose of layoff and recall, open jobs shall be described as:

An open job is one which management decides should be placed into operation determined by operating conditions. If, and when, a job is abolished or reduced, the layoff procedure will be used. If the Company decides to place the job back in operation, it will be filled by the recall procedure or Job Bid Procedure whichever is appropriate.

**10.4** If a classification on a shift is worked over fifteen hundred (1500) hours in any twelve (12) month period and there is a displaced titleholder, the job will be filled through the recall procedure.

**10.5** Employees who are laid off out of the plant shall be placed on the recall list and shall remain on the Company's seniority recall list for a period equal to their length of continuous service or three (3) years, whichever is less. For purposes of this section only, all employees will be deemed to have at least one (1) year of recall rights.

Any jobs that become open shall be filled by recalling the employees to work who were last laid off except as provided in this agreement. An employee who has been laid off for six (6) consecutive months will have included in the recall physical; a drug and alcohol screening. Positive drug or alcohol results will subject the employee to the requirements of the Substance Abuse Policy. When recalled, the job requirements of the open job shall be explained to the recalled employee. If the employee should decide not to accept the job because of physical inability to perform the work and this has been approved by the Company Doctor, their name shall remain on the recall list in its proper position and they shall be recalled for other job openings as they occur until such time as the employee is no longer entitled to remain on the seniority recall list, as described above. If the employee accepts the job on the recall, and if, in the opinion of management, they are not fulfilling the job requirements as set forth in the pattern, they may be disqualified on that particular job on any date within a forty-five (45) working day period. If disqualification occurs, the employee shall return to the plant wide seniority list and only be considered for a job opening within their regular department except, however, if all employees have been recalled and new employees are to be hired, they shall be given the opportunity to accept that job if they have gained the necessary experience or in house training, even though they have previously been disqualified on that particular job.

### **RETENTION OF EMPLOYEES' NAME ON RECALL LIST; NOTICE OF RECALL**

**10.6** It is the responsibility of each employee on the recall list to keep the Company informed of their current mailing address, telephone number and e-mail address where applicable, where they can be contacted.

When an employee is scheduled for recall, the Company will attempt to contact the employee by telephone. In addition, the employee will be notified of recall either in person or by registered or certified letter with a return receipt requested. If notice is given in person the Company will tender the employee written acknowledgement of such notice. If notice is given by registered or certified letter, the employee will be given four (4) regular working days from the date of the first attempt to deliver the letter to report to work. If the employee fails to report for work within the four (4) day period, they will be automatically bypassed and the next senior employee will be recalled.

Recall letters returned to the Human Resources Office unclaimed shall give the Company the authority after one (1) calendar week to remove the employee's name from the recall list. Responsibility for further notification to the employee should they be away from home or does not actually sign the card themselves shall not be charged to the Company.

Any employee with seniority, who is laid off, may once during each current layoff period request an extension of recall up to a limit of one (1) calendar week when recalled to any job. If they plan to be away from their permanent address for any reason such request must be in writing to the Human Resources Office or in person. If their request is made in person to the Human Resources Office, that office shall acknowledge to the employee by a written notice to this effect.

If the employee is again recalled within this one (1) week period, they shall be bypassed and the employee with the next greatest seniority will be recalled.

If a job is open on the expiration date of the extension period, the employee will be sent a recall letter as stated in the recall provisions and at that time they shall be expected to report for work within the time stated to protect their recall right.

The extension period may not be used more than one time during each layoff period.

## ARTICLE 11

### JOB BIDDING PROCEDURE

**11.1** Once the recall provisions of this agreement (as provided in Article 10) have been exhausted and management chooses to permanently fill a job, the following procedure will be utilized (after posting that a job will be filled) before hiring a new employee.

The parties fully understand that the Job Bidding procedure offers employees the opportunity for job change and growth and should be considered very seriously. When, as covered by this agreement, a job vacancy occurs because of a new job or a vacancy occurs in any existing job in the plant, it shall be posted at **the designated area(s)** for forty-eight (48) hours so that employees may bid on the open job. The Job Bid notice shall include the job description and also specify the job title, the location, the pay status, job qualifications, and the shift of the open position. Indicating explanatory features on the Job Bid provides employees with the information only, and shall not be construed as limiting the company from changing an assignment or physical location within the job title Assignment location shall not be used for disciplinary purposes. Each Job Bid will be numbered. Employees may bid for an open job by completing a Job Bid form and placing it in the locked Job Bid box either at Plant 1 or the Foundry. The bid form will require the employees name, date of hire, signature, clock number and number of the Job Bid for which the employee is bidding. Employees may bid on more than one job at a time and if they are the successful bidder on more than one open job they will be given their choice of the Job Bids at that time, in order of seniority, and will only be charged one bid.

The company shall allow a request for a change of machine or workstation within an employee's same classification, department and shift based on departmental seniority, prior to placing an incoming associate. The remaining vacancy within the classification will become the open position.

If a classification on a shift is worked over fifteen hundred (1500) hours in any twelve (12) month period and there is no displaced titleholder, the job will be bid.

New employees shall not be eligible to bid until they have completed **twelve (12)** calendar months of employment.

**All parties agree that once an employee submits a bid for a position, they assume all risk associated with the testing requirements for that position, if applicable. Any employee who is not able to successfully complete the required testing will remain in their current position and maintain their bidding rights.**

**In the event an employee bids on more than one position in the same bidding cycle, they will be given 24 hours to choose which position they want to be awarded. Once the decision has been made, the employee assumes the risk as mentioned above and the bid placed for the other position(s) will be null and void.**

**11.2** Employees with more than **twelve (12)** calendar months of seniority will be allowed to bid on open jobs that are posted. Employees will be granted no more than one (1) bid in a rolling **twelve (12)** month period from the date the bid is awarded. Employees may have unlimited bids across shifts when the bid is within the same Classification and in the same Department. Employees may not refuse a successful bid. **Additionally, no bid rights shall be required for the following: Team Lead and Maintenance Apprentice. Successful awarding of one of the above positions will result in a bid being used.**

All Job Bids shall be awarded based on seniority and must meet any established prerequisites for the job and have successfully completed any required testing. Employees will not be awarded a job they have previously been disqualified from. First preference in awarding the bid will be based on departmental seniority. If there are no departmental bidders, the job will be awarded based on plant wide seniority and qualifications. Skilled jobs may require the successful bidder to pass the required test in order to be awarded the bid job. If such a test is required it will be indicated on the original Job Bid posting.

If an open job is not filled through this procedure, the job may be filled by an employee on layoff. If there are no eligible employees on layoff the company may hire a new employee at its own discretion.

If for some reason it is determined the job is not needed during the bidding process, the bid may be cancelled by the company. If the bid is cancelled the successful bidder will be entitled to that job if it is posted again within six (6) months from the date of the original bid. The employee will go

to the job unless they have successfully bid to another job in that time frame. In that case the employee will be given the choice of taking the original bid job or staying in their current job. The successful bidder will be requested to sign a job change form acknowledging that they are the successful bidder and will be provided a copy of that form.

If an employee transferred under the Job Bid Procedure fails to perform satisfactorily, they shall be removed from the job classification and reassigned in accordance with the provisions of Article 9.

When a new classification(s) is created, the company will post a notice on all department bulletin boards notifying employees of the new classification(s). The Company will not award these through the Job Bidding Procedure until the new classification(s) notice has been posted for four (4) working days.

A list of all successful bidders, if any, will be posted in Plant 1 and Plant 4. A schedule of effective move dates will be listed at that time. The Chairperson of the Bargaining Committee and the Zone Committeeperson will be given a copy of this information.

**11.3** Seniority preference shall be departmental except as otherwise designated in this agreement. All shifts within a department shall be considered as one (1) for department Job Bidding purposes.

- A. SKILLED JOBS** - When an opening occurs in a skilled job(s), such opening will be filled in the following way:
1. The employee with the greatest craft seniority within the classification and who has requested that shift. If there are none;
  2. The employee within another skilled classification with the greatest plant wide seniority. If there are none;
  3. The employee with the greatest plant wide seniority who has successfully held that classification. If there are none;
  4. The employee with the greatest plant wide seniority who has not previously been disqualified from on that job and has the equivalent experience. If there are none and the Company still desires to fill the open job then they will do so by using the following procedure:
    - a. **APPRENTICESHIPS** - In order to be awarded an apprenticeship opening, the bidder must meet the criteria established by the apprenticeship selection procedure.
    - b. **ALL OTHER SKILLED OPENINGS**
      - i. Recalling the most senior laid off employee who has successfully held the job before, or;
      - ii. Recalling an employee who has the equivalent experience, or;
      - iii. Hiring an employee who possesses the necessary skills to perform the job.

Production employee(s), who bid to a skilled job, must meet the prerequisites and successfully complete any required testing set forth by the Company, before they are awarded the skilled job. Should no employee who has bid on the skilled job qualify for the job, the Company will hire a new employee who meets the prerequisites.

**B. OTHER**

The company may assign employees regardless of seniority to a different machine or work station if there is an open machine or work station in the classification on that shift.

If the Company desires to assign an employee to another machine or work station within their classification when all machines or stations are filled (or "backfilled"), the affected employee(s) will be paid their normal hourly rate.

The exception to the above is in the case of cross training in the classification. If cross training is needed in a classification, the Company may assign employees as needed up to a maximum of forty-five (45) work days after which employees will revert to their normal machine or work station. Training period may be extended by mutual agreement between the Zone Committeeperson and Department Head.

A successful bidder will normally be moved to their new job within two (2) weeks. If the successful bidder cannot be moved within two (2) weeks, the Company will notify the area Committeeperson as to the reason for the delay. In no case will a successful bidder be held on their current job more than six (6) weeks. If not transferred after four (4) weeks the employee(s) will be paid the higher of the two wages for the job held before the bid and the job they have bid on, because the employee volunteers to stay.

Any employee who is the successful bidder on a plant wide opening shall have their seniority transferred to that department effective the date the employee signs the job transfer form.

The transfer date for the beginning of the trial period (as defined in 11.4) will be the actual date the successful bidder is moved to the new job(which may be different from the date referenced in the preceding paragraph).

If an employee is absent because of vacation, or any excused absence **as approved by management**, they may direct their Department Steward or Committeeperson in writing to place a bid for them, and the written directive will be attached to the actual Job Bid when placed in the Job Bid box.

**PROCEDURE UPON DISQUALIFICATION**

**11.4** The trial period for skilled job classifications shall be up to sixty (60) working days; the trial period for unskilled job classifications shall be up to forty-five (45) working days.

If an employee transferred under the procedure listed above fails to perform satisfactorily, they shall be removed from the job classification and reassigned in accordance with the provisions of Article 9. Should they be disqualified from the second job, they shall be returned to the last department they successfully held title to. If there is more than one open job in their home department, the employee will be given their choice of jobs. An employee must have completed the Company Sponsored Training Program (if any) or have successfully passed the applicable test used to determine pass/fail in the Company Sponsored Training Program or have previously held the classification in order to be placed on an open

job. If no opening exists, they shall displace the employee with the least seniority in their home department and shift (provided they have more plant wide seniority).

In the event that an employee who has not passed the Company Sponsored Training Program or does not have previous experience in the classification is unable to displace the least seniority employee in the department that employee will replace the least seniority employee in the department job who has less seniority than themselves.

If their seniority does not permit them to displace an employee in their home department, they shall displace the employee in their home plant with the least (plant) seniority (provided they have more [plant] seniority). An employee must have completed the Company Sponsored Training Program (if any) or have successfully passed the applicable testing used to determine pass/fail in the Company Sponsored Training Program or have previously held the classification in order to be placed on an open job.

In the event an employee who has not passed the Company Sponsored Training Program or does not have previous experience on the job is unable to displace the least seniority employee in the plant, that employee will replace the least seniority employee in the plant who has less seniority than themselves.

An employee who fails to perform satisfactorily after being awarded a job under this procedure shall receive seniority in the department in which they were ultimately placed.

## **ARTICLE 12 SKILLED JOBS**

### **SENIORITY**

**12.1** Tool and Die Maker; Pattern Maker; Machine Repair; Electrician - Plant 1; Electrician - Plant 4; Millwright; Department 104 - General Maintenance; **Painter**, Auto Mechanic Technician; Pattern Maker Technician; Plant 1 Machine Repair Technician; Plant 1 Electrical/Electronic Technician; Tool Maker Technician; Plant 1 Maintenance Technician; Plant 4 Electrical/Electronic Technician; Plant 4 Mechanical Maintenance Technician (apprentice in all crafts).

The above skilled jobs are each considered a skilled department. Other jobs in that department that are not skilled jobs will be considered as a non-skilled department. This will not be interpreted to restrict the Company from using employees from the unskilled department to provide support assistance to the members of the skilled crafts in the performance of their duties. Skilled employees will perform work only in their home plant. However, should the need arise, the Company may elect to temporarily transfer skilled employees between skills.

All jobs and classifications listed above shall be known as skilled jobs and have seniority as explained below. An employee assigned to any job in any of the skilled classifications mentioned above shall have department seniority and plant wide seniority, except as otherwise stated in this agreement. The Company and the Union hereby incorporate by reference the terms and conditions of the Mueller Skilled Apprenticeship Program as negotiated and agreed to on August 26, 1993 **and amended July 10, 2015**.

- 12.2 A.** When a job is abolished or there is a reduction made in the working forces of the crafts in the skilled classifications, the employee with the least craft seniority within that craft shall be laid off so as to maintain the working forces on all shifts, it may be necessary that employees shall be transferred from one shift to the other by moving the employees with the least seniority.
- B.** When an open job occurs in the above skilled crafts, other employees in that craft on other shifts may use their seniority to preference it through the Job Bid Procedure (Article 11.3.A.2). Jobs remaining open shall be filled by using the plant wide Job Bid Procedure.
- 12.3 A.** When a job is abolished or there is a reduction in the working forces in one of the skilled classifications, employees shall then exercise their seniority in other classifications where they have accumulated skilled seniority before exercising their plant wide seniority. Skilled employees may waiver other skills in addition to being entitled to the waiver policy for plant wide placement. They shall not be displaced from that job if there should be a further reduction in force, unless by an employee with greater plant wide seniority. If, in the layoff, the employee is forced to leave their skilled job, they shall come under the plant wide layoff provisions of this agreement.
- B.** Employees laid off from above skilled crafts, shall be recalled in the reverse order of layoff in line with their skilled seniority. When laid off from the plant, they shall be recalled by their skilled seniority, regardless of their plant wide seniority status.
- C.** Employees who have been displaced from their skilled department for twelve (12) Consecutive months may submit, within thirty (30) days, a written request to the Human Resources Department and gain departmental seniority rights in their current department.

### **PLANT WIDE JOB BIDDING FOR EMPLOYEES IN SKILLED JOBS**

**12.4** If an employee on a skilled job should be a successful bidder on a job plant wide that is classed as an unskilled job, they shall be able to use their plant wide seniority for the purpose of the Job Bid Procedure. If they obtain a job under this procedure, their plant wide seniority shall be transferred to them immediately when assigned to the new job. In the department in which they are the successful bidder, they shall have seniority in that department only as given them under their plant wide seniority minus their skilled seniority. Skilled seniority shall be retained by that employee only for holding a job under the plant wide layoff provision. If they are the successful bidder back to the craft from which they left, they shall be given their previous skilled seniority in that craft. If as a result of job abolishment or force reduction, an employee is displaced from their skilled job and placed on another job which is unskilled in another department that employee shall be permitted to be the successful bidder on a plant wide opening within the plant using their total seniority. If they are the successful bidder and choose to retain their recall rights to their skilled craft, they shall so indicate on the Job Transfer Form and they shall have the privilege of recall to their skilled craft according to their skilled seniority. If they are the successful bidder under the above procedure and choose not to retain their recall rights at the time of successful bid, they shall forfeit all recall rights to their skilled craft.

## **ARTICLE 13 LEAVES OF ABSENCE**

### **GENERAL TYPE LEAVE**

**13.1** An employee absent from work for six (6) of their consecutive scheduled work days for any reason other than approved vacation, occupational injury, or occupational illness shall apply for a leave of absence, unless hospital confinement prevents the employee from making application. Leave of absence involving sickness or personal injury cannot exceed a period equal to an employee's length of continuous service or three (3) years, whichever is less. For purposes of this section only, all employees will be deemed to have at least one (1) year of continuous service. At the discretion of Management, an employee covered by this agreement may apply for a leave of absence, but no leave of absence shall be recognized as binding unless the same is in writing and signed by the Human Resources Manager or other designated representative of the Company showing the date that such leave is granted and the date when the leave expires. No leave of absence shall be valid for more than three (3) consecutive months after the date of the last work performed in any given time except in the case of sickness or injury. Any employee who is unable to work because of accident or sickness shall be entitled, on application, to a leave of absence. Provided, however, that in order to obtain such leave of absence, a physician must certify in writing that such employee is unable to work by reasons of illness or accident. In order to keep such leave of absence in effect, the physician's certificate must be renewed at thirty (30) day intervals.

**13.2** If an employee fails to renew a leave of absence due to illness or injury and has furnished proof from their personal physician they were incapacitated from doing their regular work due to illness or injury and such proof is approved by the Company Physician, a leave of absence shall be extended. All employees returning from such leaves shall be approved by the Company doctor. If a disagreement arises under this provision between the employees family physician and Company's physician it shall be handled as outlined under the grievance procedure.

**13.3** All leaves of absence must comply with Family Medical Leave Act.

### **UNION LEAVES**

**13.4** Any employee who has been selected or appointed to an office or as delegate to any labor activity necessitating a leave of absence shall be granted a leave of absence for the term of such activity provided the Human Resources Department is notified forty-eight (48) hours in advance. They shall accumulate seniority during such absence and after the end of the first instance, or at the end of the leave in the second instance they shall be entitled to be employed as they would have been had they not taken such a leave of absence.

Not more than six (6) members of the Union shall be entitled to a leave of absence at the same time by reason of being elected or appointed to an office or as a delegate to any labor activity necessitating a leave of absence. All such leaves of absence for Union business shall not exceed ninety (90) days, provided that any one member designated by the Union may receive a leave of absence for Union activity not exceeding one (1) year. Only one member may be absent on such extended leave of absence for Union business at any one time. If the Union needs a number in excess of those stated in this paragraph, it may request additional members. Permission for leave will not be unreasonably withheld by the Company.

In addition to the above an employee who has been elected or appointed as a regional representative of the International Union shall be given a leave of absence for the duration of their employment as such. An employee on such leave of absence shall not accumulate any pension credits.

### **MILITARY LEAVE**

**13.5** All employees, who leave the employment of the Company to go directly and immediately into the Armed Forces of the United States either by enlistment, induction, mobilization, or draft, shall accumulate seniority during such absence. Such an employee, upon being released from Military Service shall be re-employed by the Company in accordance with Federal Laws enacted for this purpose.

A job which becomes vacated because of an employee(s) departing on military leave of absence may be filled in accordance with the Job Bidding Procedure of Article 11.

The successful employee for an open job (as defined in the paragraph above) will be notified that such job is vacant due to a military leave (as defined in the 1st paragraph of 13.5). The successful employee will be given an opportunity to waive their Job Bid on such job but they must do so immediately upon given the choice. Failure by such successful employee to make a decision will result in that employee being bypassed for the job.

Upon return from military service, the veteran will be placed on the job (if it still exists) which they occupied immediately prior to their military leave. The employee who last replaced the veteran in the classification on the veteran's shift will be bumped and placed under the terms of the layoff procedure of Article 9.

### **PUBLIC OFFICE LEAVE**

**13.6** An employee appointed or elected to a public office which does not require full time participation will be allowed time off to perform the necessary duties so long as it does not result in disruption to production or deprive the Company of skills needed to efficiently complete its tasks. The Company will make every reasonable effort to comply with such requests and permission will not be unreasonably or arbitrarily withheld. It is further agreed that the employee will give as much advance notice as possible to their immediate supervisor of any anticipated absence.

## **ARTICLE 14**

### **HOURS OF WORK AND OVERTIME PAYMENT**

**14.1** It is mutually agreed that the normal work day shall be eight (8) hours starting at the beginning of each employee's shift and the normal work week shall be forty (40) hours starting Monday morning. Each employee shall be paid time and one-half for all hours worked by them in excess of eight (8) hours in any one work shift or in excess of forty (40) hours in any one work week. The normal working shift is eight (8) hours and the normal working week is five (5) days.

The working hours in a normal work week are forty (40) hours. The hours of the shifts at Plant 1 are: (1) 7:00 a.m. to 3:30 p.m.; (2) 3:30 p.m. to 12:00 Midnight; (3) 10:30 p.m. to 7:00 a.m. starting on Sunday night. The hours of the shifts at Plant 4 are (1) 6:30 a.m. to 3:00 p.m.; (2) 3:00

p.m. to 11:30 p.m.; (3) 10:30 p.m. to 7:00 a.m. starting on Sunday night. **Start or stop times vary depending on whether the position is paid or unpaid lunch.**

Any employee who is working a three (3) shift operation, excluding skilled trades, will receive a twenty (20) minute paid lunch. If employees are transferred to a job that is working a three (3) shift operation before their normal lunch time, they will receive a twenty (20) minute paid lunch.

The Company agrees to schedule two (2) paid rest periods of fifteen (15) minutes each. One will be in the first half of the shift and the second during the second half of the shift. Additionally, employees assigned to the foundry operations who are required to wear a Power Air Purifying Respirator (PAPR) will be provided twenty (20) minute break periods, which will allow time to put on and remove required PPE. All employees shall be at their work stations properly attired and ready for work at shift starting time and at the end of a designated break. They shall remain in their work stations until the beginning of a designated break and until shift quitting time.

An irregular shift is any eight (8) hour shift scheduled by Management having starting and quitting hours which are different from those hours in either shifts 1, 2, or 3.

The startup of equipment or the preparation required to start a department on the first shift working following a weekend, down day, plant shut-down, or holiday, will be done by employees from the first shift to work on the startup day. This will not be considered call-in overtime, but a movement of the starting time for the first shift of the day. The employees required for startup will be selected in accordance with the overtime selection process as outlined in the agreement.

Any changes in the starting and quitting hours of an employee's regular shift shall be made only if mutually agreed to by both parties of this contract, except that such mutual agreement is not required when operating requirements necessitate overtime. For the purpose of overtime, an employee or group of employees may have their shift hours changed for up to two (2) hours by notice of at least two (2) days prior to the overtime assignment. Failing such notice, the overtime shall be voluntary. Any overtime assigned to an employee a maximum of two (2) hours before the start of their Sunday normal shift, those hours will be considered an extension of the regular shift start time and the employee will be paid overtime in accordance with any other overtime that would be worked on that day.

If two (2) employees in the same classification desire to temporarily trade shifts, they shall submit a joint request in writing to their Department Head for approval. Temporary trading of shifts will be for a minimum of one (1) week and may be extended on a weekly basis providing all parties agree to the extension. Those employees trading shifts under this paragraph shall assume the seniority of the employee they replace for the purpose of overtime only. The Company will not assume monetary responsibility for any mis-assignment of overtime regarding these employees.

Effective January 1, 2017, all employees will be paid through direct deposit and pay stubs will be e-mailed unless the employee elects delivery by regular mail. The Company will establish kiosks and printers for the purpose of employees to review and/or print their stubs.

**14.2** One and one-half times the regular rate of pay shall be paid for all work performed on Saturday, double time the regular rate of pay shall be paid for all work performed on Sunday, except as herein provided in this agreement.

Overtime payments shall not be duplicated for the same hours worked under any of the terms of this agreement; that is, to the extent that hours which are compensated for overtime rates under one provision shall not be again compensated for at the overtime rate under any other provision in this agreement.

Production employees called in to perform clean up or labor at times other than regular shift will be paid one and one-half times their hourly rate.

#### **OVERTIME RESPONSE**

**14.3** When overtime is required for unskilled classifications due to a major machine malfunction, act of God, or situations beyond the control of management such as labor disputes, fire, tornado, floods, or failure of utilities (air, water, natural gas, steam, electrical), as mutually agreed upon by the Company and Union President or designee, the employee(s) will be required to work overtime when instructed by management unless the Company receives a sufficient number of qualified volunteers. No employees shall be permitted to work overtime except by the consent of Management and no employees shall be required to layoff from their regular shift to work any other shift to avoid overtime pay.

#### **SELECTION OF EMPLOYEES TO PERFORM OVERTIME WORK**

**14.4** When it is necessary for overtime work to be performed and the entire department is required to work, it shall be mandatory for all employees to work. Additionally, overtime may be mandatory by machine (or job title for indirect workers) for up to two (2) Saturdays and for up to thirteen (13) regular work days for each month. No employees can be required to work mandatory overtime every Saturday in a calendar month, except for skilled employees. (Holiday Saturdays not included). In the skilled classification(s) overtime may be mandatory if a breakdown (or other type of problem beyond the Company's knowledge) occurs after the required overtime posting deadline.

When less than a full department (on a specific shift) is scheduled and when less than all titleholders on a classification are required to work on mandatory overtime the Company will:

- A. Offer the overtime to the titleholder(s) in the classification in order of seniority on the shift scheduled.
  - 1. Any employee working the last four hours of the shift on a job being mandated overtime qualifies to volunteer for overtime in that title on the extended shift or the following day.**
- B. May force the least senior titleholder(s) in the classification on the shift to work if no titleholder(s) volunteers in (A) above. This will constitute one (1) mandatory day for the employee.

**In addition, if one shift is required to work mandatory overtime, the other shifts will be offered voluntary overtime, if available.**

**Employees will be excused from mandatory 10 hour overtime provided the following criteria are met:**

- **The employee has an appointment that was scheduled prior to overtime being posted.**
- **The appointment is for the employee and is with a medical, vision, or dental provider.**

- **A note will be required from the provider and must be submitted to HR.**
- **The employee must work the entirety of their normal shift.**
- **The employee will have a choice of leaving at the end of the regularly scheduled shift or working a portion of the overtime prior to leaving for their appointment.**

3 Any classification not required to work cannot be filled by a temporary transfer except when an unforeseen circumstance necessitates labor being shifted into the aforementioned classification.

The above procedure also applies to an employee in a meeting with the Company, during working hours, which is not concluded until the end of their shift.

A notice for daily overtime will be posted in the department two (2) days prior to the day the overtime is scheduled. When overtime is required for unskilled classifications due to a major machine malfunction, act of God, or situations beyond the control of management such as labor disputes, fire, tornado, floods, or failure of utilities (air, water, natural gas, steam, electrical), as mutually agreed upon by the Company and the Union President or designee, the employee(s) will be required to work overtime when instructed by Management unless the Company receives a sufficient number of qualified volunteers. Saturday and Sunday overtime will be scheduled and posted in the department prior to the third shift leaving on Thursday morning. Should the overtime notice not be posted in a timely manner, the overtime will then become voluntary.

When it is necessary for overtime work to be performed in a department on a voluntary basis; or it is necessary that a job title be run overtime on any shift; or work an additional day in any work week, the following procedure will be used to select the employees to work the voluntary overtime:

- Offer overtime to the titleholder(s) in the classification in order of seniority on the shift scheduled.
- The senior employee(s) in the job title on that shift, will be offered the overtime **provided they work the last four hours of the shift.**
- The senior employee(s) in that department on that shift who is qualified based upon the Skills Matrix to perform the necessary work, shall be selected by the Supervisor.

Voluntary overtime will be offered by a sign-up sheet posted in a designated area prior to first break. Employees must sign up for voluntary overtime before the sheet is taken down after lunch, or the answer will be considered "no". Names cannot be removed from the list once it is taken down. Employees who sign up for a voluntary shift acknowledge it will be treated as a regular scheduled work day.

No employee shall be permitted to work overtime except at the direction of Management. The Company shall not be required to give overtime work to an employee who was off during any hours any regular work day or who was absent for an entire working day and does not have a reasonable excuse acceptable by Management for not working.

**14.5** The employee required to report for work prior to their regular starting time and an employee required to work past their regular quitting time shall be paid time and one-half for all such hours worked. This clause, however, will not take care of employees who report late for work or leave during the work day. They will be paid only for overtime work done in excess of eight (8) hours. There shall be no pyramiding of overtime pay.

**14.6** Employees whose regular shift runs through Saturday and Sunday shall be paid time and one-half for the sixth day of their regular scheduled shift and double time for the seventh day of their regular scheduled shift. However, any hours included in the regular shift shall not receive premium pay as outlined above. The regular shift shall be five (5) days.

**14.7** Employees working beyond the ten (10) hours shall receive a fifteen (15) minute paid break. Employees working beyond twelve (12) hours shall receive another fifteen (15) minute paid break.

**14.8** Skilled employees may be temporarily transferred between craft classifications within their Department (i.e., 104, 37) at any time during their straight time shift, provided they can perform the work required.

Overtime selection for additional employees in any skilled classification on a particular shift will be done by the following procedure:

- Full Shift - by offering four (4) hours each to the senior employee within the classification on the preceding and following shift.
- Partial Shift, four (4) hours or less, by offering overtime, first to the senior title holder employee(s) within the classification on the off going shift. Overtime exceeding four (4) hours will first be offered to the senior titleholder employee (s) within the classification, however, overtime will be assigned to the respective shift(s) except as provided below.

Skilled overtime will be assigned to respective shifts. Saturday and Sunday overtime may on occasion run into the following shift for up to two (2) hours to complete the work. Should such job run beyond the two (2) hour extension, the appropriate shift employee will be called in. This extension is not intended to deprive ensuing shifts from normal overtime opportunities.

**14.9** Employees in the Brass Foundry now known as Department 60, shall have clean up time allowance provided in the standards for fifteen minutes clean up before the end of the shift.

**The clean up time shall not in any instance be used for lining up at the clocks to punch out as this is a violation of plant rules. Employees in Maintenance, now known as Departments 37 and 104, will be allowed clean up time as required.**

**Clean up time shall be considered as time worked for the purpose of this paragraph.**

## ARTICLE 15

### HOLIDAY

**15.1** All employees who have passed their probationary period, are on the payroll the day of the holiday, have established seniority, and have worked the last scheduled work day prior to and the first scheduled work day immediately following the holiday shall receive holiday pay. Employees

will also be eligible for holiday pay if they are absent on the last scheduled work day before or the first scheduled work day following the holiday due to a contractually approved absence, an illness verified by a physician stating inability to work, approved vacation, verifiable family emergencies, Union business, or company excused absence (due to lack of work).

It is understood that a scheduled day is defined as Monday through Friday or an additional day (Saturday or Sunday where an employee has agreed to work or is forced to work). However, down days (on which the employee is not scheduled to work) on Monday through Friday will not be used to disqualify an employee from holiday pay.

Employees on military leave, laid off, or retiring, who have worked at least one eight (8) hour shift in the two (2) week period before the holiday, will be paid holiday pay. An employee eligible for holiday pay shall be paid eight (8) hours pay at their straight time hourly earnings.

**15.2** Convert Good Friday and Veteran's Day to floating Holidays. Also, employees can use one vacation day as a call-in day. These three (3) days can be used anytime as call-in days. Employees must call within one (1) hour before the beginning of their shift to be eligible for call-in day.

Eligible employees will be paid for the following eleven (11) holidays:

	2020	2021	2022	2023	2024	2025	2026	2027
<b>New Year's Day</b>		1/1/2021	1/3/2022	1/2/2023	1/2/2024	1/1/2025	1/1/2026	1/1/2027
<b>Memorial Day</b>		5/31/2021	5/30/2022	5/29/2023	5/27/2024	5/26/2025	5/25/2026	5/31/2027
<b>Fourth of July</b>	7/6/2020	7/5/2021	7/4/2022	7/4/2023	7/4/2024	7/4/2025	7/6/2026	
<b>Labor Day</b>	9/7/2020	9/6/2021	9/5/2022	9/4/2023	9/2/2024	9/1/2025	9/7/2026	
<b>Thanksgiving Day</b>	11/26/2020	11/25/2021	11/24/2022	11/23/2023	11/28/2024	11/27/2025	11/26/2026	
<b>Day after Thanksgiving</b>	11/27/2020	11/26/2021	11/25/2022	11/24/2023	11/29/2024	11/28/2025	11/27/2026	
<b>Christmas Eve</b>	12/24/2020	12/24/2021	12/23/2022	12/25/2023	12/24/2024	12/24/2025	12/24/2026	
<b>Christmas Day &amp; 2 Fixed Holidays</b>	12/25/2020 - 12/29/2020	12/27/2021 - 12/29/2021	12/26/2022 - 12/28/2022	12/26/2023 - 12/28/2023	12/25/2024 - 12/27/2024	12/25/2025 - 12/26/2025 12/29/2025	12/25/2026 - 12/28/2026 - 12/29/2026	
<b>New Year's Eve</b>	12/31/2020	12/31/2021	12/30/2022	1/1/2024	12/31/2024	12/31/2025	12/31/2026	

No employees, with the exception of the **Electricians**, shall be required to work on a holiday; however, an employee may agree to work on a holiday and be required to report for work, and if they do not report after agreeing to work, they shall not be paid holiday pay. When a holiday is scheduled on a Monday or Friday, Saturday and/or Sunday overtime will be voluntary only for production employees, and may be mandatory on Saturday and voluntary only on Sunday for skilled employees.

**15.3** Any of the above mentioned holidays that fall on Saturday or Sunday shall be observed on the following Monday. When there are consecutive holidays that occur on the same weekend, the first holiday will be observed on the preceding Friday and the second holiday will be observed on the following Monday.

**15.4** Employees working on any of the holidays listed above will be paid time and a half plus holiday pay for which otherwise eligible.

**ARTICLE 16  
WAGES**

**REPORT-IN-PAY**

**16.1** If an employee reports for work and work is not available through no fault of the employee, and the employee has not received notice in ample time not to report to work, such employee shall receive at least four (4) hours work. If the employee is sent home without work, they shall receive four (4) hours pay at their hourly rate. If any work offered is refused, the employee forfeits the four (4) hours pay. If the Company knows there will be no work available for an employee on their next following shift and the employee did not work their preceding shift, the Company shall not be liable for payment of four (4) hours reporting pay.

The Company shall not be responsible for notification if notice was sent to the last known address or e-mail address, where applicable, as shown on the Company's record and such address is incorrect. When an employee notifies the Human Resources office of a change of address, e-mail address, where applicable, or telephone number they will receive written verification of such change.

The Company shall not be liable for report-in-pay when the lack of work is due to any acts of God or situations beyond the control of management, such as labor disputes, fire, tornado, floods, or failure of utilities (air, water, natural gas, steam, electrical). The Company will make every effort to notify affected employees through the media and by telephone.

The Company will use its most recent telephone list for notification purposes. Employees are expected to keep their phone numbers updated. When an employee notifies the Human Resources office of a change of address or telephone number they will receive written verification of such change.

#### **CALL-IN PAY**

**16.2** If an employee is called in by the Company at hours other than their regular shift, they shall be guaranteed four (4) hours work at their hourly rate of time and one-half, except if they are called in where double time hours apply they shall receive double time pay. If they are sent home without work, they shall be paid four (4) hours pay for time and one-half or double time as the case may be. If work other than the normal job is refused, the employee shall receive pay at the time and one-half or double time as the case may be only for hours actually worked.

#### **NIGHT SHIFT BONUS**

**16.3** A bonus of forty (40) cents per hour for work performed shall be paid to all employees working the regular scheduled second shift. A bonus of forty-five (45) cents per hour for work performed shall be paid to all employees working the regular scheduled third shift. Employees assigned to any irregular shift will receive the same shift premium for all hours worked. Any extension of an irregular first shift shall not receive shift premium pay.

#### **HOURLY WAGE RATE STRUCTURE BASED ON JOB ANALYSIS**

**16.4** The Company and the Union agree that wages shown in Wage Charts attached to the end of this agreement (before signature page) will be in effect until 12:01 a.m. **June 12, 2027.**

### **ARTICLE 17**

#### **VACATION POLICY**

**17.1** All employees in the bargaining unit on the payroll on the anniversary date who meet the eligibility requirements set forth in this policy will be granted time off from work and be paid for such time in the manner explained below: such time off with pay will be known as vacation.

Eligibility will be determined by the anniversary date of the employee's last hiring date and active service credit earned in the preceding year. In order for any employee to earn active service credit in any month, they must have worked a minimum of seventy-five (75) hours in that month.

The following reasons for absence will be counted as days worked in the calculation of active service credit:

- A.** Vacation and holidays.
- B.** Departmental and plant wide down days.
- C.** Vacation plant shutdowns.
- D.** Jury duty and bereavement.
- E.** Medical leave due to a compensable injury or illness where Worker's Compensation is paid.
- F.** Leaves of absence (up to ninety [90] days) for Union business that are approved by the Company.
- G.** Employees will be given vacation credit for up to eight (8) weeks of any single medical leave of absence one (1) time during any calendar year.
- H.** Employees being laid off will be given vacation credit for the month in which they are laid off, provided they work all available hours following the five (5) day notification of layoff.

#### **EMPLOYEES HIRED PRIOR TO JUNE 12, 1988:**

Employees with one (1) year of seniority and twelve (12) months active service credit will be eligible for two (2) week's vacation on their anniversary dates.

Employees with three (3) years of seniority and twelve (12) months active service credit in the year preceding their third (3rd) anniversary date will be eligible for three (3) weeks vacation on their anniversary dates.

Employees in their third (3rd) anniversary year will be eligible for two (2) weeks after January 1 and the third (3rd) week after their anniversary dates provided they have full active service credit.

Employees with ten (10) years of seniority and twelve (12) months active service credit in the year preceding their tenth (10th) anniversary date will be eligible for four (4) weeks vacation on their anniversary date.

Employees in their tenth (10th) anniversary year will be eligible for three (3) weeks after January 1 and the fourth (4th) week after their anniversary dates provided they have full active service credit.

Employees with fifteen (15) years of seniority and twelve (12) months active service credit in the year preceding their fifteenth (15th) anniversary will be eligible for four and one-half (4 1/2) weeks vacation.

Employees in their fifteenth (15) anniversary year will be eligible for four (4) weeks after January 1 and the half week after their anniversary dates provided they have full active service credit.

Employees with twenty (20) years of seniority and twelve (12) months active service credit in the year preceding their twentieth (20th) anniversary will be eligible for five (5) weeks of vacation.

Employees in their twentieth (20th) anniversary year will be eligible for four and one half (4 1/2) weeks after January 1 and the half week after their anniversary dates provided they have full active service credit.

Employees with twenty-five (25) years of seniority and twelve (12) months active service credit in the year preceding their twenty-fifth (25th) anniversary will be eligible for six (6) weeks of vacation.

Employees in their twenty-fifth (25th) anniversary year will be eligible for five (5) weeks after January 1 and the sixth (6th) week after their anniversary dates provided they have full active service credit.

**EMPLOYEES HIRED AFTER JUNE 12, 1988:**

Employees with one (1) year of seniority and twelve (12) months active service credit will be eligible for one (1) week of vacation on their anniversary date.

Employees with two (2) years of seniority and twelve (12) months active service credit in the year preceding their second (2nd) anniversary date will be eligible for two (2) weeks of vacation on their anniversary date.

Employees with nine (9) years of seniority and twelve (12) months active service credit in the year preceding their ninth (9th) anniversary date will be eligible for three (3) weeks of vacation on their anniversary date.

Employees with eighteen (18) years of seniority and twelve (12) months active service credit in the year preceding their eighteenth (18th) anniversary date will be eligible for four (4) weeks of vacation on their anniversary date.

**Employees with twenty-five (25) years of seniority and twelve (12) months active service credit in the year preceding their twenty-fifth (25) anniversary date will be eligible for five (5) weeks of vacation on their anniversary date.**

**SCHEDULING OF VACATIONS**

**17.2** The Company may close the Plant for one (1) week for vacation purposes during the months of June, July, and August. The Company may also close the Plant during November or December for one (1) additional week for vacation purposes. Vacation shut-downs will not exceed two (2) weeks in any calendar year. The Company will notify the Union bargaining committee in writing of their intent forty-five (45) days prior to any vacation shutdown period (but not later than September 1, for the November/December vacation shutdown). Employees will not be required to use vacation during a November/December vacation shutdown week.

Should work be scheduled in any department:

- A. The work will be first offered to the titleholder.
- B. If the titleholder(s) does not volunteer to work, the work will be offered, in order of departmental seniority, to employees who have held title (temporary or permanent).

If scheduled, the Maintenance Departments will be required to work.

Requests for vacation for the current vacation year are to be made in writing during January and February. Employees are to express at least two (2) preferences for vacation time. Quotas for the number of employees allowed to be on vacation at any one time will be established departmentally (and/or by classification) by Management. Plant wide seniority and quotas shall govern the scheduling of vacations pursuant to the requests submitted in January and February. Quotas will not be less than 10% for any day in the calendar year.

Requests for vacations submitted after the end of February will be given consideration and granted, provided quotas have not already been filled.

The vacation period is January 1st through December 31st. Odd hours may be taken at any time as approved. When an employee has less than eight (8) hours of vacation remaining as a result of failing to meet the service credit requirement as outlined in Article 17.1, they may use a partial day's vacation. The employee may then choose to work the remainder of the shift or take an excused absence (no points, no pay). Employees eligible for vacation shall request vacation under the following provisions:

- A. Vacation may only be scheduled in one (1) calendar week increments during the January/February scheduling period. Employees will be granted individual vacation days (on a first come, first serve basis) provided quotas have not already been filled and a forty-eight (48) hour notice is given.
- B. An employee can reserve and will be granted such reserved vacation when the employee is affected by a down day or any other day when they are not scheduled to work.
- C. Any employee, who is eligible for more than two (2) weeks of vacation will be paid for the 3rd, 4th, 5th, or 6th week of vacation (if applicable) on the second pay period in January of the following year. Vacation will only be paid if the Company is unable to schedule vacation during the month of December.
- D. All employees (with the exception of those employees working in the Maintenance Departments) eligible for more than two (2) or more weeks of vacation will be required to reserve one (1) week of vacation to be taken during the June/July/August vacation shutdown. If the Company does not announce a vacation shutdown by June 1, the employee(s) may then schedule their formerly reserved week of vacation.
- E. Vacation shall not be carried from year-to-year.
- F. Employees on leave of absence will not be allowed to schedule vacation in order to receive holiday pay.
- G. Vacation for personal business reasons shall be requested at least forty-eight (48) hours in advance of the expected absence. The request will be granted provided the quotas have not been exceeded.
- H. It is the intent of the Company to permit employees to schedule their vacations at time agreeable to the employees. However, this will not be possible in all cases. Vacations have to be scheduled by the supervisor at such times when such vacations will cause the least inconvenience with the efficient operation of the department. Therefore, it is necessary that each vacation request must be approved by the supervisor.
- I. Vacation requests for January, February and March of a new calendar year may be made during the first full week of the immediate preceding November. Granting of vacation request made during the first full week of the immediate preceding November for this period will be done based on quotas and seniority. Granting of vacation requests made during the remainder of the immediate preceding November and December for this period will be done based on quotas on a first come, first serve basis. Vacation requests/awards made during this time will be subject to all processes, procedures and quotas as defined in this Article.
- J. A scheduled vacation day, **floating holiday or call-in vacation day** on Friday excuses the employee from Saturday.

- K. Employees will be allowed to utilize eight (8) hours of accrued vacation in partial two (2) hour increments at the beginning or the end of their shift. All other accrued vacation must be taken in full day increments. Time used under this Section K will not count toward an employee's FMLA leave entitlement.
  - 1. Scheduling of two (2) hour increments will be subject to the 48-hour notice period.
  - 2. Scheduling a partial vacation day on a Friday will not exempt an employee from Saturday overtime.
  - 3. Partial vacation days will not be subject to the 10% vacation quota.
- L. An employee who uses a full week of vacation (Monday – Friday) will be exempt from overtime the Saturday prior to their vacation.
- M. During the inventory period, employees who take a full week of vacation over the 15% quota will not be excused from the prior Saturday.

#### VACATION PAY

17.3 Any employee granted time off for vacation who is entitled to vacation pay for the time off shall be paid their base hourly rate (including shift premium). Vacation paychecks will be paid out weekly on normal payday with no advance payments.

#### VACATION PAY UPON SEPARATION FROM THE COMPANY

17.4 Employees separated from the Company who are eligible for vacation and all of vacation due for service in the previous year that has not been taken, shall upon separation from the Company be paid all vacation due at the time of separation. **An employee who is reinstated will be allowed to take unpaid time off equal to the number of hours of their vacation payout. This time is subject to the provisions of 17.2.** Any employee to be laid off shall have the following options:

- A. Receiving vacation pay at the time of layoff.
- B. Deferring vacation pay for ninety (90) days from the date of layoff.
- C. Deferring vacation pay until the date the employee has their vacation scheduled.
- D. Deferring vacation pay until the end of the calendar year.

Employees who receive vacation pay under options 1 and 2 above, will not be eligible to take vacation without pay following recall.

In addition to vacation pay for the previous year's service, employees shall be paid for each month's active service (as defined in 17.1) from January 1, to the time of separation in the following manner:

- A. If an employee comes under the one (1) week pay plan, they shall be paid 3.33 hours for each month of active service between January 1 and the date of separation.
- B. If an employee comes under the two (2) weeks pay plan, they shall be paid 6.66 hours for each month of active service between January 1 and date of separation.
- C. If an employee comes under the three (3) weeks pay plan, they shall be paid for ten (10) hours for each month of active service from January 1 to date of separation.
- D. If an employee comes under the four (4) weeks pay plan, they shall be paid 13.33 hours for each month of active service from January 1 to date of separation.
- E. If an employee becomes separated from the Company for any reason and is eligible for vacation under the four and one-half (4 1/2) weeks plan, they will be paid vacation pay on the basis of 15 hour(s) for each month of active service from January 1 to date of separation.
- F. If an employee becomes separated from the Company for any reason and is eligible for vacation under the five (5) weeks plan, they will be paid vacation pay on the basis of 16.66 hours for each month of active service from January 1 to date of separation.
- G. If an employee becomes separated from the Company for any reason and is eligible for vacation under the six (6) weeks plan, they will be paid vacation pay on the basis of 20 hours for each month of service from January 1 to date of separation.

### ARTICLE 18 GENERAL PROVISIONS

#### WORK MEASUREMENT PROVISIONS

18.1 The rights and responsibilities of the Company to establish, determine, maintain, enforce standards of production are fully recognized. Continued failure of an employee to produce on the basis of established standards may be considered a due cause for discharge provided the failure to produce is not due to causes beyond the employee's control. The Union agrees that each employee shall give a full day's work for a full day's pay. The full day's work shall be based on the working day as established by the Management. If a standard rate or daily goal is disputed, the Union Work Analyst will review the standard work process with a company representative to check for discrepancies. If they disagree, a grievance will be written and moved immediately to the 3<sup>rd</sup> step in the grievance procedure.

#### TEMPORARY TRANSFERS

18.2 When it is necessary to make temporary transfers within a department or between departments which are not due to a reduction in force or are not due to a work shortage as defined in the first paragraph under "Work Shortage Transfer", the Supervisor may make such temporary transfers under the following provisions:

##### Selection:

- A. The senior qualified employee(s) from within a department, within a specific classification and on the shift, who has demonstrated the skill in the job description shall be given the opportunity to fill the job.
- B. Should the senior qualified employee(s) decline the transfer, the junior qualified employee(s), who has demonstrated the skill in the job description will then be required to fill the opening.
- C. In the event there are no qualified employees in the selected classification and department, the junior employee in the selected classification in that department may be assigned.

- D. No employee can be forced for other than work shortage transfers for more than eighty (80) hours in any one hundred and sixty (160) hour period and for no more than four hundred and eighty (480) hours in a calendar year. In addition, no employee may be forced to transfer for any reason between plants and shifts. **The supervisors will be responsible for inputting Temporary Transfer hours into the timekeeping system. Upon request the union will be provided a report.**
- E. Employees temporarily transferred will assume the work hours of the job transferred to on the second consecutive work day of the temporary transfer.
- F. Brief transfers (less than 30 minutes) of employees when necessary, during straight time hours, will not be treated as a temporary transfer with regard to selection of employee or pay.

**Rate of Pay:**

- A. Employees shall be paid the higher of their rate or the hourly rate of the job transferred to. (TC-1)

**Work Shortage Transfer:**

When employees in a group or groups has to stop work as a result of a breakdown, power curtailment or power failure, lack of stock, lack of tools, or tooling problems, the employee with the least seniority in the affected classification may be sent home for the remainder of their shift.

**On the other hand, where Management decides upon a work shortage transfer, a temporary transfer will be administered as follows:**

- A. By offering to the employees with the greatest seniority in the job classification directly affected by the work shortage and, if necessary, by assigning to the employee with the least seniority.
- B. If the transfer is to continue for more than the remainder of the shift, employee(s) with the least seniority in the classification, department, and shift affected by the work shortage event shall be transferred to where they can be utilized until the work shortage event is corrected.

**Rate of Pay:**

- A. Employees shall be paid the higher of their rate or the hourly rate of the job transferred to. (TW-1)

**18.3** All downtime shall be reported to the Supervisor for their information as soon as possible after the beginning of the downtime. The Supervisor shall allow the downtime, or move the employee to another job at the Supervisor's discretion.

**VACANCY CREATED BY SICK EMPLOYEE**

- 18.4 A.** A vacancy created by a sick employee will be filled by either temporary transfer or recall from the layoff list solely for the purpose of filling the employee's job. Should the Company decide not to temporary transfer and if there is no one on layoff, a titleholder displaced from the employee's job and on that shift in that department will be recalled. The position vacated by the recalled titleholder will be filled at management's discretion. If there are no displaced titleholders, the Company may hire an employee to fill the employee's job.
- B.** Upon return of the sick employee, the person temporarily transferred to the Sick Employee's Job will be returned to their regular job.
- C.** In the case of a recalled employee who is displaced by the return of the sick employee, such recalled employee shall be placed in accordance with the layoff procedure (Article 9). In the case of a hired employee, they shall be removed from that job in accordance with the layoff procedure of this agreement (Article 9).
- D.** If a sick employee doesn't return, the job will be filled on a permanent basis in accordance with the recall provisions or the Job Bidding Procedure (Articles 10 and 11) as appropriate. An employee in the job on temporary title must have received the job on permanent title through the Job Bidding procedure.
- E.** After the sick employee's job has been filled as provided in subsection (A) of this Section 18.4, if a layoff occurs, all moves will be made in the manner set forth in this agreement with the exception of filling the sick employee's job. After all moves and shift changes have been made, the employee with the most seniority who is scheduled to be laid off from the department will be kept to fill the sick employee's job. The same procedure will hold true on a plant wide layoff.
- F.** If a new employee has been hired to fill the sick employee's job and the sick employee returns, the new employee will fill an open job in the same plant in which they work before filling an open job at the other plant, and that will become their new department and classification.

**INVENTORY WORK**

**18.5** The Company shall have the right to shut down a plant, a department, or classification(s), for up to five (5) working days for inventory purposes. The Company will make a good faith effort to notify the Union of the dates of the inventory at least thirty (30) days in advance of the beginning of the regular inventory. Should less than thirty (30) days notification be given, due to unforeseen circumstances, the reason for the late notification will be given to the Bargaining Committee as soon as possible.

The taking of inventory and all work in connection therewith shall be performed by any employee selected and willing to do such work as provided below:

- A. The Company reserves the exclusive right to determine the number of participants needed for physical inventory.**
  - 1. Volunteer sheets will be posted to gauge interest.**
  - 2. If more volunteers than needed, the senior qualified employees will be selected.**
  - 3. If fewer volunteers than needed, the junior qualified employees will be forced to work.**
- B.** The taking of inventory and all work in connection therewith shall be performed by all employees. A 15% vacation quota will be allowed for those performing inventory work. However, the jobs to be filled will be determined by the Company and individual assignments during the inventory period will be made at the discretion of management.
- C.** Reduction in employees during the inventory period shall be made on a departmental seniority basis.
- D.** If overtime work is required during inventory, the senior employee working in the department will be given the opportunity to perform the work. However, all employees working on the job of posting permanent inventory record files during inventory period will continue to work on this job if needed regardless of seniority.
- E.** Should a plant, a department, or classification(s) not shut down for inventory or start production prior to the completion of the inventory the employees who normally work the job to be worked will be asked to work by seniority on their regular shift.

- F. The regular Senior Tech hourly rate or the employee's regular hourly rate, whichever is higher, shall be paid for inventory work.
- G. After the completion of the plant wide inventory, the start-up in Department 60 (Cleaning and Grinding personnel) may be delayed for up to one full working day. In the event of a delayed start up, the Company will utilize one of its departmental down days.
- H. Should the Company decide to perform pre-count, the Company may use contract labor to perform the work. The only exception to this is when the Company requires fork truck drivers. If there are employees on layoff, they will be recalled to the available fork truck positions. Recalled employees who are driving fork trucks will be paid the appropriate R rate of pay but will not receive group medical, dental or life insurance for the first thirty (30) working days of the pre-count period. At the end of the pre-count, bargaining unit employees will be subject to the layoff provisions of the agreement. If there are no bargaining unit employees laid off from either plant who have not waived the pre-count jobs, the Company may use contract labor.
- I. If contract labor employees are hired by the Company, days worked on pre-count will be counted toward the probationary period if hired within six (6) months of such pre-count.

**SUPERVISORY EMPLOYEES**

**18.6** Supervisors or confidential employees shall not be permitted to perform work on bargaining unit jobs, except in the following situations:

- A. Emergencies when regular employees are not immediately available or one constituting an immediate danger or risk to property or personal health or safety.
- B. In experimentation, or in the instruction or training of employees.
- C. In the performance of necessary work when production difficulties are encountered on a job or to "lend a hand" to an employee in the performance of their duties on an incidental basis.

**DISPENSARY, DOCTOR'S OFFICE OR HOSPITAL VISIT**

**18.7** If, due to an injury or illness, an employee is required to leave their job to visit the **first aid room**, doctor's office or the hospital for treatment, the following policy shall be followed regarding payment of time away from the job. If, due to personal illness, the employee has to report to the **first aid room** for first aid treatment, then returns to the job, they shall be paid their hourly rate for time lost from their job visiting the **first aid room**. If it is necessary they leave the plant to see their own doctor or go to the hospital for personal illness, they shall not be paid beyond the time they left the plant.

When it is necessary for an employee to leave their job due to an occupational injury or a subsequent visit due to an occupational injury during their shift, they shall be paid their regular hourly rate of pay for the time spent away from their job on that day and shift provided such time away from the job is approved by the attending physician.

When an employee is required to see the Company doctor, the Company will schedule the doctor appointments for employees on first (1st) and second (2nd) shifts during their work shift. Third (3rd) shift employees will be paid at their hourly rate for the actual hours that they spend at the doctor's office. This will be calculated from the doctor's log which will show the time the employee checked in and checked out.

**LIGHT DUTY**

**18.8** Any employee who suffers a work related injury and is released for work with restrictions that can be accommodated will be returned to work within those restrictions and will be paid their hourly rate.

Light duty work is defined as modified or make-work that can be performed within the restrictions established by a physician. An employee placed on light duty work will be assigned to light duty work in their home department and shift provided work is available within their restrictions.

Should there be no work available within their restrictions in their home department and on their home shift, these light duty employees will be assigned, by reverse order of seniority, to a Light Duty Pool and may be moved to work within their restrictions in any department on any shift in any plant. Employees transferring from their regular shift will be transferred in one (1) week increments or more.

The work done by those employees in the Light Duty Pool shall include, but is not limited to, rough painting, cleaning, housekeeping tasks, and other duties as agreed by the Union and Company which fall within the employee's medical restrictions.

Should an employee be required to work in another plant, transportation to and from the plants will be provided.

If an employee on light duty is performing a job within their home department that is scheduled to work overtime, they will be offered the overtime seniority permitting. When their entire home department is scheduled to work, an employee on light duty will be offered the work, however if an employee is working on light duty outside of their home department they will not be offered the work.

**BULLETIN BOARDS**

**18.9** The Company will furnish a bulletin board in each department to be used by the Union for the posting of notices checked by the Company and restricted to:

- A. Notice of Union recreational and social affairs.
- B. Notice of Union election.
- C. Notice of Union appointments and results of Union elections.
- D. Notice of Union meetings.
- E. Other notices concerning bona fide Union activities.

The Company will post seniority lists and Job Bids on these boards.

Bulletin boards will be placed in locker rooms for the purpose of posting items for sale or trade. Items posted must be on a three by five white card, may be posted for one week only and must be approved by the Supervisor and Steward.

## ELECTRONIC TIME CARD (OR EQUIVALENT) AND ADDRESS INFORMATION

**18.10** Each employee will be furnished with an electronic time card (or equivalent), and if this electronic time card (or equivalent) is lost, the employee will report it immediately to their Supervisor for a replacement. Employees will be charged five (5) dollars for each replaced card if lost, but in the event the old card is found and returned to the Human Resources Office the employee will be refunded the five (5) dollars. Employees must promptly report to the Human Resources Department in writing any change of address or phone number. When an employee notifies the Human Resources office of a change of address or telephone number they will receive written verification of such change. No attempt will be made by the Company to make up time lost because employees failed to receive notification to work unless their address and phone number agree with that given the Company in writing.

## AGREED CONSTRUCTION

**18.11 A.** In any part of this agreement where the context requires singular and plural words or phrases, they are interchangeable. Masculine and feminine words are also interchangeable. This agreement shall not be contrary to any existing law or future law enacted. Any future law which does not make a change in this contract mandatory, the contract shall stand as an agreement between the parties as written.

**B.** The parties hereby acknowledge and affirm that during the negotiations which lead to this agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining agreement and that all the decisions and covenants reached by them through the use of such rights and opportunities appear in this agreement. Therefore, it is agreed that the items herein set forth contain the complete agreement between the parties for the term of this agreement.

However, the parties further agree that the agreement may be amended by mutual written consent of the parties during its terms.

## JOB EVALUATION

**18.12** The Company reserves the right to maintain, modify, and establish the duties and responsibilities for all jobs to fulfill their requirements to obtain the highest possible degree of efficiency. When new jobs are created or sufficient changes made to present jobs, a job description shall be prepared and issued prior to turning the job over to production. The Company has the right to combine jobs other than skilled classifications. Job combinations will only be made to improve the overall efficiency of the operation. A job description need not be complete in every detail, but shall be sufficiently complete to allow an accurate evaluation. It is recognized by both parties that in the skilled jobs that an employee normally shall perform some work of higher or lower rate jobs to qualify for advancement within a rate class. Should there be substantial change to a job, the employee can write a grievance that moves immediately to the third step. It is agreed that time studies taken for audit purposes will be marked for audit only.

## RETIREMENT

**18.13** The retirement (pension) benefits for retired employees, employees eligible, or becoming eligible to retire shall not be reduced for the duration of this contract.

Departmental down days will be counted as days worked for the purpose of determining pension eligibility.

The retirement benefits are in the pension plan as agreed June 12, 1974, revised June 12, 1985, June 12, 1988, June 12, 1997, June 12, 2002, June 12, 2007, June 12, 2012 and June 12, 2016 and subject to final approval by the Internal Revenue Service and upon their approval shall include vesting, optional life benefits, and yearly flat rate for life as fully described in the retirement plan. The option of the Rule of 80 plan or the flat rate plan shall remain in effect for all employees hired on or before June 12, 1971.

Effective Date:	6/12/2020	6/12/2021	6/12/2022	6/12/2023	6/12/2024	6/12/2025	6/12/2026
Monthly Pension Benefit:	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00

## 401k

Bargaining unit employees who have completed ninety (90) days of service are eligible to participate in the Retirement Savings and Investment Plan as defined in the plan document and Summary Plan Description. The plan consists of a Basic Contribution Election and Voluntary Contribution Election. Employees hired after 1/1/08 will automatically be enrolled in the 401k plan at the basic contribution level upon completion of 90 days of service. **Each year, employees who have an automatic deferral election of less than 5% will auto-escalate by 1% until they reach 5% deferral unless they opt out of this plan feature.** Employee Contributions will be on pre-tax basis and matched by the company according to the plan with a maximum company match of:

**Company will match 100% on the first 5% contributed of the eligible income.**

## TOBACCO USE

**18.14** Tobacco use shall be permitted in specific designated areas only.

## SAFETY EQUIPMENT, PROTECTIVE CLOTHING, AND ACCIDENT PREVENTION

**18.15** Safety equipment and protective clothing will be supplied when such clothing is required to be worn or used, by the Company requirements for such safety equipment or protective clothing is stated in the employee's job description.

**The Joint Health & Safety Committee (JHSC) shall meet once a month with the EHS Manager, or their designated representative, to address those matters and conditions which the JHSC deems as needing attention or correction. JHSC members will be paid at their respective base rate of pay for time spent at the meeting. Two (2) employees designated by the Union, from each shift, at each plant shall sit on JHSC along with the EHS Manager and other Company representatives designated by the Company. The names of the employees on the JHSC shall be posted on the bulletin board.**

Close-fit safety eye protection will be supplied when such is to be worn, by the Company requirements.

New employees who wear prescription glasses will be given thirty (30) days after completing probation to obtain prescription safety glasses. (They will be required to wear **close-fit** protective equipment over their regular glasses until prescription safety glasses are obtained.)

Employees wearing prescription glasses shall obtain from the **EHS Manager** of their plant a prescription blank. All safety glasses must be **close-fit and** have side shields. Tinted safety glasses must be approved by the **EHS Manager**. The employees will take the prescription blank to the optometrist or optician of their choice for examination and fitting.

The optometrist or optician will order the prescription safety glasses from the Optical Company. The employee will pay their doctor for the examination and fitting. The Optical Company will bill the Mueller Co. for the glasses. Prescription safety glasses damaged on the job due to normal usage, or broken as a result of an in-plant accident will be replaced by the Company.

Prescription safety glasses lost, stolen, or otherwise damaged will be replaced at the employee's expense.

**The Company agrees to pay a \$100 shoe allowance per year to cover the cost for appropriate safety shoes. Employees will be allowed to carry over the allowance for a maximum of one (1) year.**

## CONTRACT NEGOTIATIONS

**18.16** The Company agrees to pay each employee member of the Bargaining Committee and the Union President for one-half of the hours spent in the contract negotiation meetings with Company representatives, during regular working hours. Employee members will be paid at their regular hourly rate.

The Company shall pay for the printing costs of labor contracts and insurance booklets.

## GROUP INSURANCE

**18.17** All non-probationary employees in the bargaining unit may elect to participate in the following benefit programs, on the same terms and conditions that these benefits are offered to other employees of the Company. The Company reserves the right to make changes to these programs on the same terms and conditions that changes are made to the programs offered to other employees of the Company.

The Company reserves the right to remain self-insured or to become fully insured. In addition the Company may offer, during the term of this agreement, additional or comparable group benefit programs. Should such changes be made, a minimum of sixty (60) calendar days advance notice will be given and proper communication of such changes to employees will be conducted.

While the Company anticipates offering medical, dental, vision, life insurance, accidental death and dismemberment and long term disability benefits throughout the term of this Agreement, the Company and the Union reserve the right to negotiate the termination of such benefit or benefits during the term of this Agreement. In the event that the parties agree to terminate one or more of the benefits listed in this paragraph during the term of this Agreement, the Company and the Union agree to negotiate a comparable benefit or benefits, and further agree that all other terms and conditions of this Agreement shall remain in force during such negotiations and shall not be a proper subject for such negotiations.

The plan year for all group insurance benefits will be on a calendar year basis.

### Medical Plan:

Employees will make weekly contributions toward the cost of their elected coverage in accordance with the rates, which are published annually. From **1/1/2021** medical insurance premium increases will be limited as follows:

<u>Benefit Year</u>	<u>Premium Increase Cap</u>
2021	No more than an 8% increase from 2020 MWP medical rates.
2022	No more than an 8% increase from 2021 MWP medical rates.
2023	No more than an 8% increase from 2022 MWP medical rates.
2024	No more than an 8% increase from 2023 MWP medical rates.
2025	No more than an 8% increase from 2024 MWP medical rates.
<b>2026</b>	<b>No more than an 8% increase from 2025 MWP medical rates.</b>
<b>2027</b>	<b>No more than an 8% increase from 2026 MWP medical rates.</b>

All employees or dependents covered under the medical plan who use tobacco will pay the monthly tobacco user premium.

### Dental Plan:

Employees will make weekly contributions toward the cost of their elected coverage in accordance with the rates, which are published annually.

### Vision Plan:

Employees will be given the opportunity to purchase coverage at group rates.

The following coverages will be available no later than January 1, 2013. All of the plans/benefits listed below, with the exception of Life Insurance and AD&D (Company paid at one times annual base pay), and basic LTD are subject to rate changes or regulatory changes. Such changes, whether they represent more cost, less cost, or elimination of the benefit, shall be at the sole discretion of the Company and not subject to the grievance and arbitration procedures of this Agreement.

Life Insurance	One times annual base hourly earnings (e.g. \$20.00 per hour x 2080 Company paid hours = \$41,600)
Accidental Death & Dismemberment	One times annual base hourly earnings. Other benefits may be payable in the event of dismemberment.
Long Term Disability	50% of annual base hourly earnings coverage through the Company's group plan at group rates.
Optional Life Insurance	Employees will be given the opportunity to purchase additional life insurance at group rates.
Personal Family Accident	Employees will be given the opportunity to purchase coverage at group rates.
Reimbursement Accounts	This plan allows you to pay for certain health care and employment-related dependent care expenses with pre-tax dollars.

Management Care Program, including but not limited to pre-certification, concurrent utilization review, and discharge planning will be implemented by the Company. Such programs includes incentives and (or penalties) to encourage plan participants to utilize medical care services in a cost effective manner.

A hospital preferred provider organization plan will be provided by the company during the term of this Collective Bargaining Agreement. The program may include incentives and/or penalties to encourage plan participants to utilize medical providers which the Company has contracted with in order to contain health care costs.

The Company will provide a Section 125 Contribution Plan to allow employees pre-tax medical and dental contributions in accordance with the provisions of the Internal Revenue Code.

It is understood that recalled employees become immediately eligible for benefit plans at the time of their recall.

Employees will be permitted to participate in the Health Care and Dependent Care Reimbursement Accounts, on a pre-tax basis effective 1/1/13.

Effective Date		1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Life Insurance:	Employee	1x base salary						
	Spouse	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
	Dependent	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Accidental Death & Dismemberment	Employee	1x base salary						
Weekly Sickness & Accident		\$390	\$395	\$400	\$405	\$410	\$415	\$420

**PLANT AND FACTORY RULES**

**18.18 A.** Plant and factory rules appear below. Changes to existing rules or new rules shall be made after discussion between the Company and Union. The Union has the right to grieve the reasonableness of the rules that are either changed or implemented.

An accumulation of six (6) work days and no report from the employee within any twelve (12) consecutive month period under the reporting rules established under letter (C) Article 8, Section 8.6 of this contract will cause the employee to be given a written reprimand for no reports which is separate from written reprimands for excessive absenteeism. This is not to be connected in any way with the three (3) consecutive days in letter (C) under loss of seniority.

The following acts of misdemeanor, among others, may be considered cause for immediate discharge:

1. Stealing Company property or property of other employees.
2. Willfully reporting production counts in excess of actual production.
3. Possession of intoxicants.
4. Willful destruction of Company property.
5. Willfully causing any bodily injury to any employee or employees upon the Company premises.
6. Refusal to perform job assigned by supervisor.
7. Any falsified information on their application or medical form that is revealed within a two (2) year period from date hired will be discharged.
8. Habitual violation of Company rules.
9. Possession of illegal narcotics.

**18.18 B.** The following rules, although not all inclusive, are listed and shall be used as a guide for all employees. Violations of these rules or others which may not be listed, by employees may lead to disciplinary action. Disciplinary action, if used, may be in the form of verbal or written

reprimand, a suspension, or a discharge depending upon the seriousness of the violation or violations. Rule violations in most instances can be handled by a verbal understanding between the employee and their supervisor. If, after proper explanation to the employee and their understanding of the rule violations, it is necessary that a reprimand be given it may be given either verbally or written. The verbal reprimand in most instances will be given for the first offense. The written reprimand if given shall be handled in this manner: The original copy shall be mailed to the Human Resources office. The second copy shall be given to the Steward of the reprimanded employee. The third copy shall be retained by the supervisor. The fourth copy shall be given to the employee who received the written reprimand. Any employee who received two (2) written reprimands for the same offense within one (1) year may be subject to a three (3) work day suspension and an employee who received three (3) written reprimands for the same offense within one (1) year may be subject to discharge although this is not to be considered as an established procedure. Any employee who considers a written reprimand as unfair may enter a grievance under the grievance procedure of the contract. Any employee discharged under any of these provisions may enter a grievance as outlined in the present contract.

1. Waste of materials and supplies.
2. Negligence and carelessness on the job.
3. Sleeping on the job.
4. Disregarding safety or sanitary rules.
5. Continued failure to satisfactorily perform assigned work.
6. Excessive time away from the job.
7. Loafing.
8. Tampering with time clock cards.
9. **Clocking** other employees out or in.
10. Tampering with Company time clocks or time keeping equipment.
11. Allowing badge to be used by another employee.
12. Concealing defective work.
13. Unauthorized removal of safety devices.
14. **Tobacco use** in restricted areas.
15. Habitual tardiness or absences from work without permission.
16. Immoral conduct.
17. Gambling or conducting lotteries in the plant.
18. Disorderly conduct.
19. Defacing walls or bulletin boards.
20. Selling, soliciting, or canvassing on the job.
21. Posting notices without permission.
22. Throwing articles either in the building or out the window.
23. Using telephone, cell phone or other electronic communication devices during scheduled working hours without permission.

#### **TERMINATION**

**18.19 This agreement shall remain in full force and effect until 12:01 a.m. on June 12, 2027. All parts of this agreement shall remain in force unless sixty (60) days prior to the expiration of the agreement or thereafter at the end of any yearly expiration period notice is given in writing by either party to the other stating that it desires, to amend or terminate this agreement. Within thirty (30) days after the receipt of such notice, a conference shall be arranged to consider the proposed changes and modifications or renewal.**

#### **JURY, FUNERAL, AND MILITARY PAY**

**18.20 Jury Service:** An employee who is called for Jury Duty will be excused from work upon presentation of court notice to their immediate supervisor. When the employee on Jury Duty returns to work, they will be paid for each day of such Jury Duty. Employees will receive the difference between their hourly rate for eight hours and the daily fee received from the court, provided they submit evidence to the Company of the total amount received from the court. Only the number of days actually spent in court are counted in calculating payment. No reimbursement for make-up of wages will be made for Jury Duty during non-work time such as holidays, or vacations. Jury Duty make-up pay does not apply where an employee voluntarily seeks Jury Duty. The Company reserves the right to request deferment of Jury Duty.

**Funeral Pay:** The Company will grant up to a maximum of five (5) regularly scheduled consecutive work days for an employee to attend the funeral and/or handle the funeral arrangements upon the death of their spouse, son, daughter, mother or father. The Company will grant up to a maximum of three (3) regularly scheduled consecutive work days for an employee to attend the funeral and/or handle the funeral arrangements upon the death of their step-mother, mother-in-law, step-father, father-in-law, brother, half-brother, sister or half-sister or step child. Such time must be connected to the day of the funeral, but may extend beyond the day of burial. The Company will grant one (1) regularly scheduled work day for an employee to attend the funeral **and/or handle funeral arrangements** of their Grandmother, Grandfather, Grandchild, step-sibling, **brother-in-law or sister-in-law**. The employee will be paid their regular hourly rate for eight (8) hours for any or all of the consecutive working days. Payment will not be allowed for non-working days such as, but limited to, Saturday, Sunday, holidays, or vacation.

Employees who are on vacation when notified of the death of a member of their immediate family as defined above, may cancel their vacation and receive funeral pay as specified in this section. Employees wishing to cancel vacation must notify the Human Resources Department, of their request; however, no employee can request to cancel vacation days prior to the date they notified the Company of the death of their immediate family.

**Military Pay:** An employee called for active National Guard and/or Reserve Training shall be granted make-up pay at hourly rate for two (2) week summer encampment and/or emergency call-out up to a maximum of twenty (20) work days per calendar year. Only work days Monday through Friday will apply.

## EMERGENCY COMMUNITY SERVICES

**18.21** Employees who belong to a volunteer fire department or volunteer rescue department shall not have tardiness counted against their record for disciplinary purposes if they report late to work because of this emergency, provided they submit proper documentation for the response.

## SEVERANCE PAY

**18.22** In the event the Company closes either Plant #1 or Plant #4 (or both), all employees who lose a job as a result of such a plant closure will be entitled to severance pay equal to one-half week's pay for each full year of seniority up to 25 years. For employees with over 25 years of service, one (1) full week severance pay will be computed as an average of the previous 26 weeks of active employment.

Employees who lose their recall rights due to changes in the seniority provisions effective with the June 12, 1985 to June 12, 1988 agreement will be eligible for severance pay as defined above and provided there are less senior employees working in the other plant and their loss of seniority was not caused by the actions they took (i.e.: exercising a waiver or not accepting an offer to return to work in the other plant).

In witness whereof, the parties have caused their presence to be signed by their duly authorized officers and/or representatives this 12<sup>th</sup> day of June, 2020.

## CYCLE COUNT PROCEDURE

**18.23** The following procedure will be used for selection of employees for cycle counts:

- A. If cycle counts are conducted Monday – Friday, the selection will be by seniority on the shift and department the cycle count is scheduled.
- B. If cycle counts are conducted on holidays, down days, or weekends, the selection will be by department and department seniority.

## PERFECT ATTENDANCE

**18.24** Employees with perfect attendance in a rolling ninety days will receive a \$50.00 bonus. **Employees with perfect attendance for four (4) rolling consecutive quarters will receive an additional one-time perfect attendance bonus of \$200. An employee shall not be eligible to receive any more than one \$200 bonus in a rolling twelve (12) month period.** Perfect attendance is defined as: no unexcused absences, no unexcused tardiness, not leaving work early unexcused, and not **failing to** clock in and/or out at appropriate times.

## TEAM LEADERS

**18.25** Team Leaders will be interviewed by a panel consisting of two (2) Company representatives and two (2) Union representatives, which shall consist of either two (2) Committeepersons from the respective Plant, or a combination of the Union President and the appropriate zone Committeeperson. In the event of a tie vote, the final selection will be made by the Company. The term "Team Leader" as used herein refers to a job on which the employee has the responsibility of assisting with the work of multiple employees. It is not the intention of the Team Leader to replace the Supervisor or perform Management functions; the Team Leader classification is designed to provide hands-on support to hourly personnel. The Team Leader responsibilities will generally include, but will not be limited to:

- Plan work to be performed by each employee
- Determine "on the job" working procedures
- Provide and/or obtain necessary tools, supplies and paperwork
- Support departmental training
- Relay instructions from the supervisor and report unsafe work conditions to the supervisor
- Support and champion continuous improvement activities

Such activities do not include hiring, terminating, or taking any disciplinary action with employees.

- **Team Lead will be a stand-alone job title**
- **R-29 Rating**
- **No Transfers (TC-1) will be allowed into the Team Lead classification**
- **In the event a Team Lead is removed from their role, disqualification language will apply. (See Article 11.4)**
- **Team Leads will not run production except when training or being trained.**

Upon request, the Company will meet and discuss with a member of the Bargaining Committee any concerns regarding the performance of a Team Leader.

## NEW EMPLOYEE ORIENTATION

**18.26** The Company shall continue to maintain an orientation program for the new employees. This program shall be presented on Company time to each newly hired employee during their probationary period. The Union will be allotted a portion of the program to address the employees.

## DEPARTMENT 70 & 80 TRAINING

Department 70 & 80 operator training will be conducted entirely in house.

<b>All Production Employees</b>			
	<b>6/17/2024</b>	<b>6/10/2025</b>	<b>6/9/2026</b>
<b>R21</b>	\$ 25.61	\$ 26.25	\$ 26.91
<b>R22</b>	\$ 26.08	\$ 26.73	\$ 27.40
<b>R23</b>	\$ 26.64	\$ 27.30	\$ 27.99
<b>R24</b>	\$ 26.82	\$ 27.49	\$ 28.18
<b>R25</b>	\$ 27.07	\$ 27.74	\$ 28.44
<b>R26</b>	\$ 27.44	\$ 28.13	\$ 28.83
<b>R27</b>	\$ 27.77	\$ 28.47	\$ 29.18
<b>R28</b>	\$ 28.39	\$ 29.10	\$ 29.83
<b>R29</b>	\$ 30.93	\$ 31.71	\$ 32.50

**HOURLY WAGE RATE STRUCTION BASED ON JOB ANALYSIS**

<b>PRE 6/12/2012 HIRES</b>			
	<b>6/13/2022</b>	<b>8/8/2022</b>	<b>6/12/2023</b>
<b>R21</b>	\$ 23.91	\$ 25.11	\$ 25.36
<b>R22</b>	\$ 24.35	\$ 25.57	\$ 25.82
<b>R23</b>	\$ 24.87	\$ 26.11	\$ 26.37
<b>R24</b>	\$ 25.04	\$ 26.29	\$ 26.55
<b>R25</b>	\$ 25.27	\$ 26.53	\$ 26.80
<b>R26</b>	\$ 25.62	\$ 26.90	\$ 27.17
<b>R27</b>	\$ 25.93	\$ 27.23	\$ 27.50
<b>R28</b>	\$ 26.51	\$ 27.84	\$ 28.11
<b>R29</b>	\$ 28.88	\$ 30.32	\$ 30.63

<b>POST 6/12/2012 HIRES</b>			
	<b>6/13/2022</b>	<b>8/8/2022</b>	<b>6/12/2023</b>
<b>R21</b>	\$ 22.39	\$ 23.51	\$ 24.45
<b>R22</b>	\$ 22.90	\$ 24.05	\$ 25.01
<b>R23</b>	\$ 23.49	\$ 24.66	\$ 25.65
<b>R24</b>	\$ 23.69	\$ 24.87	\$ 25.87
<b>R25</b>	\$ 23.96	\$ 25.16	\$ 26.16
<b>R26</b>	\$ 24.38	\$ 25.60	\$ 26.62
<b>R27</b>	\$ 24.72	\$ 25.96	\$ 26.99
<b>R28</b>	\$ 25.39	\$ 26.66	\$ 27.73
<b>R29</b>	\$ 27.46	\$ 28.83	\$ 29.99

<b>SKILLED TRADES</b>						
	<b>6/13/2022</b>	<b>8/8/2022</b>	<b>6/12/2023</b>	<b>6/17/2024</b>	<b>6/10/2025</b>	<b>6/9/2026</b>
<b>PS23</b>	\$24.06	\$25.26	\$25.52	\$25.77	\$26.42	\$27.08
<b>PS29</b>	\$28.88	\$32.00	\$32.32	\$32.64	\$32.97	\$33.30
<b>PS30</b>	\$34.24	\$35.95	\$36.31	\$36.67	\$37.59	\$38.53

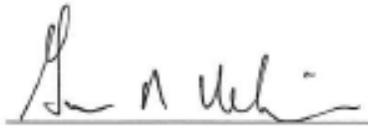
<b>APPRENTICES</b>						
	<b>6/13/2022</b>	<b>8/8/2022</b>	<b>6/12/2023</b>	<b>6/17/2024</b>	<b>6/10/2025</b>	<b>6/9/2026</b>
<b>PS14</b>	\$23.91	\$25.11	\$25.36	\$25.61	\$26.25	\$26.91
<b>PS16</b>	\$24.35	\$25.57	\$25.82	\$26.08	\$26.73	\$27.40
<b>PS18</b>	\$24.87	\$26.11	\$26.37	\$26.64	\$27.30	\$27.99
<b>PS22</b>	\$25.04	\$26.29	\$26.55	\$26.82	\$27.49	\$28.18

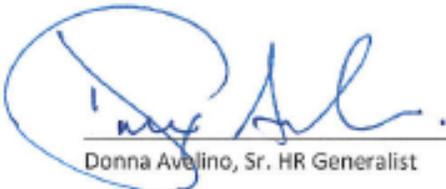
In Witness Whereof the parties here to have affixed their signatures:

For the Company

  
James Clark, Plant Manager  
Mueller, Decatur Operations

  
Josh Smith, HR Manager

  
Gary Uehling, Controller

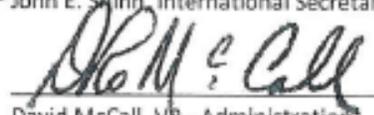
  
Donna Avelino, Sr. HR Generalist

  
Abby Damery, Sr. HR Generalist, Labor Relations

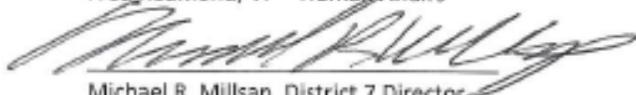
Union: United Steel, Paper and Forest, Rubber  
Manufacturing, Energy, Allied Industrial and Service  
Workers International Union (USW) AFL-CIO on  
behalf of Local Union 7-838 USW

  
Thomas M. Conway, International President

  
John E. Skinn, International Secretary-Treasurer

  
David McCall, VP - Administration

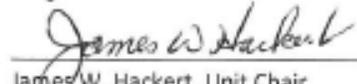
  
Fred Redmond, VP - Human Affairs

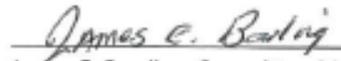
  
Michael R. Millsap, District 7 Director

  
Dave Dowling, Sub 2 District Director

  
Jason Chism, Staff Representative

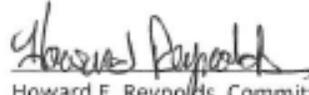
  
John R. Thompson, President, 7-838

  
James W. Hackert, Unit Chair

  
James E. Bowling, Committee Member

  
Chris W. Frydenger, Committee Member

  
Todd A. Harden, Committee Member

  
Howard E. Reynolds, Committee Member

Dated: June 12, 2020

## LETTERS OF AGREEMENT

### LETTER NO. 1

The Company agrees that before any future contracts are contracted with outside firms for construction or maintenance work in its plant covered by the above mentioned agreement, to discuss the proposed changes with the Union designated member of the Bargaining Committee. In the event that the designated member of the Bargaining Committee feels that the issue should be discussed with the full Committee, the Company agrees to do so.

In this discussion the Company will describe the proposed changes, and give the Bargaining Committee its reasons for the necessity of contracting the work out.

### LETTER NO. 2

The normal number of Union Work Analyst whom the company agrees to train is two. If a current Analyst resigns or leaves the company, it is agreed that the Company will train an additional Analyst during the term of this agreement within 90 days after the resignation.

The length and content of the training shall at all times be absolutely decided by the **Management** of Mueller Co. and shall include periodic refresher training.

### LETTER NO. 3

Apprentice Selection Procedure

- A.** All apprentice positions will be bid according to Article 11.
- B.** Candidates must have three (3) years seniority.
- C.** Candidates satisfying **(A)** above must prove aptitude for the specific apprentice program through verifiable experience or successful completion of a nationally recognized aptitude test.
- D.** Candidates meeting the criteria in **(B)** and **(C)** above will be ranked by an interview with the applicable apprentice committee. The committees will each be comprised of three (3) Management and three (3) Skilled Employees. The Skilled Employee will be designated by the Union at the time of apprentice selection.
- E.** If no candidates are found utilizing the criteria in **(B)** above, candidates will be evaluated with one (1) year of seniority.
- F.** If no candidate successfully completes steps **A, B, or E**, Management reserves the right to hire into the apprentice programs.
- G.** Apprentice employees may bid and be awarded a journeyman's position in their craft upon meeting either of the established prerequisites.

Production employees who bid a skilled job, must meet the prerequisites set forth by the company, before they are awarded the skilled job. Should no employee who has the skilled Job Bid qualify for the job, the company will hire a new employee who meets the prerequisites.

### LETTER NO. 4

SUBJECT:           Installation of CMP  
                          (Comprehensive Medical Plan)  
                          Cost Containment Initiatives

The parties agree that the Company has the unilateral right to install a PPO (Preferred Provider Organization) or other health care cost containment programs in conjunction with the current CMP program. It is understood that the installation of any such program will not alter current coverage under the CMP. It is agreed that any cost containment program may affect any or all parts of the CMP such as medical coverage, dental coverage or prescription drug coverage. Finally, it is understood that the Company may, at its discretion, and at any time, terminate any such plan that it may install.

In witness whereof, the parties have caused their presence to be signed by their duly authorized officers and/or representatives this 12th day of June, 2007.

### LETTER NO. 5

Both the Company and the Union agree that the confidentiality of data relative to the Employee Assistance Program is and will continue to be the policy of the parties for as long as the program exists.

### LETTER NO. 6

It is agreed that in the event the Decatur Plant (Plant 1 and Plant 4) is completely closed for one or more days and then the workforce that was working in the plant immediately prior to the shutdown is returned to work, the affected employees will be returned to the jobs they held immediately prior to the shutdown.

Additionally, it is agreed that the days when the entire facility is closed are not temporary down days.

### LETTER NO. 7

In the spirit of the lean transformation, employees will not be disciplined for their quantity of output in undefined standard work if they maintain their historical quality and quantity of output.

**LETTER NO. 8**

**WHEREAS, Mueller Co. LLC (“Mueller”) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, Local No. 7-838, have been parties to a Collective Bargaining Agreement (hereinafter, the “CBA” or “Agreement”), that became effective as of June 12, 2020, and which shall remain in full force and effect until its expiration at 12:01 a.m. on June 12, 2027, unless otherwise terminated, amended, or renewed as provided pursuant to the terms of the CBA;**

**WHEREAS, the Parties have been engaged in an ongoing dialogue related to employee compensation, recruitment and retention, rising inflation rates and the current economic climate, and Mueller’s business and operational needs;**

**WHEREAS, the Parties recognize the significant challenges that many Mueller employees and their families are experiencing due to the effects of inflation and consumer price increases;**

**WHEREAS, the Parties recognize that Mueller is also facing significant operational challenges in its business due to issues including, but not limited to, the ongoing COVID-19 pandemic, supply chain disruptions, materials shortages, labor availability, and record order backlogs;**

**WHEREAS, the Parties desire to assist each other in overcoming these challenges and have reached a tentative agreement concerning certain modifications to as well as a two-year extension of their current CBA, which the Parties both believe will further these interests;**

**WHEREAS, the Parties have prepared this MOU to memorialize the terms of their agreement regarding the agreed-upon modifications to and extension of the current CBA, and without waiving any future right to bargain over these and other terms and conditions of employment;**

**AGREEMENT**

**NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and promises set forth herein, the Parties hereby agree as follows:**

- **The hourly pay rates shown in the Wage Charts on page 29 of the current CBA (“Wage Charts”) and referenced in Article 16.4 thereof shall be increased by 5.0%, across the board, effective the first payroll period following ratification of the terms herein.**
- **In exchange, the Company shall have the right to utilize contract labor to perform any maintenance work otherwise covered by the current CBA until December 31, 2024, if, in the sole discretion and judgment of the Company, such work is necessary and existing Bargaining Unit employees are either unable or unwilling to complete the work within the Company’s desired timeframe, or there are unfilled positions within the Maintenance Department. This is in no way intended to displace the bargaining unit employees in the maintenance department, or the maintenance department in general. This language is solely intended to supplement the maintenance department covered by the CBA. It is not the intent of the Company to circumvent the job bidding process with contract labor.**
- **The Company shall also be granted an additional ten (10) days for the remainder of the 2022 calendar year for departmental layoffs / down days. The Company agrees that these additional down days will only be used if necessary.**
- **The current CBA shall be extended by a period of two (2) years, and subject to the modifications outlined above, all other provisions of the CBA shall remain in full force and effect until the Agreement’s scheduled expiration at 12:01 a.m. on June 12, 2027, unless otherwise terminated, amended, or renewed prior to that time in accordance with the terms of the CBA.**
- **All other pay increases scheduled to occur over the course of remaining term of the CBA (including the two-year extension) will proceed according to the schedule and amounts shown in the Updated Wage Chart on page 4 of this Letter of Agreement. A 2.5% increase will take place on June 10, 2025, and June 9, 2026, respectively.**