

[CARRIER LOGO]

AGREEMENT BETWEEN CARRIER CORPORATION  
AND  
LOCAL UNION 58 SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION  
AFL-CIO

[SEPTEMBER 28, 2009](#) [October 1, 2012](#)

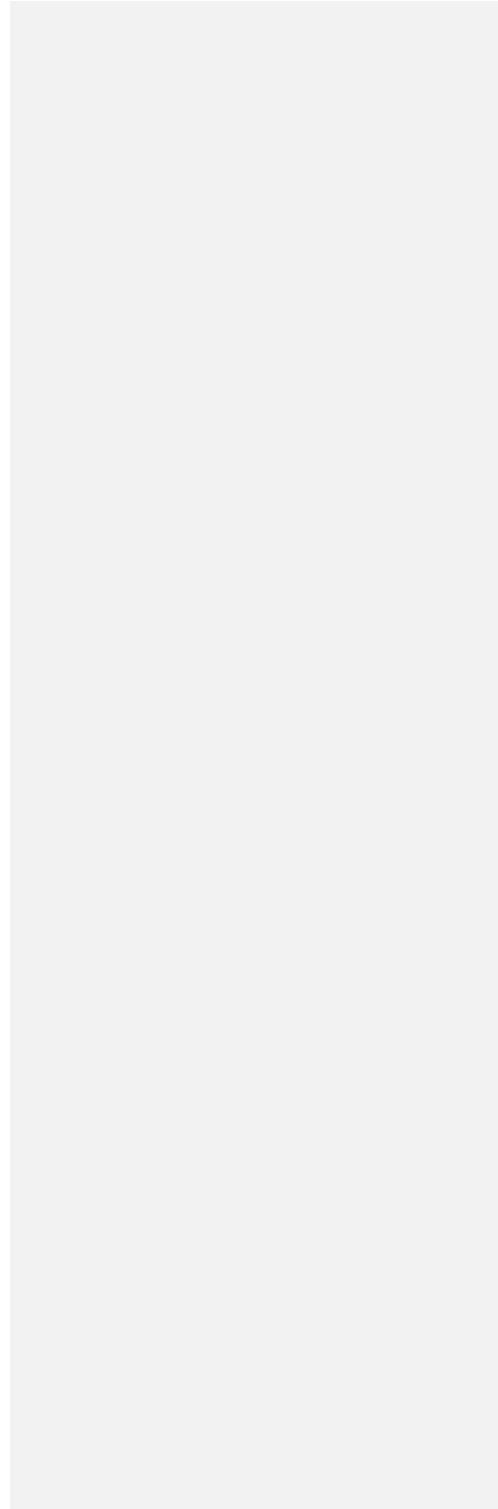
Employee \_\_\_\_\_

Employee Clock No. \_\_\_\_\_

Supervisor \_\_\_\_\_

Steward \_\_\_\_\_

Where the designations "man", "he", "his", etc., appear it is accepted and understood by the parties concerned that these terms apply equally to both males and females.



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## AGREEMENT RECOGNITION

### ARTICLE I – AGREEMENT

**Section 1.** This Agreement, is dated the ~~twenty eighth first~~ day of ~~September~~ October, 2012~~2009~~, by and between Carrier Corporation, Carrier Parkway, Syracuse, New York, (hereinafter referred to as the “Employer” and/or “Company”) and Local Union 58, affiliated with the Sheet Metal Workers’ International Association, AFL-CIO with its local offices in the city of Syracuse, New York (hereinafter referred to as the “Union”).

**Section 2.** The terms, conditions and provisions of this Agreement shall not be changed except by the mutual consent of the parties hereto, and all of the terms, conditions and provisions of this Agreement shall be binding upon the successors, transferees, or assigns of the parties hereto.

### ARTICLE II – RECOGNITION

**Section 1.** The Company recognizes the Union as the sole and exclusive collective bargaining agent for all production and maintenance employees at the Company’s existing Syracuse, New York Plants including truck drivers, group leaders and leadpersons, but excluding timekeepers, time study employees, nurses, draftspersons, research workers, cafeteria employees, all other clerical and salaried employees, guard and supervisors as defined in the National Labor Relations Act of 1947, as amended and as certified by National Labor Relations Board Case 3-RC-2541.

**Section 2.** The Company agrees that in the event that it shall engage in the manufacture of same or similar products at a location within the counties of Onondaga and Madison, that it will recognize the Union as the collective bargaining agent of employees as defined in the certification referred to above with the specific understanding that the Company shall not be required to do so in the event that compliance with this provision shall violate any law or obligation under the terms of any other contract. In the case where the Union is so recognized the terms of this Agreement shall apply.

In the event the Company begins a manufacturing operation of same or similar products or parts within the counties of Cayuga, Oswego and Cortland, the Company agrees to recognize the Union as the collective bargaining agent for production and maintenance employees, unless such representation would violate any law or obligation under the terms of any other contract. The Company will not transfer work performed as of January 1, 1985 by employees covered by the terms of this collective bargaining Agreement to the three (3) counties in this paragraph that would create permanent loss of Carrier jobs for employees covered by this Agreement and for which the Union is the sole and exclusive bargaining agent as defined in Section 1 of the Article.

### ARTICLE III – UNION SECURITY

**Section 1.** Any employee who is a member of the Union in good standing on the day of the signing of this Agreement shall, as a condition of employment, maintain membership in the Union in good standing thereafter for the duration of this Agreement. An employee shall be considered a member in good standing if said employee has paid or tendered the Union initiation fee and current Union dues.

**Section 2.** Any employee who is not a member of the Union on the day of signing this Agreement shall, as a condition of employment, be required to become a member of the Union on the sixtieth (60th) calendar day

following the execution of this Agreement and maintain membership in the Union in good standing thereafter for the duration of this Agreement.

**Section 3.** Any employee hired (except temporary employees) on or after the day of signing of this Agreement shall become a member of the Union on the sixtieth (60th) calendar day following the beginning of such employment. The employee, as a condition of employment, shall maintain membership in the Union in good standing thereafter for the duration of this Agreement.

The term “temporary employees” as used in this Agreement shall be deemed to mean students (first preference to children of employees; hired via a lottery system jointly conducted by the Union and the Company) who are hired on a temporary basis. Such employees shall normally be employed for sixty (60) calendar days; however, if the Company needs them to work for a longer period of time, the Company may request an additional thirty (30) calendar days which will not be unreasonably denied by the Union Business Manager. No temporary employee(s) will be hired when the regular bargaining unit employee(s) are on layoff. The Company will furnish the Union with the names and starting date of all temporary employees. The Company will not implement a cutback or a layoff of an hourly employee in a job code in a department/work group and shift, while continuing to utilize a “temporary employee” as defined in Article III, Section 3, Paragraph 9 in the same job code, department/work group and shift.

**Section 4.** The Company will consider the list of names supplied by the Local Union together with check-off authorizations of those members in good standing in the Local Union who desire to have their dues deducted under the provision of Article IV of this Agreement to be in full force and effect.

The Local Union will furnish regularly to the Company any changes in the listing of members in good standing.

#### **ARTICLE IV – CHECK OFF**

**Section 1.** The Company shall deduct from the last pay of each month, for employees who have executed check-off authorization in accordance with this Agreement, the dues for the next month. It is agreed that the terms “dues” as used herein encompasses regular monthly dues and initiation fees when requested by the Union as certified by the Local Union to the Company for its members.

**Section 2.** In case an employee does not have sufficient earnings to allow full payment of authorized deductions from the last pay of each month, the Company shall deduct from the next immediate pay, the authorized deductions wherein the amount of pay due the employee is adequate to satisfy such authorized deductions.

The Union will check the first two check-off registers of each month and then indicate by letter to the Company all double deductions to be made the following month.

Before making any double deductions, the Company will subtract any deductions made after the first two weeks in the month for the employees shown on the Union letter and from the amount indicated in the letter.

The Company will furnish the Union a copy of the transaction sheet showing changes in employee address and showing new employees. This listing will be supplied on a regular basis.

The Company will furnish, twice a year at the Union's request, copies of a numerical listing in badge order number of all active bargaining unit employees.

**Section 3.** The written authorization form for deductions, to be supplied by the Union, shall be in accordance with the following:

You are hereby authorized and directed to deduct from my wages, commencing with the next payroll period, an amount equivalent to dues and initiation fees as shall be certified by Sheet Metal Workers Local Union 58 and remit same to said Local Union. This authorization and assignment is voluntarily made in consideration for the cost of representation and collective bargaining and is not contingent upon my present or future membership in the Union.

This assignment, authorization and direction shall be irrevocable for a period of one year from the date of delivery hereof to you or until the termination of a collective bargaining agreement between the Company and the Union which is in force at the time of delivery of this authorization whichever occurs sooner. I agree and direct that this assignment, authorization and directive shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of such succeeding applicable collective bargaining agreement between the Company and the Union whichever shall be shorter, unless cancelled by written notice sent by registered or certified mail signed by me and postmarked or received by the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one year or of each collective bargaining agreement between the Company and the Union whichever occurs sooner.

This authorization is in compliance with and is made pursuant to the provisions of Section 302(c) (4) of the Labor Management Relations Act of 1947 as amended.

Signature of Employee \_\_\_\_\_

Name (printed) \_\_\_\_\_

Address \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date Signed \_\_\_\_\_

Date of Delivery to Employee \_\_\_\_\_

**Section 4.** The Company shall furnish the Financial Secretary of the Union, weekly, with an alphabetical check-off register of employees from whom deductions have been made and the amount of such deductions. A weekly list of employees not working at the time of deduction will also be furnished. The check-off register will be available to the Financial Secretary at the Human Resources Department within five (5) working days after the date of check-off. All amounts deducted will be available at the Human Resources Department within ten (10) working days after date of deduction.

**Section 5.** In the event that any employee shall be or become delinquent in the payment of all or any part of Union dues for any reason, the Union shall notify the Company in writing of the amount of such delinquency and the name and clock number of the employee who is delinquent. During the period of five (5) normal work days following the receipt by the Company of such notice of delinquency, the Union shall not request that such employee be discharged by reason of non-payment of dues and the employee shall be given adequate opportunity by the Union to satisfy the delinquency during this five (5) day period. The Company shall be

required to discharge any employee for reason of non-payment of dues unless the employee satisfies the delinquency under this Section.

**Section 6.** The Union shall indemnify and save the Company harmless against all liability that may arise as a result of action taken by the Company for the purpose of complying with the check-off provisions of this Agreement.

#### **ARTICLE V – MANAGEMENT RESPONSIBILITY**

**Section 1.** The parties recognize the responsibility of management to conduct the business of the Company in the balanced interest of employees, stockholders, customers, and the general public, and in the exercise thereof acknowledge it to be the responsibility of management alone without interference, restriction or recourse to Article XX by the Union or any employee to determine the following: the number of plants and their locations; the products to be manufactured; the manufacturing processes to be employed; methods, quality standards and schedules related to production, whether to contract or subcontract work or services except as provided in Section 3 of this Article; the hiring of new employees; the improvement of facilities and the direction of the working forces.

**Section 2.** Subject to the express provisions of this Agreement, it is further agreed that the management of the Company is not limited in the exercise of its functions with respect to matters such as but not limited to, promotion, demotion, transfer, discipline, suspension, discharge and layoff of employees for legitimate reasons. In addition, management may establish and apply reasonable standards of performance and require employees to observe plant rules.

In addition, management may establish new jobs and change the content of existing jobs subject only to Article XII of this Agreement.

**Section 3.** During the term of this Agreement, the Company will not subcontract any production and/or maintenance work to be done on site at its existing Syracuse, New York plants which is of a permanent and continuing nature. The foregoing restriction on subcontracting will not be applicable to work that is currently or has normally been subcontracted such as construction work, sheet metal installation done under local building trades agreement, heavy rigging, where special equipment or skills are required, major roof repairs, window cleaning, etc. In addition, this restriction will not be applicable to street sweeping, the delivery of food from the cafeterias to other areas and furniture moving.

**Section 4.** It is recognized that at times the Company will be required to do maintenance work of short duration or within time schedules which will not practicably permit the return of a laid-off or off-job maintenance employee(s) to their regular job classification in accordance with Section 3 above.

- A. If the Company subcontracts maintenance work covered in Section 3 of this Article in the job classification of displaced skilled tradespersons, the senior displaced employee will be paid the difference between current hourly rate and the hourly rate of the skilled trades classification from which displacement occurs. Such payment will be for the lesser of:
1. The number of hours subcontracted during a week, or
  2. The number of hours the employee worked in that week.

In the event more than one employee has been displaced from the skilled trade classification and the number of subcontracted hours in any one week exceeds the number of hours paid to the senior

employee, the next senior employee displaced from the job classification will be eligible for such differential pay which will be the lesser of:

1. The number of subcontract hours in excess of those already paid, or
2. The number of hours the employee worked in that week.

Should the displaced skilled tradesperson as described above be on layoff and available for work, the employee will be paid the difference between the number of subcontracted hours in a week not previously paid up to a maximum of forty (40) hours in any one week, less any other income such as unemployment compensation or other wages earned.

To be eligible for payment under this provision, the subcontracting must be performed on a shift the displaced tradesperson has indicated a willingness to work and where an off-job card is on file in the seniority office.

Upon request of the Union, the Company will provide a listing of all subcontracting work of the type described in Section 3 for a period of ninety (90) days prior to the request. Such listing will be furnished within thirty (30) days and will contain a description of the work done (e.g. specifications for bidding).

#### ARTICLE VI – UNION REPRESENTATIVES

**Section 1.** The Company agrees to recognize the Executive Board of the Union as the official body of the Union in all matters involving the Employer and the Union. All agreements on behalf of the Union shall be approved in writing by the Chairman and Secretary of the Executive Board. Within sixty (60) days of the signing of this Agreement the Executive Board will notify the Company in writing which Union representatives are authorized to act for the Union in matters such as: grievances, job evaluation, rate evaluation, etc.

**Section 2.** ~~The Company agrees to recognize a Chief Steward and an Alternate Steward for each shift the PPG warehouse and FMS operates and a Environmental, Health & Safety Specialist. If either function adds a shift of at least twenty (20) employees to its current work schedule then the Union may appoint an additional Chief Steward and an additional Alternate Steward. In the event a new plant or operation is established or a prior plant is reestablished the Union may appoint an additional Chief Steward and an additional Alternate Steward. Current language remains in effect until January 1, 2011 or the closure of RCD, whichever occurs first. The Company agrees to recognize the equivalent of nine (9) Union Representatives for the purposes of handling and processing grievances. These nine (9) Union representatives include the following:~~

- ~~1. Up to four (4) Chief Stewards~~
- ~~2. Up to four (4) Alternate Stewards~~
- ~~3. One half (1/2) Environmental, Health & Safety Specialist~~
- ~~4. One half (1/2) Seniority Specialist~~

~~The nine (9) Union representatives may be increased in the event that a new plant (e.g., TR-1, TR-3, CC-1) is established or an existing plant (e.g., TR-5, TR-2) is reactivated. In such an event, the Union may appoint an additional Chief Steward and one additional Alternate Steward.~~

The Union may also designate up to four (4) Alternate Stewards to function in place of Chief Stewards if they are absent from work or they are involved in all day Company meetings. Where the Alternate Steward functions in place of the Chief Steward, they may meet for up to a maximum of one (1) hour per week to

review issues associated with those grievances. In addition, in those instances where an employee is called in for the purpose of investigating a matter that could lead directly to disciplinary time off, the Alternate Steward, if requested, may be present at the meeting to act as a note taker.

When the Company installs a continuous operations work schedule, the Union may designate a Crew Steward to represent all employees working on each crew across the site at times when there is no other Union representative available who is working straight time hours.

**Section 3.** The Union will submit a list to the Company of its Officers and a list of its Alternate Stewards, Chief Stewards and Specialists indicating the area or group of employees they will represent. The Union agrees to notify the Company as soon as it is practicable in writing, of any subsequent changes that occur in the representation.

**Section 4.** The Company agrees to submit to the Union and the Chief Stewards a list of immediate supervisors and department heads corresponding to the Alternate Steward's area. The Company further agrees to revise such lists when there has been a change and to keep such lists updated and current.

**Section 5.** ~~Current language remains in effect until January 1, 2011, or the closure of RCD, whichever occurs first.~~ The following procedures are to be followed for the payment of Union representatives for the reasonable time spent handling complaints and grievances under the provisions of Article XX, Section 8 of this Agreement:

EFFECTIVE DATE	PAYMENT PROCEDURE
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<del>October 1, 2012</del> <u>September 28, 2009</u>	Up to 30 hours per week – all hours to be paid by the Company.
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_____	30 to 40 hours per week – 50% of these hours to be paid by the Company.
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_____	Over 40 hours per week – all hours to be paid by the Union.
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Such time must be spent during scheduled working hours, except that time spent by the Union President and Recording Secretary attending grievance meetings at times which are not within scheduled working hours, will be compensated.

Such compensation will be at their hourly rate of pay. The Union will reimburse the Company for the difference between the wage rate and building bonus for their time spent within the hour limitation per week described above and for payment for all such time spent in excess of the hour limitation per week described above.

The Company will bill the Union for Union activity hours for which they are responsible and the amount owed the Company will be deducted from the monthly dues check-off provided the Union under Article IV of this Agreement.

#### **ARTICLE VII – ANTI-DISCRIMINATION**

The Company and the Union agree that there will be no discrimination against any employee because of race, creed, color, national origin, marital status, religious belief, sex, age, veteran status (veteran, disabled veteran or veteran of the Vietnam era), or against persons who are disabled.

#### **ARTICLE VIII – STRIKES AND LOCKOUTS**

As long as the parties hereto are not in default in complying with the decision of the arbitrator, the Union agrees that during the term of this Agreement it will not engage in or support work stoppages, picketing, sitdowns, slowdowns, strikes or walkouts, including sympathy strikes, and the Company agrees it will not engage in any lockouts. In the event the decision of the arbitrator is appealed to the courts, the parties agree to abide by the terms of this Article for a period of one hundred and eighty (180) days from the date of the decision of the arbitrator. If within the one hundred and eighty (180) day period the arbitrator's decision is not reversed or if the court does not hand down a decision, the provision of this Article will not apply. This may be extended for sixty (60) days by mutual agreement, should it not be possible to process the appeal in one hundred and eighty (180) days.

#### **ARTICLE IX – HOURS OF EMPLOYMENT AND OVERTIME**

**Section 1.** The regular work week shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week, except as provided in Section 9 of this Article. Further, except as hereinafter provided, nothing herein shall be considered as a guarantee of any number of hours of work per day or days of work per week.

**Section 2.** The work week for an employee for payroll purposes shall begin at 12:01 A.M. on Monday, except that the basic work week of a third shift employee may start with a regularly assigned work period which begins before Sunday midnight and extends into Monday. The start of such work period shall be considered as Monday hours for purposes of this Article.

**Section 3.** An unpaid lunch period of thirty (30) minutes shall be scheduled within the first five (5) hours of work on normal eight (8) hour shifts. On full time, three (3) shift per day continuous operations where it is not practicable to schedule a thirty (30) minute unpaid lunch period, a twenty (20) minute paid lunch period shall be allowed within the first five (5) hours worked on each such shift. On a two (2) shift continuous operations work schedule an unpaid lunch period of thirty (30) minutes shall be scheduled within the first six and one-half (6.5) hours worked on each such shift.

**Section 4.** The Company agrees to post, in the department, the normal work schedule by noon on Friday for the following work week. Where the normal work schedule is revised to include overtime hours such work schedule will be posted as specified below:

1. Unscheduled Saturday overtime, Sunday overtime, and holiday work will be posted as early as practicable.
2. Scheduled Saturday overtime will be posted by the end of the shift on Thursday.
3. Scheduled weekday overtime will be posted by noon on the Friday preceding the week in which the overtime is to be worked. This schedule will remain in effect for the week unless all scheduled overtime hours for the week are cancelled by the Company. The Company may also schedule overtime by providing affected employees twenty-four (24) hours notice in advance of the overtime hours to be worked, where such overtime is required to recover lost production due to machine breakdown or lack of parts or material.

A copy of any revised work schedules will be provided to the Union representative at interest.

**Section 5.** A paid five (5) minute period shall be provided immediately prior to the meal period and immediately prior to the scheduled quitting time on each shift to permit employees to wash up.

**Section 6.** An employee is obligated to notify the Company as soon as practicable after the employee knows they will not be able to report for work.



**Section 7.** Time and one-half the employee's average hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day; forty (40) hours per week and for Saturday work hours as defined in Section 2 hereof (except as provided in Section 9 of this Article). All hours worked after an employee has worked an eight (8) hour shift shall be considered overtime hours and shall be paid at the applicable overtime premium in effect on the day on which such hours are worked or the day the shift started, whichever is higher. An employee who works immediately before their regularly scheduled shift shall be paid for the time so worked at the applicable overtime premium for the shift to be worked or the day the hours are worked, whichever is higher.

**Section 8.** (Except as provided in Section 9 of this Article), twice the employee's average hourly rate shall be paid for all hours worked in excess of ten (10) hours in any one day and for all Sunday work hours as defined in Section 2 hereof. This rate will continue to apply if the employee works at least four (4) Sunday hours and continues working into Monday.

**Section 9.** Continuous Operations – The Company may install a continuous operations work schedule as follows:

A. Two Shifts – Four Crews

1. The work day shall include two (2) consecutive eleven and one-half (11.5) hour shifts, and a one-half (1/2) hour unpaid lunch period. The day shift shall begin between 5:30 A.M. and 8:00 A.M. The night shift shall begin between 5:30 P.M. and 8:00 P.M. For purposes of start-up the Company may schedule employees between the hours of 4:00 A.M. and 8:00 A.M. or between 4:00 P.M. and 8:00 P.M.
2. Employees working this continuous operations schedule shall be paid overtime as follows:
  - (A) All hours worked in excess of eight (8) in one day or all hours worked on the day immediately -preceding the last scheduled day off within the work week shall be paid at the rate of one and one-half (1 1/2) times the employee's average hourly rate.
  - (B) All hours worked in excess of twelve (12) in one day or all work performed on the employee's last scheduled day off in the work week shall be paid at two (2) times the employee's average hourly rate.
  - (C) All work performed on any other scheduled day off in the work week shall be paid at one and one-half (1 1/2) times the employee's average hourly rate, providing the employee worked all scheduled hours in the same work week.
3. For continuous operations schedules consisting of two eleven and one-half hour (11.5) shifts:

Assignment of Overtime – If a sufficient number of employees are not available within a job code in the work group, the Company will secure employees needed by first calling the low overtime employee(s) in the job code and work group on the same shift on a scheduled day off. If a sufficient number of employees cannot be obtained within the job code in the work group as outlined above, to work the required overtime, the company will select other qualified employees to fulfill the overtime requirements in the following order:

  - (A) Employee(s) in the job code and work group on the other shift on a scheduled day off, provided that successive shifts will not be worked.
  - (B) Employee(s) in the same occupational group, in other work groups within the building.

(C) Employee(s) in other job codes which are in the same work group and shift on a scheduled day off.

Opportunities between the four (4) work crews will be kept as even as practicable.

Break Periods – There will be two scheduled break periods of fifteen (15) minutes duration and an additional ten (10) minutes of personal time to be taken for necessary personal needs and rest. This additional ten (10) minutes is to be taken on an individual basis and it is intended that employees will take only as much of such allowed time as individual circumstances require.

Shift Premium – A shift premium as specified in Article XIII shall be paid to an employee working the second shift. Such premium shall be added to the wage rate of an employee before computing any incentive and overtime pay.

Holiday Pay – An employee eligible to receive holiday pay shall receive 13.25 hours pay at wage rate for such unworked holiday. An employee who works on a paid holiday shall receive twice the average hourly rate for hours worked in addition to holiday pay.

Bereavement Pay – If the absence falls on a scheduled day of work, an employee shall receive 13.25 hours pay at wage rate.

Jury Duty Pay – If the absence falls on a scheduled day of work, an employee shall receive the difference between the pay received for service as a juror and 13.25 hours pay at wage rate.

Call-In and Reporting Pay – For purposes of determining call-in pay and reporting pay, 5.75 hours and 11.5 hours will replace four (4) hours and eight (8) hours, respectively.

B.     —Three Shifts – Four Crews

For employees working a continuous operations schedule consisting of three (3) rotating shifts of eight (8) hours each with four (4) crews, the following will apply:

1. They will be paid a twenty (20) minute paid lunch.
2. Time and one-half (1 1/2) the employee's average hourly rate will be paid for work performed in excess of eight (8) hours in a day or forty (40) hours in a week and all work performed on the first scheduled rest day in the work week. Twice the employee's average hourly rate will be paid for all work performed in excess of twelve (12) hours in a work day and for all work performed on the second scheduled rest day in the work week.
3. Break time and personal time will be provided as specified in Section 12 of this Article.

- C. When the Company installs a continuous operations work schedule or reverts to a conventional work schedule, the Company will provide affected employees and the Union at least thirty (30) days advance notice of the change.

**Section 10.** The following procedures cover overtime eligibility, the assignment of overtime, overtime records, and the challenge of overtime distribution:

- A. Eligibility for Overtime – All employees proficient to perform the work within a job code in a work group and shift are eligible to participate in available overtime. An employee deemed to be non-proficient will be advised in writing within thirty (30) normal work days after the employee enters a new job code or work group. This time frame will be subject to extension by request of either party and such request will not be unreasonably denied.

Where an employee is not proficient in all phases of their job code and requests the opportunity to become proficient the employee will be given reasonable exposure to the job duties to become proficient during normal working hours. The opportunity to become proficient will be provided as soon as practicable taking into consideration departmental needs. Where two (2) or more employees have requested the opportunity to become proficient on the same duties, the Company will provide the opportunity to the senior employee first or the employee will be provided training within sixty (60) calendar days. The Company may request an additional thirty (30) calendar days which will not be unreasonably denied. Upon request, the supervisor will review proficiency training plans with the employee.

If the employee or the Union representative at interest questions the supervisor's judgment in regard to proficiency, the employee will, within the month following the issuance of the notice of non-proficiency, but as quickly as practicable during this period, be allowed to demonstrate proficiency in that area under question by performing the normal duties during regular working hours. If proficiency is successfully demonstrated, the employee will then be allowed to share in said overtime.

B. Assignment of Overtime Within a Job Code in a Work Group and Shift – Available overtime within a job code in a work group and shift may be assigned to the employee who has the lowest overtime hours or any other employee whose overtime hours are within fourteen (14) hours of the low overtime employee. This fourteen (14) hour provision can be applied in the following instances where it is:

1. necessary to continue and/or finish a weekday or weekend assignment beyond scheduled work hours or
2. not feasible to secure the employee who has the lowest overtime hours within the job code, work group and shift due to time constraints or
3. to borrow for overtime per Article IX, Section 10 (G).

In situations where a supervisor exercises the fourteen (14) hour provision this decision will be documented on the revised overtime schedule.

C. Assignment of Overtime Within a Work Group by Shift – The opportunity to work Saturday, Sunday or a holiday will be balanced as evenly as practicable by shift where the job code to be worked exists on all active shifts. In determining which shift is to work any available Saturday overtime, Sunday overtime, or holiday work, the shift with the lowest number of overtime opportunities will be asked or scheduled to work. In cases where the job code(s) which works does not exist on all active shifts, no opportunity will be charged to that shift. Anytime an employee in the work group has the opportunity to work, the employee's shift will be charged with one (1) opportunity unless it involves filling in for another shift.

Available overtime during the week will be assigned between shifts so as to keep the shifts within five (5) opportunities, except in case of emergency where the Company is permitted one (1) additional opportunity to a total of six (6). No opportunity hours will be charged to a shift where the job code(s) that work do not exist on all active shifts.

D. Overtime Records – Overtime records, both individual records and shift opportunity sheets, will be posted in the department by the end of the shift each Monday in each work group for the previous week.

1. Employees will be charged on the overtime record for all hours worked, offered, scheduled, or hours they would have been offered had they not been absent from work. Employees in the work group with temporary medical limitations will be handled in the same manner, however employees on temporary

transfer will not be charged. Additionally, the employee will be charged for all hours when selected for overtime in accordance with Section 10 (G) of this Article.

2. Individuals will not be charged for overtime hours worked to perform inventory or volunteer maintenance work during the vacation shutdown period which is outside of their job code, work group, shift and building.
3. Employees will be charged for overtime spent voluntarily participating on teams or committees with a special code or notation on the overtime records.

Overtime records will be adjusted on the Monday closest following November 1 of each year by reducing hours of the employee with the lowest total to zero (0) and subtracting the employee's total hours from the total of every other employee in the job classification (job code) and work group on the same shift.

- E. **Scheduled Overtime** – The Company may schedule each employee to work up to a maximum of eighteen (18) Saturdays in each contract year. No employee will be required to work more than three (3) consecutive Saturdays. The Company agrees not to schedule Saturday overtime on weekends with either a Friday or Monday holiday. Where the Company cancels a scheduled Saturday, it will be counted in the schedule limitation specified above. The Company may schedule overtime for any employee up to a total maximum of sixteen (16) scheduled hours in any one (1) week. All scheduled overtime is mandatory, unless the employee is excused in advance by the employee's supervisor. All scheduled overtime must be posted as specified in Section 4 of this Article. All unscheduled Saturday overtime, Sunday overtime, holiday work and overtime not scheduled within the notice requirement in Section 4 is considered voluntary overtime.
- F. **Employees Entering a Job Code in a Work Group and Shift** – When an employee transfers to a job code or work group or shift, the employee will be assigned the average of the overtime hours for their job code in that work group on that shift.

An employee out of a work group except a temporary transfer, for a period of seven (7) or more calendar days (excluding holidays) will have added to the employee's overtime account the average charged overtime hours of the work group in the employee's job code and shift for the period of absence.

- G. **Borrowing for Overtime** – If a sufficient number of employees cannot be obtained within a job code in the work group and shift to work the required overtime, the Company may select other qualified employees to fulfill the overtime requirement. In such cases, the Company will attempt to secure employees in the following order of consideration:

For Saturday, Sunday, Holiday:

1. Employees in the job code in the work group on another shift whom have not been offered to work in their own job code, work group, and shift.
2. Employees in other job codes which includes the work and which are in the same work group and shift.
3. Employees in the other job codes which includes the work and in the same work group on another shift whom have not been offered to work in their own job code, work group, and shift.
4. Employees within the building on the same shift.
5. Employees within the building on another shift.

**Weekday Overtime:**

1. Employees in other job codes, which include the work and are in the same work group and shift.
2. Employees in the building on the same shift.

In each case, the employee to be selected will be the qualified employee who meets the assignment criteria in 10 (B) above.

- H. Indirect Work Group Change – When an indirect work group (Unit Manager/Superintendent’s jurisdiction) is changed because of an addition or subtraction of a superintendent or the realignment of superintendent jurisdiction within a building, the employee(s) involved will retain the number of overtime hours charged to them in their job code and shift unless the overtime hours are adjusted by mutual agreement between the Company and the Union.
- I. Special Overtime Agreements – Since the intent of overtime distribution is to equalize the hours in a manner that is acceptable to the parties involved, existing arrangements in specific work groups will be continued as long as it is mutually satisfactory to the Union and the Company. Future arrangements which are mutually satisfactory will also be honored. In the absence of such arrangements, the language in the Agreement will prevail. All special overtime agreements will be posted in the department.
- J. Challenge of Overtime Distribution – Employee(s) or the Union representative at interest may challenge overtime distribution at any time within two (2) weeks following the posting of the overtime records.

Where possible the challenge will indicate employee(s) bypassed or improperly assigned such overtime. If the overtime has not been distributed as specified in Article IX, Section 10 (B), the employee(s) so affected will be given the next available overtime work for which they are qualified. If the next available overtime work is not offered to the bypassed employee, this employee will be paid for the hours of the second bypass and this time will be credited as time worked on the overtime records.

In instances where agreement is not reached, a grievance may be submitted, in accordance with Article XX. Where the Union’s position is upheld and an employee(s) is paid, the employee(s) will have the equivalent amount of time credited as time worked on the overtime records.

**Section 11.** When two (2) or more types of premium pay such as overtime pay, pay for Saturdays, Sundays and holidays as such, etc., are applicable to the same hours of work, only one, the higher, will be paid. In no case will there be duplication or pyramiding of premium pay for the same work hours.

**Section 12.** There will be two (2) scheduled break periods of ten (10) minutes duration each day. These break periods will be taken one during the first half of a shift and the other during the second half of a shift as established by the supervisor. In addition, up to ten (10) additional minutes per shift may be taken for necessary personal needs and rest. This latter time is to be taken on an individual basis and it is intended that employees will take only as much of such allowed time as their individual circumstances required at that particular time.

**Section 13.** Reduced Work Weeks — For temporary reductions in production, the normal work week may be reduced to four (4) eight (8) hour work days a maximum of eight (8) times in a contract year. Such changes in the work schedule will be posted in accordance with Article IX, Section 4 where it is known in advance.

#### ARTICLE X – WAGES

**Section 1.** The wage rate of a newly hired employee within the rate range in effect for the employee's job classification will be adjusted in accordance with ~~the following time schedule:~~ Wage Tables A & B.

~~Starting Step—the first rate for a job classification to which a new employee is assigned. The probationary employee remains on the starting step of the job assigned for the first sixty (60) calendar days of employment. Probationary employees who are transferred to a different labor grade will receive credit for the purpose of pay progression of all time worked since the date of hire.~~

~~First Step—an interim progression rate assigned to an employee upon completion of the probationary period. Progression to the second step will occur after an employee has completed sixteen (16) weeks in which work is performed after attainment of the first step. The first step is also assigned when an employee transfers in accordance with Article XI, Section 2.~~

~~Second Step—the top rate of the progressive rate range for that labor grade.~~

**Section 2.** An employee who returns to their former classification shall receive the wage rate the employee received just prior to leave of absence ~~or layoff~~ from such job adjusted for any general wage increase made since the employee left the job.

**Section 3.** In lieu of general wage increases employees hired before October 1, 2012 who are on the active payroll as of September 30<sup>th</sup> will be eligible to receive a \$1000 payment (less required withholdings). ~~a first year general increase, employees on the active payroll as of September 22, 2009 will receive a \$1500 payment (less required withholdings). Those employees on short term disability will be eligible upon return to work at the discretion of the company. If the company denies payment, the union may appeal through the grievance procedure. Such payment may be contributed in its entirety to the UTC Represented Employee Savings Plan on an unmatched basis. Effective September 27, 2010, the wage rate for all full time active employees covered by this agreement will be increased by \$.35 per hour general increase (Wage Rate Table B). Effective September 26, 2011, the wage rate for all full time active employees covered by this agreement will be increased by \$.40 per hour general increase (Wage Rate Table C). Payment will be made within the following two pay periods. An employee on short term disability on September 30<sup>th</sup> who subsequently returns to work will be eligible to receive a pro-rated payment based on date of reinstatement.~~

**WAGE RATE TABLE A\***

**EFFECTIVE October 1, 2012 – September 27, 2015**

Function	Grade	Classification	Start (60 days)	First (16 weeks)	Top
Skilled Trades	AA	Systems Repair	\$27.24	\$27.75	\$28.32
	A	Maint Mechanic, AC Repair Bld Attendant	\$26.83	\$27.37	\$27.93
	B	Powerhouse Fireman, Carpenter Mason Painter	\$26.47	\$27.05	\$27.60
Maintenance	5	Ground Equip Op 'A'			\$17.49
	6	Ground Equip Op 'B'			\$17.02
	7	Janitor/Porter			\$16.58
	9	General Labor			\$16.09
	10	Janitor Sweeper			\$15.82
Quality	C	Inspection C	\$19.34	\$19.64	\$19.89
Warehousing	8	Warehouse Operator			\$17.36

\* For employees active as of October 1, 2012 and skilled trade 'new hires'/recalls.

\*\* Add Welders clothing allowance of \$150/yr for job code 840A.

**WAGE RATE TABLE B\***

**EFFECTIVE October 1, 2012 – September 27, 2015**

Function	Classification	Start	6 mos	15 mos	24 mos
Maintenance	Ground Equip Op	\$11.00	\$11.50	\$12.00	\$12.50
	Janitor/Porter	\$10.00	\$10.50	\$11.00	\$11.50
Quality	Inspection C	\$13.50	\$14.00	\$14.50	\$15.00
Warehousing	Warehouse Operator	\$11.00	\$11.50	\$12.00	\$12.50

\*New hires and employees recalled after October 1, 2012 other than those active on October 1, 2012.

\*\*Add Welders clothing allowance of \$150/yr for job code 840A.



**Section 4.** For the purposes of this agreement the following definitions regarding rates of pay will be used:

- A. Wage Rate – means the employee’s rate of pay as defined in Article X, Section 4.
- B. Hourly Rate – means the employee’s wage rate plus COLA and shift premium when applicable.
- C. Average Hourly Rate – means the rate used in calculating premium pay. This rate is determined by taking the average of earnings including wage rate, COLA, and shift premium, for all hours worked in the payroll week. The determination of this rate does not include earnings for hours paid due to Bereavement, Jury Service, Holiday and Volunteer Emergency Worker Duty.
- D. Personal Rate – means a rate above the maximum rate of the rate range of an employee’s job classification. For an employee with a personal rate the personal rate supersedes the term wage as used in this Agreement.
  - 1. Employees downgraded and personalized because of a compensable injury after November 1, 1971 will be paid the personal rate for the grade they were assigned at the time of the injury for as long as their seniority would allow them to hold that grade. If they would have been bumped had they not been injured, their personal rate will be adjusted to the grade they would have held by virtue of exercising their seniority rights. Furthermore, such employees will receive wage increases in accordance with the labor grade to which they are assigned at the time of the general increase.
  - 2. A personal rate may also result under the provisions of Article XII, Section 7.

**ARTICLE XI – TRANSFER OF EMPLOYEES**

**Section 1.** Wage rate adjustments made as a result of the transfer of an employee from one job to another job will be effective beginning with the first day the employee works on the new job provided the transfer is for one (1) hour period within a shift or longer.

**Section 2.** Transfer to Higher Labor Grade

- A. When an employee, who has completed the probationary period, is transferred to a job in the next higher labor grade, the employee will receive the wage rate in the rate range of the higher job next above the employee’s present rate. When such transfer is to a job more than one (1) labor grade higher than the employee’s present job, the employee’s wage rate will be determined as follows:
  - 1. The employee will receive the first step in the rate range provided the employee has not held the second step of the next lower labor grade or previously held an equal or higher rated job than the employee is transferring to.
  - 2. The employee will receive the second step in the rate range provided the employee has held the second step of the next lower grade or previously held an equal or higher rate to which the employee is transferring to.
- B. If the employee who moves receives the first step rate, the employee will progress to the second step rate sixteen (16) weeks after the award date and/or permanent assignment to the job.
- C. The period of time required to progress further within the rate range of the job of higher labor grade will begin with the first full payroll period on or after the first full day of assignment to the job.
- D. An employee with a personal rate in their present job will not receive a reduction in rate when transferred to a job of higher labor grade.

**Section 3. Transfer to Same Labor Grade**

- A. When an employee is transferred to a job of the same labor grade as their present job, the employee will retain the same position in the rate range of the new job that the employee held in the rate range of the job from which the employee was transferred.
- B. Time accumulated toward progression to the next higher rate in the range of the employee's former job will be credited to the employee for the purpose of progression to the next higher rate in the range of the job to which the employee is transferred.
- C. An employee with a personal rate will retain their personal rate when transferred to a job of the same labor grade or returned to a Job in the same labor grade.

**Section 4. Transfer to Lower Labor Grade** – When an employee is transferred to a job of lower labor grade, the employee will receive the top rate in the rate range of the lower grade job or the employee's existing rate, whichever is lower. In the case of a transfer from a formerly incentive job to a formerly non-incentive job of lower labor grade, an employee will receive the top rate in the rate range of the lower rated job or the employee's existing wage rate, whichever is lower. An employee with a personal rate will have their rate adjusted downward so that their new rate is the same amount above the top step of the job to which the employee is transferred as their former rate was above the top step of the employee's previous job. However, in the case of a transfer to a lower grade job no employee will receive a reduction in their existing rate for a period of ten (10) weeks after transfer, unless the employee's transfer was a result of the following reasons:

- A. Inability to perform the work of the higher grade job.
- B. Voluntary move to lower grade, except in bumping procedure.
- C. Return to their regular labor grade after temporary transfer to a higher labor grade.

**Section 5.**

- A. When production requirements make it necessary, any employee may be temporarily transferred to a different job code or work group on the same shift for up to three hundred twenty (320) hours within a contract year. If an employee is permanently transferred to a different building or seniority unit, a new three hundred twenty (320) hour period will be established for the balance of the contract year. Any temporary transfers beyond this limitation will require the approval of the employee and the employee's Union representative. Temporary transfers for the following reasons will not be counted in the three hundred twenty (320) hour temporary transfer limitation:
  - 1. To place an employee with medical limitations.
  - 2. To place an employee due to lack of work in the employee's permanent job unless the employee is filling in for absenteeism.
  - 3. To place a disqualified employee while the employee is awaiting permanent reassignment.
  - 4. Overtime hours worked.

**Guidelines for Temporary Transfers**

- 1. Transfer to HIGHER Grade – Start with the senior qualified person first, ask the employees in seniority sequence. If no employee volunteers, transfer the junior person.

2. Transfer to SAME OR LOWER Grade – Start with the volunteers, with preference given to the most senior qualified person. If no employee volunteers, transfer the junior person.
3. Transfer involves 10 HOUR Schedule (regardless of labor grade) – and the group you are transferring from is on an eight-hour schedule, then ask starting with the senior qualified person. If there are no volunteers, transfer the junior qualified person.
4. Transfer STRICTLY for OVERTIME – If the transfer is strictly to cover overtime hours, then regardless of labor grade, the qualified employee with the lowest overtime hours in the job code should be asked.

Any temporary transfers involving a shift change will be made on a voluntary basis, except as provided in Section 6 and Section 8 of this Article.

The Company will maintain a temporary transfer record for each employee which will be made available for review by the Union. In addition, a copy of the temporary transfer payment document will be provided to the Union representative at interest.

- B. When the Company temporarily transfers an employee to a job due to their medical limitation, they will be paid the labor grade as specified below:
1. Employees with compensable injuries will retain their labor grade if they are placed on a lower rated job. If they are placed in a higher rated job, they will receive the labor grade of the job to which they are temporarily transferred.
  2. Employees with non-compensable medical limitations will receive the labor grade of the job to which they are temporarily transferred.
- C. The Company will not apply Article XI in such a way as to circumvent the provisions of this section by transferring employees for under one (1) hour to avoid payment.

**Section 6.** The Company shall have the right to transfer an employee temporarily not more than twice per year for not more than eight (8) weeks total for the purpose of organizing new shifts or new departments. Where possible, such jobs will be filled on a voluntary basis, but, if necessary, these jobs will be assigned to those qualified employees having the least seniority. An employee having a bona fide hardship case shall have the right to refuse such temporary transfer.

**Section 7.** When an employee is unable to meet reasonable standards of performance, the employee will be so notified in writing with a copy to be given to the Union Steward at interest. The employee will then be required to exercise their bumping privileges to a job for which the employee is qualified under Article XXII, Seniority, of this Agreement.

**Section 8.** The Company may assign work locations on a temporary basis within the Maintenance Department in accordance with Section 5. Where such assignments require a change in shift and cannot be made on a voluntary basis, they will be made on the basis of reverse order of seniority from among the employees in the same job classification in all maintenance areas who have the ability to do the work. Such assignments will be subject to the pay guarantees set forth in Sections 5(A).

**Section 9.** Transfers as referred to in this Article will apply to bumping, recall, temporary transfers and permanent transfers except where specific provisions to the contrary have been provided in this Agreement to cover specific situations.

## ARTICLE XII – JOB EVALUATION PLAN

**Section 1.** The pay level of new or substantially changed jobs will be established using a job-slotting approach. The new or substantially changed job will be compared to the benchmark jobs in the same occupational grouping. The work will be slotted and paid at the occupational group level that most closely reflects the job and skill requirements of the work.

**Section 2.** The Company will develop generic job descriptions and minimum standards for each occupational group which are representative of the job and skill requirements for that level of work within the occupational grouping as of November 3, 1985. These generic descriptions will be reviewed with the Union Job Evaluation Specialist prior to implementation and a copy provided. If the Union disagrees that the generic description is representative of the job and skill requirements of the work within the occupational group, it may file a grievance within thirty (30) calendar days of the Company action. The grievance may only challenge the issue of whether or not the description is representative of the work in the occupational group. As such, should the grievance be submitted to arbitration, only that issue is to be decided by the arbitrator.

The minimum standards will be written for the jobs as they exist as of November 3, 1985.

**Section 3.** The new generic description for each occupational group will be slotted at the same pay level that the existing jobs were on September 20, 1985, based on the NMTA Job Evaluation System. These new generic descriptions will become benchmark jobs for that skill level and those job requirements within the occupational grouping.

**Section 4.** The Company's description and slotting of new or substantially changed jobs will be reviewed with the Union and all incumbents of each job code. A substantially changed job is defined as the addition of a higher skill requirement which clearly differentiates the skill requirements from other jobs at the same or lower levels within the same occupational grouping.

The Union may challenge either the appropriateness of the generic description and/or the pay level of a new or a substantially changed job (other than those specified in Sections 2 and 3 above), by filing a grievance within thirty (30) normal work days following the review of the job. If the pay level of the job is increased, retroactivity back to the date of the change will be paid to those employees assigned to the job in the work groups involved. The new job code will be assigned to the senior qualified employee(s) in the job code, work group and shift.

When the Union claims an existing job has been substantially changed so as to warrant a review of the slotting of the job, the appropriate Union representative will make a request in writing to the building's Industrial Relations Representative, stating the building, job code and the reason for requesting a review of the slotting.

The Company will answer the request within thirty (30) normal work days. If the Company and Union do not agree after the Company answer, the Union may file a grievance pursuant to Article XX of the labor agreement. Any such grievance must be filed within five (5) normal work days after receipt of the Company's answer. If the pay level of the job is increased, retroactivity back to the date of the Union's written request will be paid to those employees assigned to the job.

**Section 5.** Any changes to job descriptions after the generic descriptions are installed will be communicated in writing to the employees involved. All changes to the job description will be noted and dated on the job description. A copy will be sent to the Union office along with the date the changes were made. The Union may request that any change to the generic job description be reviewed with the affected employees, the

immediate supervisor and the job evaluation specialists. The Union will not be unreasonable in making this request.

**Section 6.** The Company will reduce the number of occupational groupings to the extent practicable while providing a system for promotion and demotion of employees under the provisions of Article XXII. In the event new occupational groupings are created, or existing occupational groupings combined and/or moved, the Company and the Union will meet to insure the change being made does not interfere with the seniority provisions of Article XXII.

**Section 7.** If a job is downgraded after the effective date of this Agreement as a result of change in job content, the employee(s) assigned to such job will not receive a reduction in wage rate. Where a personal rate results, the employee(s) with the personal rate is to be returned in accordance with their seniority to a job in the same labor grade, and shift as the employee's former job and in occupational groups the employee currently or formerly occupied or in the case of a classification for which rates have been negotiated returned to a job with an equivalent rate. If such employee refuses such assignment, the employee shall lose their personal rate by passing future general wage increases until their personal rate is eliminated.

**Section 8.** Skilled trades jobs are those normally covered by an apprenticeship training program.

**Section 9.** The time limits specified in this Article may be extended by mutual agreement.

#### **ARTICLE XIII –SHIFT PREMIUM**

An employee whose regular shift reports for work between the hours of 5 a.m. and 12:15 p.m. of the same day shall be considered as working on the first (or day) shift. An employee whose regular shift reports for work between 12:15 p.m. and 5 a.m. shall be considered as working on the second or third shifts. An employee who is assigned to a second or a third shift shall be paid a shift premium of six percent (6%) to a maximum of \$.85 per hour for all hours worked. Shift premium will also be paid to a second or third shift employee for Holidays, Bereavement, Jury Duty and Volunteer Emergency Worker Duty. Such premium shall be added to the wage rate of an employee before computing any bonus and overtime earnings.

#### **ARTICLE XIV – CALL-IN PAY**

**Section 1.** The Company shall pay a minimum equivalent to four (4) hours overtime to an employee who is called into the plant for work during time other than the employee's regular shift hours. Such work will be performed at the applicable hourly rate or overtime premium and the total pay earned for such work will be credited against the minimum guarantee of four (4) hours overtime.

**Section 2.** The minimum pay guarantee set forth under Section 1 of this Article will not apply when an employee is called in before the beginning of the employee's regular shift and works continuously into their regular shift.

#### **ARTICLE XV – REPORTING PAY**

**Section 1.** An employee who reports for work at the start of the employee's regularly scheduled shift shall receive four (4) hours work, or in case less than four (4) hours work is available, four (4) hours pay. In case less than eight (8) hours work is available for an employee who has worked beyond the first four (4) hours of the employee's regularly scheduled shift, the employee shall receive eight (8) hours pay. In either instance such pay for time not worked shall be at the employee's hourly rate.

**Section 2.** An employee scheduled to work overtime on a Saturday, Sunday or holiday shall be scheduled to work at least four (4) hours. In the event four (4) hours work is not available the employee shall receive six (6) hours pay for a Saturday and eight (8) hours pay for a Sunday or holiday. In case less than eight (8) hours work is available for an employee who has worked beyond the first four (4) hours of the employee's regularly scheduled shift the employee shall receive eight (8) hours pay at the applicable overtime -premium.

**Section 3.** When no work is available in the employee's regular job, an employee may be offered and shall perform other available work at no reduction in the employee's hourly rate in order to be eligible for reporting pay.

**Section 4.** This reporting pay provision shall apply unless the Company has notified the employee or posted notice the previous day or earlier that the employee should not report, or unless failure to provide work is due to conditions beyond control of the Company such as failure of utilities, mechanical breakdowns, fires, explosions, or acts of God. Employees who are not at work will be notified by TV and/or radio at least two (2) hours before the start of normal shift hours.

**Section 5.** When failure to provide work is due to conditions beyond the control of the Company as specified in Section 4 above and an employee has not been notified in advance not to report for work and the employee does report for work, the employee shall receive a minimum of two (2) hours pay at their hourly rate.

**Section 6.** The pay provisions of this Article will not apply if an employee is excused from work for personal reasons or is suspended because of disciplinary action.

#### **ARTICLE XVI – BEREAVEMENT PAY**

An employee who is absent from work solely because of the death and attendance at the services of the employee's father, step-father, mother, step-mother, wife, husband, mother-in-law, father-in-law, child, step-child, brother or sister shall be compensated, on the basis of the employee's wage rate at eight (8) hours per day for the time lost for the employee's regular work schedule by reason of such absence, from the day of death up to and including services or a maximum of three (3) days. In addition, the employee for the attendance at the services of grandparents, grandchildren, step-brother or step-sister subject to the conditions above, shall be compensated on the basis of wage rate for no more than eight (8) hours.

#### **ARTICLE XVII – JURY DUTY PAY**

**Section 1.** If an employee, who has completed the probationary period, is required to serve on a jury on any scheduled work days and loses time from their regular work schedule, supplemental pay will be granted equal to the difference between the pay they received for service as a juror and the employee's wage rate for eight (8) hours.

**Section 2.** An employee must notify their supervisor of pending jury service as soon as possible after receiving notice.

**Section 3.** If an employee is excused from jury duty on any day, the employee may report for work and work the balance of their shift. In such case the employee's Company earnings shall be used to reduce their supplemental jury duty pay.

**Section 4.** An employee, who claims supplemental jury duty pay, must furnish the Company with a statement, signed by the clerk of the court, as to the amount of pay received and the days served as a juror.

**Section 5.** If an employee, who has completed the probationary period, loses time from the employee's regular work schedule because of a requirement to appear before the Commissioner of Jurors for the purpose of qualifying for jury duty, the employee shall be paid up to a maximum of eight (8) hours pay at wage rate for actual time lost from the employee's regular work schedule. To receive such pay, the employee must present a statement signed by the Commissioner of Jurors office, that the employee did appear for examination on that day.

**Section 6.** An employee on jury duty leave of absence is eligible for Saturday work and if interested in such work should contact their supervisor to learn whether or not to report to work. In keeping with overtime regulations the Company will cooperate in assigning such employee to work.

#### **ARTICLE XVIII – INJURED EMPLOYEE PAY**

**Section 1.** An employee injured on the job shall be paid at the employee's hourly rate for time lost from work during the employee's scheduled shift hours for treatment at a medical consultant's office. This treatment must be authorized by the Medical Department or its designee and may be either on the day of the injury or on subsequent days that the employee is working. An employee who is required to report to the Company's Medical Department for treatment of a compensable injury at a time other than during the employee's scheduled hours will be compensated at the employee's wage rate for the time so spent in the Medical Department.

**Section 2.** Such employee shall be furnished with or given the necessary allowance for transportation to and from the plant when required to make such visits. In case of initial injury, an employee will not be permitted to drive to the place of emergency treatment unless specifically authorized in writing to do so by the Medical Department.

**Section 3.** Such employee shall be paid at hourly rate for all time lost up to the end of the employee's scheduled shift on the day an injury occurs.

**Section 4.** When such employee returns to the same job, the employee will be paid at their hourly rate until the employee is able to meet normal production standards. The employee's time will not be charged to the group but the employee's production will be credited to the group.

**Section 5.** When it is necessary for an employee to spend time in the Medical Department for treatment of a non-occupational injury or disease, the employee will be paid at hourly rate for time lost up to the end of the employee's normal shift for a maximum of two (2) hours.

#### **ARTICLE XIX – VOLUNTEER EMERGENCY WORKER**

**Section 1.** If an employee loses time from their regular work schedule due to involvement in fighting fires or emergency rescue work as a volunteer firefighter, ambulance driver or emergency medical technician with a volunteer response unit, the employee will be compensated for such lost time at the employee's wage rate. Before compensation for such duty may be authorized the employee must present to their supervisor a statement from the fire chief (or similar level of official from an ambulance/emergency response unit) of the time spent by the employee during regular work hours in fire-fighting and/or emergency response activity.

**Section 2.** An employee will also be paid at wage rate for an equivalent amount of time lost in the eight (8) hour period prior to the start of their scheduled shift for fighting fires and/or responding to emergency situations. A statement such as described above must also be provided for this purpose.

## ARTICLE XX – GRIEVANCE PROCEDURE

**Section 1.** Any complaint or grievance initiated by an employee, a group of employees or the Union shall be handled in accordance with the Grievance Procedure except as modified by other terms of the Agreement. No employee or group of employees shall have the right to bring or maintain any action in the courts or before any administrative agency arising out of the alleged breach of this Agreement, or involving the interpretation of this Agreement or any of its provisions, before they have exhausted the remedies provided under this Article. In the event the Union plans to bring such action, written notice will be given the Company at least five (5) working days prior to the time formal action is initiated in order to provide for further discussion and reconsideration.

**Section 2.** A complaint is defined as an expressed belief on the part of the complainant that the provisions of the Agreement are being violated.

**Section 3.** A grievance, except as hereinafter provided, is defined as a disagreement arising as to the meaning, interpretation, application of or compliance with the express terms of this Agreement as such disagreement exists and is reduced to writing in accordance with this Article.

**Section 4.** The term “Union Representative” as used in this Article means either Chief Steward, Alternate Steward, Specialist or Union Officer having specific duties in conjunction with the grievance procedure.

**Section 5.** The term “Staff Representative” as used in this Article means any staff representative or elected officer of the Local or International Union, as designated.

**Section 6.** Grievance forms (additional legible copy) will be approved by mutual agreement and furnished by the Company.

**Section 7.** Written grievances may be prepared by the aggrieved party or the employee’s designated Union representative, but in all cases must be signed and approved by the Union representative. The Union may file grievances independently of the employee. The grievance must specify the violation claimed.

**Section 8.** The following steps constitute the procedure for the handling of complaints and written grievances:

Step One – An employee who believes the Company has violated the provisions of the Labor Agreement may discuss the issue with their immediate supervisor with or without the assistance of a Chief Steward and/or specialist within five (5) normal work days of the alleged violation unless otherwise specified in the Labor Agreement. In cases involving specialized areas of the Labor Agreement such as job evaluation, seniority, etc., the Step One discussion may be held with the appropriate Company specialist rather than immediate supervisor. The immediate supervisor/specialist will provide its verbal Step One answer to the complaint as soon as practicable, but within two (2) normal work days from the date of the Step One discussion. The Chief Steward or Union Specialist must disposition the Company response within four (4) normal work days. Any resolution achieved at Step One will be considered resolved on a without precedent basis.

If a settlement is not reached, a grievance may be written and presented to the Company representative involved in the verbal Step One discussion.

Step Two – Following the Step One rejection, a meeting will be held within seven (7) normal work days to discuss the grievance. Attending this meeting for the Union will be the Chief Steward, the Alternate Steward, the employee, and Specialist, if requested; and for the Company, the immediate supervisor and



his manager, and/or a Company specialist, if requested by either party to address the issues of the grievance. In cases involving discipline and disqualifications the immediate supervisor will support their case at this step. Before the meeting is adjourned the parties will summarize their positions, identify the contract language relied upon in support of their case and restate the remedy being sought. If the grievance is not resolved at the meeting, the Company will answer the grievance within three (3) normal work days following the hearing date. The Chief Steward or Specialist must disposition the Company answer within three (3) normal work days after receiving the Company answer, specifying the Union's position on the issues still open, the contractual language in dispute and the remedy being sought.

Any grievance accepted at Step Two will be considered resolved on a without precedent basis.

Time spent by an employee(s) in processing the employee's complaint or grievance will be compensated at the hourly rate.

Step Three – Review meetings will be held to discuss grievances rejected at Step Two within ten (10) normal work days. The purpose of these meetings is to review the respective contractual positions of each party and determine if a settlement can be reached in accordance with the language of the Labor Agreement. These reviews will be attended by the Union Business Representative [or his designee](#) and the Company Industrial Relations Representative; and up to two (2) other Union representatives, and up to two (2) other representatives from the Company. In cases involving discipline and disqualifications the employee and their immediate supervisor may be present. Grievances at Step Three may be settled on a with or without precedent basis.

A grievance which affects a substantial number of employees (5 or more) or designated by the Union's Business Representative or the Company's Industrial Relations Representative, shall be presented initially at this step of the grievance procedure.

For grievances not resolved at these reviews, the Company will issue their answer within ten (10) normal work days following the review meeting. The Union will have up to twenty-five (25) normal work days to accept or reject the Company answer.

All grievances involving the discharge of employees will be entered at the third step of the Grievance Procedure; in such cases the employee and/or the supervisor will be present at this step.

Step Four – Should the Union reject the Company's answer at Step Three, they may proceed to arbitration by requesting a panel of arbitrators from the Federal Mediation and Conciliation Service. The parties agree to meet and select an arbitrator within ten (10) normal work days following the receipt of the arbitration panel. Failure of the Union to act in requesting a panel or selecting an arbitrator will automatically close the grievance based on the last Company answer. Failure of the Company to select an arbitrator will permit the Union to select the arbitrator of their choice from the panel submitted for that grievance or close the grievance under Section 13 of this Article. Upon mutual agreement of both parties, expedited arbitration hearings without benefit of legal counsel or post hearing briefs will be held at a Carrier facility or other location. The decision of the arbitrator selected pursuant to this procedure will be final and binding on all parties. The arbitrator shall have no power to add to, modify, or subtract from the provisions of this agreement and shall be limited to interpreting and/or applying the provisions of this agreement and shall not use or rely upon past practices prior to November 4, 1985 as a restriction on management functions. The parties will continue to recognize arbitration awards where the language arbitrated remains in the Labor Agreement.

The arbitrator shall consider only grievances which were open at the signing of this Agreement or those arising under the application of this Agreement. The terms of the Agreement which were in effect at the time of the alleged violation will govern the arbitrator's decision unless by mutual agreement other arrangements are made.

Any issue involving the jurisdiction of the arbitrator shall be resolved by a court of competent jurisdiction prior to arbitration.

**Section 9.** The fees and expenses for arbitrators for cases selected by the Union shall be the responsibility of the party whose position is rejected by the arbitrator. On split awards, the expenses of the arbitrator will be shared equally between the parties. The arbitrator retains jurisdiction to resolve any disputes arising over the responsibility for these expenses.

**Section 10.** If after the review between the Company and the Union after Step Three, the Company wishes to have a case arbitrated in keeping with Step Four language, it will so indicate by written notice to the Union. These cases will be expedited arbitration hearings without benefit of legal counsel or post hearing briefs and will be held in Carrier facilities for either party and the expense of necessary Union participation will be paid for by the Company up to and including but not exceeding the number of Carrier hourly employees outlined in Step Three of the Grievance Procedure. Union representatives who are active employees of the Company and other active hourly employees involved will be paid at their hourly rate. In addition, on Company selected cases only, the Company will pay the full cost of the arbitrator's fees and expenses.

**Section 11.** Either party may request the presence of necessary witnesses including aggrieved party(ies) as needed in the various steps of the Grievance Procedure including arbitration. Notification to such witnesses is the responsibility of the Company after reasonable notice by the Union. The term witnesses as used in this Article is defined as an employee of the Company who has significant input into a specific involvement, observation or knowledge of the issue or incident at hand.

**Section 12.** The cost of necessary employee witnesses at various steps of the Grievance Procedure shall be borne by the Company. Such witnesses will be compensated at wage rate and the Union will not be unreasonable in making requests for such employees to attend grievance hearings.

The cost of employee witnesses at arbitration proceedings initiated by the Union shall be borne by the party responsible for the presence of such witnesses.

The cost of other witnesses at Grievance Procedure hearings or arbitration proceedings initiated by the Union shall be borne by the party responsible for the presence of such witnesses.

**Section 13.** Failure of Company to comply with the time limits provided with respect to written grievances shall be considered an affirmation of the request contained in the grievance, thus disposing of the grievance. Failure of the Union or aggrieved party to comply with the time limits provided shall be considered as an acceptance of the last answer given, thus disposing of the grievance. Neither party shall close a grievance on time limits without personally notifying the Business Manager, the Chief Steward, Specialist or the Human Resources Manager at interest in writing and giving them one (1) normal working day to process the grievance.

**Section 14.** A grievance decision awarded in favor of the aggrieved shall be retroactive to such date as may be agreeable to the parties but such retroactivity will not in any case exceed one hundred thirty-one (131)

working days plus the time spent for arbitration under Step Four or the date the disagreement was initially discussed, whichever provides the lesser retroactivity except as otherwise provided in this Agreement.

**Section 15.** The Company agrees that the necessary time for investigating or handling of complaints will be allowed, as provided for under this Agreement, Chief Stewards, Alternate Stewards and Specialists. The Union agrees that its representatives will not unreasonably request permission for such activities in consideration of production requirements and economic necessity and for this activity its representatives will spend only the necessary time to investigate or handle actual complaints. The Company agrees that it will not unreasonably deny permission to any of the above to investigate or handle complaints.

**Section 16.** Chief Stewards, Alternate Stewards (when the Chief Steward is unavailable) and Specialists shall have the right to investigate and handle grievances only in their -designated areas. Such investigation and handling of -grievances shall be performed only at times approved by their immediate supervisor who will not be unreasonable in granting requests. Alternate Stewards, Chief Stewards, Specialists shall have the right to attend grievance hearings as specified in the Grievance Procedure. A Chief Steward's "designated area" is to mean a Warehouse or Maintenance Manager's jurisdiction.

The above Union representatives shall adhere to the following grievance pass procedure:

- A. When it is necessary for a Union representative to enter a department or section of a department supervised by a supervisor other than their own, prior arrangements shall be made promptly by their supervisor with the supervisor of the other department.
- B. Upon arrival at their destination, the Union representative shall immediately report to the supervisor of that department or section of department.
- C. Upon return to their own department, the Union Representative shall contact their supervisor.
- D. When the grievance work to be performed does not require that the Union Representative leave their own department to contact a supervisor other than their own, the electronic pass with time notations will be sent to their supervisor.
- E. After performing grievance work or attending grievance hearings the Union Representative shall complete an authorized electronic grievance pass which will be submitted to their immediate supervisor for approval and processing. All of the required data shall be entered on the pass at this time.
- F. Legible copies of all authorized grievance passes properly verified with notations herein provided shall be sent to the Local Union office. The form of the grievance passes shall be mutually agreed upon by the parties and shall be supplied by the Company.
- G. Time notations on grievance passes will be made by the Union Representative.
- H. The terms "immediate supervisor" and "supervisor" are used in this Article interchangeably and mean the Company representative to whom the employee directly reports.

**Section 17.** When a grievance is settled "without precedent" it means that the settlement is based on the conditions surrounding the particular grievance and question only and has been offered by the Company representative(s) and accepted by the Union representative(s) on the basis that it is designated as not binding on and shall not be used in any way in the settlement of any other grievance or to change the meaning or intent of the language of this Labor Agreement.

**Section 18.** Time limits specified in this Article for the processing of grievances may be changed by mutual agreement of the parties on an individual grievance basis and the parties agree not to refuse such requests unreasonably.

**Section 19.** No employee with respect to whom a grievance is pending shall be summoned for a conference with any representative of the Company for the purpose of discussing said grievance without the Company requesting the employee's Union representative to be present at such discussion.

#### **ARTICLE XXI – DISCIPLINE – DISCHARGE – PLANT RULES**

**Section 1.** The Company shall establish plant rules. Plant rules and any subsequent modifications will be presented to and reviewed with the Union thirty (30) days in advance of implementation of said rules or any subsequent modifications. The Union may present a grievance at Step Three of the Grievance Procedure challenging the reasonableness of any of the plant rules or any subsequent modifications.

Prior to the implementation of the plant rules or any subsequent modifications, the Company will post the plant rules on plant bulletin boards throughout the Syracuse site.

**Section 2.** The Company shall have the right to discipline or to discharge any employee for just cause; however, such action will not be administered in a capricious or arbitrary manner. An employee who has been disciplined or discharged and believes such discipline or discharge is not for just cause may challenge the discipline or discharge through the Grievance Procedure provided in Article XX.

**Section 3.** If an employee covered by this agreement is disciplined or discharged, the Union representative at interest will receive a copy of the reprimand(s) within one (1) normal work day and a grievance may be filed in accordance with Section 8, Article XX, within five (5) working days following the issuance of a reprimand or within five (5) working days following the return to work by the employee after disciplinary time off, whichever is later.

- A. Any grievance pertaining to discharge will be entered at Step Three of the Grievance Procedure.
- B. Any grievance pertaining to discipline that is less severe than discharge will be entered at Step Two of the Grievance Procedure.

**Section 4.** The penalties listed in the Plant Rules for violations are intended to be the penalties for the normal type of violation having normal consequences. Subject to the Grievance Procedure the Company may take more severe disciplinary measures where a violation has serious consequences. Conversely, the Company may take a less severe disciplinary measure under opposite circumstances.

**Section 5.** If an employee keeps their record clear of all violations of plant rules, including warning letters, for a period of twelve (12) months while actively performing work, such prior violations will not be considered when administering discipline in the event of a subsequent violation. In addition, any violation(s) which occurred more than two (2) years prior to a subsequent violation will not be considered when determining the next step in the progressive disciplinary procedure.

**Section 6.** An employee, who keeps their record clean for the period as outlined in Section 5 above, will have such discipline removed from the official Company personnel files. This provision is not applicable for violations of plant rules 4, 13, 15, 17, 18, 19, 20, 21 and any other plant rule which provides for discharge upon the first offense, but which penalty has been modified by the Company.

For these plant rules the Company will upon the request of an employee with ten (10) years or more of seniority review the employee's official personnel file to determine the appropriateness of continuing to maintain such discipline on file.

**Section 7.** Employees may be discharged when four (4) different rules have been violated within a twelve (12) month period during which the employee works.

**Section 8.** Where an employee of the bargaining unit is called in for the purpose of investigating a matter that could lead directly to discipline, the employee will be informed of the nature of the matter to be discussed. Union representation will be offered and provided, unless the employee rejects such representation.

**Section 9.** In the event the Union challenges the action of the Company in imposing discipline or in discharging an employee, the arbitrator shall determine whether the employee committed the acts for which the employee either received discipline or was discharged. If the arbitrator decides the employee did not commit those acts, or the Company did act in a capricious or arbitrary manner, then the arbitrator may order the employee reinstated and made whole.



**PLANT RULES OF CONDUCT**

- |          |            |
|----------|------------|
| Rule No. | Violations |
|----------|------------|
10. Distribution of any kind, by an employee including circulars or other printed materials, is prohibited in any work area at any time, or in non-work areas during working time.
  11. Posting of unauthorized pictures, notices or other material on Company property without prior approval of the Personnel Department.
  12. Gambling of any type, including participation in pools, lotteries, or betting on sporting events.
  13. Repeated negligence or inefficiency resulting in scrap or inferior work, breaking of tools or equipment or wasting materials or supplies.
  14. Repeated failure to ring time card or to clock in and out.
  15. Failure of an employee to meet normal production standards as evidenced by repeated disqualifications.
  16. Solicitation by an employee of any kind, including solicitation for membership or subscriptions, is prohibited while either the employee soliciting or the employee being solicited is on working time. Working time is that time when the employee is expected to be working but does not include break or lunch periods or other non-working time.
  17. Using profane or abusive language in an insulting manner toward fellow employees or making false or malicious statements concerning any employee, the Company or its products.

<b>First Offense</b>	<b>Second Offense</b>	<b>Third Offense</b>
Written	3 days	Discharge   Reprimand
Written Reprimand	3 days	Discharge
Written Reprimand	3 days	Discharge
Written Reprimand	3 days	Discharge
Written Reprimand	3 days	Discharge
Written Reprimand	3 days	Discharge
Written Reprimand	3 days	Discharge
1 day	5 days	Discharge

**PLANT RULES OF CONDUCT**

- | Rule No. | Violations   |
|----------|--|
| 18.      | Reporting unfit for work due to alcohol, drinking or drugs or visible possession or consumption of alcoholic beverages on Company property at any time, including Company parking areas. |
| 19.      | Insubordination, disregarding instructions or refusing to do job assignments given by the employee's immediate supervisor.   |
| 20.      | Sleeping on Company property during paid working hours. (Aggravated violations of this plant rule will subject the employee to discharge.)   |
| 21.      | Threatening, intimidating, coercing or fighting with other Bargaining Unit members.  |
| 22.      | Threatening, intimidating, coercing or fighting with Supervisors or other Company representatives, including Plant Protection personnel.   |
| 23.      | Abusing, tampering with, defacing or unauthorized destruction of Company property or records.  |
| 24.      | Possession or sale of illicit drugs, narcotics or other prohibited substances on Company property at any time, including Company parking areas.  |
| 25.      | Intentional falsification of personnel records or other records.   |

<b>First Offense</b>	<b>Second Offense</b>	<b>Third Offense</b>
*1 day	5 days	Discharge
3 days	Discharge	
3 days	Discharge	
3 days	Discharge	
Discharge		
Discharge		
Discharge		
Discharge		

\* 3 days effective with implementation of the Drug and Alcohol screening.



**PLANT RULES OF CONDUCT**

- | Rule No. | Violations   |
|----------|--|
| 26.      | Intentionally ringing the timecard of another employee, having timecard punched by another employee, unauthorized altering or mutilating a timecard for the purpose of defrauding the Company; unauthorized and/or improper use of time and attendance systems or equipment. |
| 27.      | Unauthorized possession of weapons on Company property at any time.  |
| 28.      | Theft of personal or Company property.   |

The above rules are not all inclusive, but cover the most common infractions. Penalties for violation of other -accepted standards of conduct will be administered consistent with the seriousness of the offense.

First	Second	Third
Offense	Offense	Offense
Discharge		
Discharge		
Discharge		

**ARTICLE XXII – SENIORITY**

**Section 1 – Definitions**

- A. **Seniority** – Seniority shall be measured and determined by the total service with the Company within the bargaining unit from the last date of such hiring for work in such unit.
- B. **Loss of Seniority** – An employee loses seniority if the employee:
  - 1. quits voluntarily
  - 2. is discharged for just and proper cause
  - 3. is absent for three (3) working days without notice except when failure to give such notice is caused by conditions beyond control of the employee
  - 4. fails to return at the end of a leave of absence, unless prevented by conditions beyond control of the employee
  - 5. has been on layoff in excess of the time limits specified below:

<b>Amount of Seniority</b>	_____	<b>Maximum</b>
	_____	<b>Time of Layoff</b>

61 days and above    ~~60~~36 mos.

[Individuals on layoff as of October 1, 2012 may retain recall rights for up to thirty-six \(36\) months from last date of layoff. Employees who are recalled will be paid per Wage Tables A & B depending on job classification.](#)

6. retires under the Carrier Pension Plan.

C. **Job Code (Formerly referred to as Occupational Group)** – Includes all work in the same labor grade within an occupational grouping where the job and skill requirements are of a similar nature.

D. **Occupational Grouping** – A series of jobs consisting of several job codes closely enough related which provide for a systematic and orderly means of promotion and demotion of bargaining unit employees based on changing manpower requirements.

Where the Company makes changes in the occupational groupings, such changes will be reviewed with the Union. If the Union does not agree with the change, it may present a grievance at Step Three of the Grievance Procedure.

E. **General Occupational Grouping** – In the event an employee is unable to remain in the employee's seniority unit the General Occupational Grouping for site-wide purposes will include all jobs in the 0000 Occupational Grouping and job codes 0009, 9107, 2908, 9410 and 9106.

F. **Pre-Bid (Formerly referred to as a Request for Transfer)** – An employee, except a probationary employee, desiring a transfer to a different job code, work group, or shift, may fill out a pre-bid form. In order for a pre-bid to be valid it must be date stamped on a Company time clock and on file in the Seniority office one (1) day prior to the date the requisition is stamped. If a pre-bid is rejected the employee will be notified, in writing, as to the reasons, within five (5) normal work days after the pre-bid is received in the Seniority office.

G. **Pre-Bid Listing** – Information regarding occupational groupings, work groups, job codes and certain testing information. Changes to the pre-bid listing will be posted on the Seniority Boards bi-weekly. This listing will be published every three (3) months, however, this time period may be extended by mutual agreement if there are insufficient changes.

H. **Off-Job** – employees cut back or bumped from their occupational grouping. Off-Job employees will be allowed to submit an off-job card for all jobs per their eligibility.

I. **Seniority Unit** – is the building or business unit (as identified in the pre-bid listing) designated by the Company where an employee exercises their initial seniority rights before exercising their seniority rights on a site-wide basis.

J. **Seniority Rights** – an employee's seniority rights are based on the occupational groupings in which the employee has worked. The employee has seniority rights to jobs in the highest job codes successfully held, all lower job codes within that occupational grouping, and jobs in the general occupational grouping.

No employee will be credited seniority rights to a job code performed while on a temporary transfer. However, employees accepting a temporary award will be credited with seniority rights to such job code and occupational grouping.

K. **Common Seniority Dates** – where employees have common seniority dates, preference will be given to the employee with the highest last four (4) digits of the employee's social security number.

- L. **Seniority Records** – The Company will furnish the Union Seniority Specialist with a listing of pre-bids, seniority board, copies of pre-bids, master file, job awards, postings, new hire starting tickets, cutback letters, changes in the pre-bid listing, and other available relevant information upon request.

Seniority records shall be maintained by the Company and will be made available to the Union upon request. The Union will not be unreasonable in making such requests. It is agreed that the Union may appoint two (2) Seniority Specialists to work on seniority problems and to answer questions concerning seniority procedures.

- M. **Employee Swaps** – Employees may exchange jobs within the same job code by submitting a job swap form which must be authorized by both employees, supervisors, seniority administrators, and seniority specialists. The Chief Steward(s) at interest will be notified prior to the employee swap being approved.

- N. **Transaction Code** – a number developed for each job award, bump, return to job, etc.

O. **Normal Production Standards** –

1. Employees are expected to maintain normal production standards consistent with the concept of a fair day's work for a fair day's pay.
2. No employee shall be disqualified by the employee's supervisor before the employee's supervisor has (1) ensured that the shop standards associated with the process in question are capable of being achieved as verified by the Industrial Engineering organization assigned to the department, (2) counseled the employee with the Chief Steward or Rate Specialist present if requested regarding the employee's performance to the shop standards, and (3) offered assistance and allowed reasonable time for correction.

- P. **Bumping** – is defined as the privilege exercised in a reduction in force or other circumstances that entitles an employee with higher seniority to bump an employee of lowest seniority as hereinafter defined.

- Q. **Temporary Requisition** – A requisition submitted to cover an employee on Medical or Military leave of absence for over four (4) weeks.

- R. **Temporary Award** – An award given to an employee, who accepts such award, in accordance with the temporary award letter. When the employee on leave of absence returns, the temporary employee, regardless of seniority, will be cutback.

- S. **Work Group** – For formerly non-incentive employees, the term "work group" as used in this article means superintendent's jurisdiction. A list showing the superintendent's jurisdiction will be furnished to the Union.

- T. **Formerly Incentive and Formerly Non-Incentive Jobs** – For the purpose of this article, formerly incentive jobs are jobs where the work was measured and standards applied. All other jobs were formerly non-incentive jobs.

**Section 2 – Probationary Information**

- A. **Probationary Period** – the probationary period of any new employee shall be sixty (60) calendar days from the beginning of employment. An employee, (except a temporary employee as defined in Article III, Section 3), who terminated prior to the completion of their probationary period and is re-employed within

two (2) years, will have their prior probationary time (completed) credited to their new probationary period. An employee who is re-employed after two (2) years will start a new probationary period.

- B. **Termination of Probationary Employees** – all probationary employees are subject to discharge or termination by the Company at any time during the probationary period without recourse to the Grievance or Discharge provisions of this Agreement.
- C. **Layoff During Probationary Period** – After completion of their probationary period an employee's last date of hire shall be their seniority date. An employee who is laid off prior to the completion of their probationary period, if recalled within two (2) years, shall have the prior probationary time completed credited to the employee's last date of hire for seniority purposes. Probationary employees who are absent for verified medical reasons may have the period of such absence added to their probationary period.

### **Section 3 – Promotions and Testing**

In evaluating ability and qualifications of an employee all of their related work experience, training, education and work record will be taken into consideration. The Company agrees that if a formal test either written or practical, is to be given the applicants, the Union Seniority Specialist will be so advised and the same or equal test shall be given all applicants tested for a particular job. The applicant will be required to pass tests applicable to the work to be performed or the employee may be placed on the eligibility list at the recommendation of the training department or supervision.

In connection with the above, the Company agrees to do the following:

1. Copies of all written tests as well as a written description of all practical tests now being used or used in the future will be kept on file in a centralized location. Before the use of a written test, its passing mark will be established.
2. Notify the Union Seniority Specialist of new tests or when an existing test is changed. Such notification shall be in writing and given to the employee at least forty-eight (48) hours prior to the use of such tests.
3. Copies of the written test answers will be retained for one (1) year. Scoring results of all written and practical tests given will be kept on file until the employee terminates.
4. Make the material listed in Items 1 and 3 above available for review, upon request to the Union Seniority Specialist, Union Training Specialist and/or Union President and/or Union Business Manager.

Tests will only be used to test the qualifications of the applicants to perform the duties and responsibilities of the job in question. If it is determined that no fully qualified applicant is available and extensive training will be required, the applicant's ability to learn may also be tested.

As a result of testing, if other than the most senior employee is selected and a complaint or grievance is entered, the pertinent information concerning the test(s) and the evaluation of the results will be reviewed with the employee and Union.

If an employee fails a test required for the job and is not placed on the eligibility lists, the employee will not be permitted to bid a job covered by the same test again for six (6) months unless the employee demonstrates to the Company the employee has taken additional training or acquired additional related experience.

No employees will be tested for any job code in an occupational grouping when the employee has held an equal or higher job in that occupational grouping. In addition, employees will not be tested for other job codes requiring the same test.

#### **Section 4 – Seniority Rights**

- A. **Ten Year Rights** – for one time pre-bid to a different occupational grouping an employee with at least ten (10) years seniority will be permitted, one time, to be considered as a pre-bidder within a different occupational grouping, without having to meet the years of experience stated in the minimum standards, excluding all skilled trades jobs. Any employee using this provision may submit an off-job card to return to their original occupational grouping. An employee with at least ten (10) years seniority will be permitted one time to exercise ten (10) year rights after November 6, 2006.
- B. **Ten Year Rights** – to bump when downgraded two (2) or more labor grades an employee with ten (10) or more years seniority (except a disqualified employee) who is bumped or cut back and lacks seniority to bump within their normal seniority rights without being downgraded two (2) or more labor grades may request to bump into a job code (excluding skilled trade(s) job codes) without having to meet the years of experience stated in the minimum standards at least one (1) grade lower than the employee left from by first filling a requisition and then bumping the least senior employee in any occupational grouping. The employee must meet normal production standards within five (5) normal work days. If not, the employee will exercise their normal bumping privileges unless the employee has clearly shown to the satisfaction of the Company that the employee can perform the duties of a lower job grade in the same occupational grouping.
- C. **Seniority Protection Employees with Ten Years** – an employee with ten (10) or more years of seniority being laid off due to their seniority, may step forth and bump the junior employee in a 1506, 1606, 2206, 2806, 5106, 7206 or 9106 job code or any grade 7, 8, or 9 job code, within the employee's seniority unit first, and then site-wide, providing the employee meets testing requirements.

An employee exercising rights under this provision will be required to (1) notify the seniority office prior to layoff, and (2) select the job code the employee is claiming within one (1) normal work week. The Company will reinstate such an employee within two (2) normal work weeks.

- D. **Special Rights for Non-Occupational Illness or Injury for Employees with at least Two Years Seniority** – an employee, due to a verified (doctor certification required) non-occupational injury or illness covered by a permanent medical limitation, who is unable to perform the duties of their regular job classification or in case such job classification no longer exists, may exercise their seniority for another job classification in a job code equal or lower to the one presently assigned by first filling an open requisition or then bumping the low person in the job code and shift. The employee will be paid the rate of the job to which the employee is assigned.

An employee who cannot remain in any job to which their seniority entitles them due to certified non-occupational injury or illness, may be placed on any open requisition for a job the employee can perform equal to or lower than the one to which the employee is currently assigned. This assignment will be made by mutual consent between the Company and the Union and without regard to the bidding procedures. The employee will be paid the rate of the job to which the employee is assigned.

When an employee's limitation is lifted, the employee will be returned to the occupational grouping and shift held at the time the employee exercised these rights. This transfer will take place within four (4) weeks.

- E. **Compensable (Occupational) Rights for Employees with at least Two Years Seniority** – An employee with a compensable injury or illness caused while in the Company's employ who is unable to perform their job duties due to a permanent limitation, shall be entitled to first, fill an open requisition or then bump a junior employee in the same or lower grade the employee held at the time of injury or illness. The employee will fill the highest grade job the limitation allows and retain the wage rate of the job injured on as long as seniority permits. The employee must be able to perform the duties of the job or be qualified and/or trained within a maximum of four (4) weeks.

If necessary, due to the additional person, the group will be reduced by the junior employee assigned to the same job code, work group and shift.

When the employee's limitation is lifted, the employee will return to the highest job code within the occupational grouping and shift held at the time the employee exercised compensable rights. This move will take place within four (4) weeks.

- F. **Awards while on Compensable Leave for Employees with at least Two Years Seniority** – An employee returning from a compensable leave of absence of less than six (6) months may claim within sixty (60) days of their return any job the employee would have received under the pre-bid system had the employee been working. If the claim is upheld, the Company will not arbitrarily delay movement to the claimed job more than four (4) weeks. If, as a result of such claim, the new job code, work group and shift are overstaffed, it will be reduced by the junior employee.
- G. When exercising compensable rights, an employee will not bump or be assigned to a higher grade job than their seniority would take the employee to under normal bumping procedures.
- H. Non-compensable, compensable, and ten (10) year rights will be exercised in the employee's assigned unit first, then site-wide.

**Section 5 – Filling a Job Vacancy** – The following procedures apply to filling requisition(s) for vacancies within the bargaining unit:

- A. When the Company determines a vacancy is to be filled, it will be filled by the most senior employee on the active payroll (employees on leave of absence are not considered) who meets minimum standards in the following order of selection:
1. Employees who were cut back or bumped from the same job code, work group and shift within the last thirty (30) normal working days who have a pre-bid or off-job card on file and who would have remained on the same job, work group and shift through any reduction in the work force within the same thirty (30) day period.
  2.     Senior employee among the following:
    - (a) pre-bidder in occupational grouping.
    - (b) cut back or bumped employee at the time of the letter with seniority rights in the seniority unit.
    - (c) off-job employee.

(d) cut back or bumped employee outside seniority unit with seniority rights if more senior than (a), (b) or (c) above up to grade 5.

3. Pre-bidder outside occupational grouping.
4. Employee on layoff with seniority rights.
5. New hires. (The Company will recheck the pre-bid file every ten (10) days for as long as the requisition is open.)

If vacancies in the General Occupational Grouping as defined in Section 1(E) are not filled under Item 1, then the senior employee of Items 2 and 3 will fill the job vacancy except for the 9410 job as defined in Section 5(H) of this article.

- B. No employee will be awarded a job if the employee has medical limitations which prevent the employee from performing the job unless the limitation will definitely be removed within ten (10) normal work days of the date the employee is required on the awarded job.
- C. Where there are no pre-bidders for a job vacancy, the job will be posted for three (3) normal work days. Vacancies for jobs in labor grades 9-10 will be permanently posted.

Awards will be made to the posted jobs within six (6) normal work days from the last day in which bids are accepted from the posting except in unusual cases involving labor grades 1, 2, 3 and 4, where interviewing and/or testing is required. In these cases, jobs will be awarded within twenty (20) normal days.

New employees will not be hired if they require training when there are employees in the bargaining unit who have requested the job (by pre-bid) and require a comparative amount of training in order to qualify for the job.

- D. An employee awarded a job in a higher labor grade will receive the pay for the higher labor grade starting with the date required on the job.
- E. Job award restrictions – an employee who is transferred (and meets normal production standards) as a result of a pre-bid shall not be awarded another job in the same or lower labor grade as the result of a pre-bid per the following schedule:
  1. Negotiated A, B, C, and grades 1, 2, 3 – 10 months.
  2. Negotiated D, E, and grades 4, 5 – 10 months.
  3. Negotiated G and grade 6 – 10 months.
  4. Grade 7 and below – 6 months.

Unless the employee:

- a. has received a temporary award.
- b. is displaced during the restriction period due to a reduction in force or disqualification.
- c. is going from formerly non-incentive to formerly incentive within the employee's own occupational grouping.
- d. is being recalled from off-job.

The same restrictions as outlined above for job awards apply to newly hired employees, except that effective with the date of this agreement newly hired employees cannot prebid for jobs outside their seniority unit until they have completed at least twelve (12) months of service after their sixty (60) day probationary period. An employee with at least (3) years seniority who meets minimum standards may claim an unfilled requisition in employment if the job vacancy is to a higher grade or another shift. In such cases, the employee will be restricted from job awards in accordance with the schedule above.

- F. An employee who is awarded a job through pre-bid or off-job shall be considered as having accepted such award and will be moved to the job in question. No additional awards will be made until three (3) days after the employee receives their pre-bid listing without contacting the employee first.
- G. An employee who has filed a pre-bid will receive a listing of their bids when the employee receives a job award, recall from off-job, recall from layoff, bump notice or the employee may request the listing at any time.
- H. **Bumping Procedure:** When it is determined that a reduction in force is necessary the employee(s) with the least seniority in the same job code, work group and shift will be cut back.

When a cutback is initiated all open requisitions on the same shift in the same work group and job code will be cancelled.

An employee being cutback or bumped will exhaust their seniority rights within the employee's seniority unit. The employee shall exercise their rights within their occupational grouping equal or lower first, then to the highest job code within the grouping. When the employee exhausts all seniority rights within their occupational grouping, the employee will bump the highest grade job possible in their unit in accordance with their seniority rights and bumping option card prior to entering the General Occupational Grouping. A cutback or bumped employee will be moved within their shift, seniority permitting, and then in accordance to their bumping option card.

An employee who is cutback or bumped and has successfully held a 2702 or 2703 job code will have rights to lower rated jobs in the 1600, 1700 and 3600 occupational groupings.

If the employee is unable to remain in their seniority unit the employee will exercise seniority rights site-wide for jobs in grade 5 and lower rated jobs.

An open requisition which cannot be filled by 5(A)(1), 5(A)(2), or 5(A)(3) and is in employment for hire can be filled by an employee with seniority rights prior to being placed on layoff.

In administering the provisions of paragraphs 204 and 205 the Company will first consider an employee who holds a red circle to be moved to a formerly incentive position first within the employee's unit and then site-wide up to grade 5 until the employee must crossover to a formerly non-incentive position to hold the highest grade possible.

An employee cutback or bumped will fill an open requisition in accordance with Section 5(A).

In cutback or bump situations, an employee is to be given notice on or before the third working day prior to the effective dates of the cutback or bump.

No employee will be automatically bumped into the janitorial job code (9410). However, any employee who is being laid off may within the three (3) day notification period claim a job in accordance with their



seniority in this group. The Company will reinstate any employee exercising this option within two (2) calendar weeks after the effective date of this layoff.

- I. **Bumping Options** – All employees are to complete and submit to the seniority office a bumping option card directing the seniority administration group to:
  1. Maintain their present shift as their seniority permits regardless of labor grade (see Option A on the bumping card).
  2. Maintain their highest job code in accordance with their seniority rights regardless of shift (see Option B on the bumping option card). Employees may change their options as their circumstances change, however, the option in effect one (1) work day prior to the start of writing the cutback letter will govern movement on the reduction letter. If an employee does not have an option card on file, the employee will be bumped in accordance with Option B.

#### **Section 6 – Posting**

- A. **Posting New Jobs** – When a new job, shift or work group is created or a job code or work group is reactivated and a requisition exists, the Company will post on the bid boards pertinent data with respect to the vacant job and employees may submit pre-bids during the three (3) day posting period.

Awards will be made and posted within six (6) normal work days after closing of bids except in unusual cases involving labor grades 1, 2, 3 and 4 which will be awarded within twenty (20) normal work days. Challenges to awards from the bid board must be made within ten (10) normal work days after the posting of job awards. Otherwise, the awards will stand.
- B. **Future Openings** – Pertinent data on future openings for new jobs or work groups for which no requisition exists, will be posted for three (3) work days. Employees may submit pre-bids during this three (3) day posting period and up to one (1) day prior to the date any requisition is subsequently stamped. Future openings posted under Section 6(B) will supersede the provisions of Section 6(A).
- C. **Posted Awards (All other Awards)** – Awards made as a result of pre-bid will be posted on the designated bulletin boards within twenty (20) normal work days.

Employees may challenge job awards up to one (1) year from the date of the award. Where an error is found, the employee will be moved to the job with any retroactivity limited to a maximum of six (6) months. No challenges may be made after one (1) year from the date of award.

#### **Section 7 – Qualifications/Disqualifications**

- A. **Qualifications**
  1. **Job Awards** – Except where the nature of the job requires that longer training times are necessary, an employee transferred as a result of a pre-bid will be required to meet normal production standards of the job within three (3) normal work days after occupying the job.
  2. **Bumps** – A displaced employee shall be required to meet normal production standards on any job to which the employee moves within three (3) working days except when the nature of the job requires longer time.
- B. **Disqualifications** – Copies of disqualification letters will be given to the employee and Union steward at interest.

1. **Job Awards** – An employee who receives a job award and fails to meet normal production requirements will be disqualified and will be transferred to their previously held job code and shift, first by filling an open requisition and then by exercising bumping rights.

If an employee cannot be permanently assigned, the following procedure will apply until such assignment is made:

- (a) the employee may be utilized within their assigned job,
- (b) if the disqualified employee cannot be productively utilized in their job, the employee may be temporarily transferred to another job within the seniority unit.

2. **Bumps** – A cutback or bumped employee who is disqualified will automatically lose a labor grade by first filling an open requisition, then by bumping a junior employee in:

- (a) \_\_\_\_\_ the current occupational grouping at least one (1) grade lower than the job from which the employee was disqualified.
- (b) \_\_\_\_\_ a previously held occupational grouping at least one (1) grade lower than the job from which the employee was disqualified.
- (c) \_\_\_\_\_ in the General Occupational Grouping.

These transactions will occur within their assigned seniority unit first and in accordance with their bumping option cards.

3. **Disqualification after Qualifying** – Employees disqualified after qualifying will be handled the same as a disqualification on a bump (Section 7(B)(2)).

**Section 8 – Challenges, Retroactivity Bump, Recalls, etc.** – A review of the records of all employees will be made with the Union Seniority Specialist or if absent, the Business Manager or President, after each recall or cutback letter. An employee or the Union may challenge a bump or recall up to twelve (12) months and retroactivity will be paid up to a maximum of three (3) months. Such payment will include difference in grade, Improshare bonus, red circle, COLA, less any earnings or unemployment compensation the employee received. As in the past, no overtime or second shift premium will be included in such payment. Adjustments will be submitted for payment when the employee qualified on the job in question.

#### **Section 9 – Layoff/Recall**

##### **A. Layoffs**

1. **Layoff Notice** – In case of a layoff, except temporary layoff, an employee is to be given notice on or before the third working day prior to the day of layoff. Failure by the Company to provide notice will entitle the employee to M-time for each day, not to exceed three (3) days.

Employees being laid off may be assigned at the discretion of the Company to open requisitions in the Employment office for which they do not have seniority rights. Such assignments will be made based on the Company's review of the employee's qualifications for the work in question. An employee who does not qualify on the assigned job will not be penalized.

2. **Voluntary Layoff** – An employee who is bumped or cut back shall have the right to take a voluntary layoff instead of exercising their bumping privileges, and shall be returned to the job code and shift

from which the employee was laid off in accordance with their seniority as soon as an opening becomes available.

When it is determined that a reduction in force is necessary, affected employees in the job code(s) and work group(s) who are performing the same work will be offered the option to take a voluntary layoff in seniority order. If enough volunteers are not obtained, then the option to take a voluntary layoff will be offered to other employees within the seniority unit, on the same shift, provided there are adequate qualified employees remaining to meet operational requirements without invoking the seniority provisions of this Agreement. Supervision may deny a voluntary layoff request based on skills needed to continue operations.

Volunteers must be willing to remain on layoff for a minimum of twelve (12) calendar weeks and are subject to recall as needed for full-time assignments. Recalls will be in reverse order of seniority, except that employees who have notified the Company seniority office of their desire to be recalled, will be recalled in accordance with their seniority. Employees on voluntary layoff are subject to the recall provisions concerning notification and reporting to work contained in Section 9(B) of this Article. Employees on voluntary layoff will be called for any temporary assignments in seniority order, but refusing a temporary assignment will not impact the employees layoff status.

Employees who wish to return to work anytime after twelve (12) calendar weeks of voluntary layoff must notify the Company seniority office and will be returned within two (2) calendar weeks to their prior job, work group and shift, in accordance with their seniority.

3. **Temporary Layoffs** – When it is necessary, as determined by the Company, to temporarily reduce or temporarily shut down any building operation, or portion thereof, employees affected may be given a temporary layoff without invoking the seniority provisions of this agreement. In such event the senior employee(s) within departments or groups affected who are performing the same work (job code) and where skills are equal will be offered the option to remain at work or be temporarily laid off.

Any employee, temporarily laid off in excess of thirty (30) consecutive calendar days in any individual contract year, may request to exercise their seniority bumping rights to another job and will be returned to work within seven (7) calendar days from the date of request in accordance with Section 5(H).

The following provisions cover payment for employees affected by a temporary operational shutdown (“M” time):

- (a) When an individual employee completes a total of sixty (60) hours of temporary operational shutdown time in a twelve (12) month period, the Company will compensate the individual employee by a payment of twenty (20) hours at one hundred percent (100%) of their existing wage rate and their hours of temporary layoff time will be adjusted to forty (40) hours.
- (b) When an employee is temporarily laid off due to an operational shutdown caused by strikes at other companies such as vendors, truckers, etc., or due to the employee’s disqualifications, the employee will not be covered by (a) above.

- B. **Recalls** – Employees on layoff or displaced due to a reduction in force will be recalled in accordance with their seniority into particular occupational groupings which they have occupied or vacancies in the General Occupational Grouping as follows:

1. **Recall from layoff** – Employees will be notified of recall from layoff by telephone or certified letter sent to the last known address as it appears on the Company’s records. When notified by phone, they are required to advise the Company of their decision to return to work within twenty-four (24) hours after being advised of the recall. Where employees are sent written notices of the recall, they are required to notify the Company of their decision concerning recall within four (4) calendar days from the date the recall is post marked. The initial first shift job will be offered to the most senior person being recalled.

Each employee is responsible for notifying the Company of current address and telephone number. Notification should be provided to the Human Resources office at Carrier Corp., TR-20, Carrier Parkway, P.O. Box ~~48054808~~, Syracuse, NY 13221 (432-~~79743912~~).

2. Failure by an employee to notify the Company of their decision to return to work within the time limits specified above will be deemed a quit.
3. The employee who accepts recall must report to work within one (1) week following acceptance of the recall unless they are not required until a later date. An exception will be made to the one (1) week limitation where an employee is working and is required to give their employer two (2) weeks notice. Failure of an employee to report as specified above will be deemed a quit.
4. An employee may refuse recall if such recall is to a shift different than the employee last worked providing the employee can prove such shift change is a hardship.
5. Employees on voluntary layoff will be recalled in accordance with their seniority and voluntary layoff form. Failure to accept recall under these conditions will be deemed a quit.
6. **Recall from off-job** – Employees will be recalled from off-job in accordance with Section 5(A) and their recall option cards. Employees may change their options as their circumstances change; however, the option in effect one (1) work day prior to the recall will govern the recall. Any jobs awarded from the off-job card deletes the off-job card, a new off-job card must be submitted for any other job codes to be left on file.

#### Section 10 – Additional Information

- A. **Job Code** – Work Group Combinations – When the Company combines job codes or work groups or transfers job codes to a different work group and additional employees are required, the most senior employee(s) affected will go with the work. Where job codes or work groups are split, assignments will be made in seniority order. The Company shall notify the Union Business Manager prior to making the changes.
- B. **Preferential Seniority** – Union Representatives – for work force reductions and recalls preferential job code, work group and shift seniority shall apply to chief stewards, maintenance chief stewards, the Union President, Vice President, and Recording Secretary.

Preferential Seniority to be at work on their shift shall apply to Union Specialists and Alternate Stewards with five (5) years or more seniority will be covered by the preferential seniority provision for building or seniority unit and shift.

The intent of this provision is to provide continuity in the Union for those representatives involved in the administration of the Labor Agreement.

Employees covered by this provision will not be temporarily transferred from their work group without their consent.

- C. If an employee is displaced as a result of the complete shutdown of an entire seniority unit (e.g., ~~TR-1, TR-3, CTD, RCD, Maintenance, etc.~~ PPG and FMS) the employee shall be entitled to bump to the highest grade job the employee can hold by exercising their seniority rights site-wide in accordance with Section 5(H).

#### ARTICLE XXIII – LEAVES OF ABSENCE

##### Section 1.

- A. In case of verified illness or injury (occupational or non-occupational) making it necessary for an employee to be temporarily absent from work, a leave of absence will be granted to an employee, who has completed their probationary period, for a period of twenty-four (24) months or the employee's seniority, whichever is less.

All employees with over two (2) years seniority, who are on a compensable leave of absence for twenty-four (24) months, may have their leave extended for up to an additional twelve (12) months, where there is a reasonable expectation that the employee will be able to return to work within this additional twelve (12) month period.

- B. A leave of absence for personal reasons not to exceed thirty (30) days will not unreasonably be denied an employee with at least six (6) months continuous service. Such leaves will be extended by the Company for unusual circumstances. Applications for temporary time off not to exceed two (2) weeks for reasons other than sickness or accident will not unreasonably be denied by the employee's supervisor. This action may be taken without a formal leave of absence, but if granted, shall be in writing.
- C. An employee who has been selected as an officer or representative of the International Union, or a full time officer of the Local Union, or a delegate to the International Convention, upon written application being made to the Company, shall be granted a leave of absence for the time required thereby which shall be specified in the application and it shall not be in excess of one (1) year in the case of officers and representatives and not in excess of four (4) weeks in the case of delegates. A maximum of five (5) employees will be granted leaves of absence as delegates to attend International, National or State Conventions.

In the case of officers or representatives of the International Union or full time officer(s) of the Local Union, the leave of absence will be renewed automatically for successive one (1) year periods or less to allow serving the full term(s) of an elective or appointive office.

- D. With respect to a leave of absence for any other Union business authorized by the Local Union, the Union shall request such leaves in writing and the Company shall not refuse same unreasonably.

**Section 2.** All applications for leave of absence shall be made to the employee's immediate supervisor and, if granted, shall be in writing.

**Section 3.** An employee who returns from a leave of absence shall return to the job code, work group and shift held prior to the leave if such job exists and the employee is able to perform their regular duties. If during this period the job is changed through job evaluation, the employee on leave will still return to the job code the employee left, seniority permitting. In the case of an upgrade, the employee will be returned to the higher

classification and in the case of a downgrade, the employee will return to the job code with a personalized rate.

**Section 4.** An employee returning from a leave of absence or layoff who is unable to perform the duties of their regular job classification (job code) or where such job classification no longer exists, may exercise seniority to bump into other job classifications in accordance with the provisions of Article XXII, Seniority, of this Agreement.

**Section 5.** Upon return from layoff or leave of absence an employee may, at the time of such return, be re-examined by the Company's authorized physician to determine physical fitness under the following conditions:

- A. An employee has been on layoff for at least ninety (90) days or personal leave of absence for at least sixty (60) days.
- B. An employee has been on layoff or personal leave of absence and suffered an illness or injury while absent from work.
- C. An employee has been absent due to illness or injury.

The employee shall not be refused employment in accordance with Sections 3 and 4 above due to any formerly existing impairments unless they are found to seriously jeopardize their health or safety or the health or safety of other employees. Upon such re-examinations, consideration shall be given to any findings or recommendation of the personal physician of the employee. Upon written request by the employee the Company's authorized physician shall furnish the employee and if so specified the Union (President or Business Manager) with a copy of this report.

#### ARTICLE XXIV – VACATIONS

**Section 1.** ~~The Company will announce the time of the annual vacation and inventory shutdown period no later than March 31 of each year. The vacation year shall be January 1 – December 31<sup>st</sup> and the length of each employee's vacation will be based on the amount of seniority as of December 31<sup>st</sup>.~~

~~The vacation year shall be from September 16 of one year through September 15 of the next year.~~

**Section 2.** Except as otherwise provided herein, an employee must be on the active and current payroll at the time of vacation to be eligible for vacation pay. ~~The length of each employee's vacation will be based on the amount of seniority as of September 15 of the vacation year.~~ The length of the employee's vacation and the amount of vacation pay shall be in accordance with the following schedule:

Seniority	* Pay Allowance	Length of Vacation
6 months but less than 12 months	1% or 20 times wage rate	1 week
12 months but less than 18 months	2% or 40 times wage rate	1 week
18 months but less than 24 months	3% or 60 times wage rate	1 week

2 years but less than 10 years	4% or 80 times wage rate	2 weeks
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<b>Seniority</b>	<b>* Pay Allowance</b>	<b>Length of Vacation</b>
10 years but less than 16 years	6% or 120 times wage rate	3 weeks
** 16 years but less than 17 years	6.4% or 128 times wage rate	3 weeks plus 1 day
** 17 years but less than 18 years	6.8% or 136 times wage rate	3 weeks plus 2 days
** 18 years but less than 19 years	7.2% or 144 times wage rate	3 weeks plus 3 days
** 19 years but less than 20 years	7.6% or 152 times wage rate	3 weeks plus 4 days
20 years but less than 25 years	8% or 160 times wage rate	4 weeks
25 years and over	10% or 200 times wage rate	5 weeks

\* With respect to pay allowance, the employee will receive either the percentage of annual earnings or the multiple of their wage rate as indicated above, whichever is the higher, unless the employee worked less than six (6) months in the vacation year. In such case, the employee will be paid any entitled vacation pay based on the percentage of annual earnings.

\*\* Employees will be granted additional days in excess of three (3) weeks for their vacation period if production schedules permit.

**Section 3.** The employees vacation pay will be a percentage of W-2 gross earnings for the year preceding the year in which the vacation is given.

**Section 4.** An employee who is entitled to one (1) week of vacation who does not have twelve (12) months seniority as of December 31 will have their vacation pay figured on their gross straight time earnings for the months of their seniority as of December 31 expanded to an equivalent annual amount.

**Section 5.** The normal period for the scheduling of individual vacations will be July 1 to September 15. Vacations will be scheduled as far in advance as practicable, but not less than four (4) weeks. Senior employees will have date choice with no more than five (5) employees off from one department at any one time unless waived by the Company. A scheduled vacation will not be changed less than four (4) weeks in advance unless by mutual agreement between the Company and the employee(s) involved.

Exceptions may be necessary in certain departments, such as Maintenance and Service, or because of special conditions. In such cases, for the convenience of the employee, vacations will be scheduled as far in advance

as practicable, but not less than four (4) weeks. A scheduled vacation will not be changed less than four (4) weeks in advance unless by mutual agreement between the Company and the employee(s) involved.

**Section 6.** It is intended to schedule as many vacations as possible during the vacation and inventory shutdown period which will normally be a three (3) week period commencing in late July or early August. Where practicable, in accordance with the Company's production schedules, the Company will schedule the shutdown beginning the last full week in July.

**Section 7.** Employees normally working in the area where an inventory is to be taken, who are familiar with the parts and inventory work to be done, and maintenance employees may be required to work during the shutdown period and the Company will give them at least four (4) weeks advance notice. Such employees shall have their vacations scheduled before or after the shutdown period with at least four (4) weeks advance notice. Employees working hereunder on inventory will not be moved from their regular working area unless they voluntarily agree to such move.

Any additional work assignments available will be filled by qualified employees as follows:

A. First by utilizing employees who volunteer for this available work.

B. If there are not sufficient volunteers, additional work assignments available will be filled by qualified employees beginning with the least senior available qualified employee and going up the seniority list until a sufficient number of employees are assigned to meet the inventory and/or maintenance staffing requirements. It is understood that the four (4) week vacation scheduling restriction specified above will be waived in the event of a layoff to permit the Company to assign additional people equal to the number of assigned people laid off prior to the inventory period.

C. All employees called into work under this Section, including the incumbents in the affected job codes and departments, shall be paid the starting step wage rate of labor grade five (5) or their regular wage rate whichever is higher.

**Section 8.** Any vacation due employees which is not scheduled during the annual shutdown period will be given at some other time during the normal vacation period in accordance with the employee's request so far as practicable. Senior employees will have first preference to date choice.

**Section 9.** Employees may request that their vacations be scheduled at times other than the regular vacation period of July 1 to September 15 and such vacations will be scheduled where practicable as determined by the Company in accordance with their seniority.

**Section-Section 610.** An employee who has six (6) months seniority and has not had vacation and who is laid off for an indefinite period on or after ~~March 15-June 15~~ of the vacation year will receive vacation pay to which their seniority as ~~of September 15~~ of the vacation year entitles the employee. An employee, laid off prior to ~~March 15-June 15~~ of the vacation year who returns to work prior to ~~September 15-December 31~~ of the vacation year, shall receive their vacation pay in full.

**Section 711.** An employee who has six (6) months seniority and has not had vacation who terminates their employment on or after June 1, will receive the vacation pay to which their seniority ~~as of September 15~~ of the current year entitles the employee.



**Section 812.** A reinstated veteran returning from long-term military service must be on the active payroll ~~before September 15~~ to be eligible for a vacation in the current vacation year unless the employee had already received vacation pay for that vacation year.

**Section 913.** An employee who has retired will receive vacation pay as follows at the time of retirement.

<b>Retirement Dates</b>	<b>Vacation Pay</b>
<del>December 1 through February 29</del>	<del>One-half of full vacation pay</del>
<del>January 1 through February 29</del>	<del>One-half of full vacation pay</del>
March 1 through May 31	Three-fourths of full vacation pay
On or after June 1	Full vacation pay

**Section 1014.** An employee who is eligible for vacation who is granted a leave of absence for illness or military service starting after January 1 will receive vacation pay to which their seniority as of ~~September 15-December 31~~ entitles the employee during the first year of such leave. Such payment will be made on or about August 1.

**Section 1115.** An employee who is eligible for a vacation who has been on leave of absence for reason other than illness or military service must be back on the job for a period of time equal to the length of the leave before a vacation is granted, unless such leave of absence started after ~~June 1-September 1~~ of the current year. ~~This requirement must be met by September 15 of the current year.~~

An employee who has been granted a leave of absence to serve as a full-time officer of the Local Union for a year or more will not be subject to this Section. The Company agrees that for such an employee it will adopt the same vacation provisions as contained in this Agreement and the vacation pay of the employee for the year in which the employee returns will be pro-rated based on the time worked in the vacation year.

**Section 1216.** All employees shall have the option of receiving their vacation pay in its full amount, or in weekly increments as they take their vacations. Employees will receive their vacation pay on the last scheduled pay day prior to the start of their vacation.

**Section 1317.** An employee who dies on or after January 1, who has not received vacation, will have their entitled vacation pay ~~as of September 15~~ paid to the surviving spouse or legal representative.

#### **ARTICLE XXV – HOLIDAYS**

**Section 1.** For the purpose of this Agreement, the following days shall be considered holidays: Thanksgiving, Day after Thanksgiving, Christmas, New Years, Good Friday, Memorial Day, Independence Day and Labor Day. In addition, there are four (4) floating holidays in each of the three (3) years of the Agreement. All holidays will be observed as outlined below:

#### **CONTRACT YEAR ~~2012/2013~~2009/2010 (12 HOLIDAYS)**

<del>Thursday</del>	<del>November 22, 2012</del>	<del>Thanksgiving</del>
<del>Friday</del>	<del>November 23, 2012</del>	<del>Day After Thanksgiving</del>
<del>Tuesday</del>	<del>December 25, 2012</del>	<del>Christmas</del>

[Wednesday](#) [December 26, 2012](#) [Floating Holiday](#)  
[Thursday](#) [December 27, 2012](#) [Floating Holiday](#)  
[Friday](#) [December 28, 2012](#) [Floating Holiday](#)  
[Monday](#) [December 31, 2012](#) [Floating Holiday](#)  
[Tuesday](#) [January 1, 2013](#) [New Years Day](#)  
[Friday](#) [March 29, 2013](#) [Good Friday](#)  
[Monday](#) [May 27, 2013](#) [Memorial Day](#)  
[Thursday](#) [July 4, 2013](#) [Independence Day](#)  
[Monday](#) [September 2, 2013](#) [Labor Day](#)

**CONTRACT YEAR ~~2013/2014~~~~2010/2011~~ (12 HOLIDAYS)**

[Thursday](#) [November 28, 2013](#) [Thanksgiving](#)  
[Friday](#) [November 29, 2013](#) [Day After Thanksgiving](#)  
[Wednesday](#) [December 25, 2013](#) [Christmas](#)  
[Thursday](#) [December 26, 2013](#) [Floating Holiday](#)  
[Friday](#) [December 27, 2013](#) [Floating Holiday](#)  
[Monday](#) [December 30, 2013](#) [Floating Holiday](#)  
[Tuesday](#) [December 31, 2013](#) [Floating Holiday](#)  
[Wednesday](#) [January 1, 2014](#) [New Years Day](#)  
[Friday](#) [April 18, 2014](#) [Good Friday](#)  
[Monday](#) [May 26, 2014](#) [Memorial Day](#)  
[Friday](#) [July 4, 2014](#) [Independence Day](#)  
[Monday](#) [September 1, 2014](#) [Labor Day](#)

**CONTRACT YEAR ~~2014/2015~~~~2014/2015~~ (12 HOLIDAYS)**

[Thursday](#) [November 27, 2014](#) [Thanksgiving](#)  
[Friday](#) [November 28, 2014](#) [Day After Thanksgiving](#)  
[Thursday](#) [December 25, 2014](#) [Christmas](#)  
[Friday](#) [December 26, 2014](#) [Floating Holiday](#)  
[Monday](#) [December 29, 2014](#) [Floating Holiday](#)  
[Tuesday](#) [December 30, 2014](#) [Floating Holiday](#)  
[Wednesday](#) [December 31, 2014](#) [Floating Holiday](#)  
[Thursday](#) [January 1, 2015](#) [New Years Day](#)  
[Friday](#) [April 3, 2015](#) [Good Friday](#)  
[Monday](#) [May 25, 2015](#) [Memorial Day](#)  
[Friday](#) [July 3, 2015](#) [Independence Day](#)  
[Monday](#) [September 7, 2015](#) [Labor Day](#)

**Section 2.** Holiday pay and eligibility therefore shall be in accordance with the following conditions:

- A. An employee shall receive eight (8) hours pay at wage rate for such holidays, even though no work is required and regardless of the day of the week on which the holiday falls. To receive holiday pay an employee must be on the active and current payroll when the holiday occurs except as modified by Subsection C below.

- B. To be eligible for holiday pay, an employee shall have worked all of their scheduled hours on the last regularly scheduled work day before and the first regularly scheduled work day after the holiday, unless failure to do so is due to justifiable cause or the absence is excused in advance by the Company. In the case of an employee claiming illness as a justifiable cause above, when such employee has been repeatedly absent on their last scheduled work day before or their first scheduled work day after a holiday, the employee shall, when requested, present proof to the Company of such illness to substantiate their claim of justifiable cause. This shall not apply to occupational illness or injury compensable under the New York State Disability Benefits law.
- C. An employee absent due to illness, injury or layoff starting not earlier than the calendar week prior to the week in which the holiday falls or starting the leave or layoff on the employee's first regularly scheduled work day after the holiday, shall receive holiday pay.
- D. An employee who works on a paid holiday shall receive twice their average hourly rate for hours worked in addition to holiday pay.
- E. When a holiday occurs during an employee's vacation, the employee shall receive pay for the holiday in addition to their vacation pay. Upon agreement with the employee's supervisor, the employee may choose to have the additional day(s) added to either end of the scheduled vacation.
- F. If an employee who would otherwise have earned holiday pay dies, the holiday pay shall be paid to their surviving spouse or legal representative.

**Section 3.** When a holiday falls on a Saturday, it shall be observed on the preceding Friday and when it falls on Sunday it shall be observed on the following Monday unless otherwise specified in the holiday observance schedule in Section 1.

**Section 4.** The Company shall change the hours, the day before a holiday in such a manner, so each shift will receive the same number of hours of work and the same amount of time off for the holiday.

#### ARTICLE XXVI – GROUP INSURANCE

**Section 1.** The Medical Plan as it applies to employees described in Article II of this Agreement will be outlined in a booklet titled "Medical Benefits for Hourly Employees Represented by Local Union 58 Sheet Metal Workers' International Association."

**Section 2.** Carrier will make available to the employees described in Article II of this Agreement a medical plan. During the specified open enrollment period(s), an employee may choose among ~~three Build Your Own medical options or two a Build Your Own (BYO) plan or a High Deductible Health Plans (HDHP) through United Healthcare or through Anthem or MVP (HMO) or a qualified health maintenance organization (HMO)~~ pursuant to the ~~Letter~~ letter of ~~Understanding~~ Understanding entitled "HMO Offering". Employees may also ~~elect to~~ decline coverage under a medical plan during the annual enrollment period.

Current weekly contributions for medical coverage will be unchanged through December ~~2012 31, 2009~~ and then change as follows:

Effective first pay period in 2013

Medical Option	Employee	Emp+ Spouse	Emp + Child(ren)	Emp + Family
BYO 1	\$23.50	\$58.70	\$45.50	\$80.80
BYO 2	\$17.30	\$44.10	\$34.30	\$61.10
BYO 3	\$11.40	\$29.40	\$22.80	\$40.50
HDHP 1	\$6.80	\$18.50	\$14.00	\$31.20
HDHP 2	\$ -	\$5.90	\$4.50	\$10.40

Rx Option	Employee	Emp + Spouse	Emp + Child(ren)	Emp + Family
1	\$4.80	\$10.90	\$8.80	\$15.10
2	\$ -	\$3.50	\$2.40	\$5.90

Effective first pay period in 2014

Medical Option	Employee	Emp+ Spouse	Emp + Child(ren)	Emp + Family
BYO 1	\$26.30	\$65.70	\$51.00	\$90.50
BYO 2	\$19.40	\$49.40	\$38.40	\$68.40
BYO 3	\$12.80	\$32.90	\$25.50	\$45.40
HDHP 1	\$7.60	\$20.70	\$15.70	\$34.90
HDHP 2	\$ -	\$6.60	\$5.00	\$11.60

Rx Option	Employee	Emp + Spouse	Emp + Child(ren)	Emp + Family
1	\$5.40	\$12.20	\$9.90	\$16.90
2	\$ -	\$3.90	\$2.70	\$6.60

Effective first pay period in 2015

Medical Option	Employee	Emp+ Spouse	Emp + Child(ren)	Emp + Family
BYO 1	\$29.50	\$73.60	\$57.10	\$101.40
BYO 2	\$21.70	\$55.30	\$43.00	\$76.60
BYO 3	\$14.30	\$36.80	\$28.60	\$50.80
HDHP 1	\$8.50	\$23.20	\$17.60	\$39.10
HDHP 2	\$ -	\$7.40	\$5.60	\$13.00

Rx Option	Employee	Emp + Spouse	Emp + Child(ren)	Emp + Family
1	\$6.00	\$13.70	\$11.10	\$18.90
2	\$ -	\$4.40	\$3.00	\$7.40

Any employee whose hourly rate of pay is \$14.43 or less at the time the annual enrollment data is extracted will be covered by a modified schedule.

The weekly employee contribution for medical coverage for those employees electing an available HMO will be determined in accordance with the "Letter of Understanding – HMO Offering".

Upon return from medical leave of absence an employee will have the amount of weekly health insurance contributions in arrears deducted from future paycheck(s) until current. The effective date will be after the necessary administrative changes have been made and thirty (30) day notice given the Union. Employees on leave prior to the implementation date are exempt from this provision.

**Section 3.** Continuation of Medical Benefits – Employees on layoff may retain the Company paid Health Insurance Plan for six (6) consecutive calendar months by making the employee contribution. After such time an employee may retain the Company Health Insurance Plan for an additional eighteen (18) months by paying the full Company premium.

**Section 4.** Late Entrant – There will be an open enrollment period for employees who are late entrants for dependent insurance once each calendar year. The period of the open enrollment will coincide with the benefit enrollment period.

**Section 5.** Accident and Sickness – The Accident and Sickness (A & S) weekly benefit ~~is \$390 effective November 3, 2008 (no change)~~ will increase to \$400 effective October 1, 2012; \$410 effective October 1, 2013; and \$420 effective September 29, 2014.

**Section 6.** The maximum lifetime benefit for the Company sponsored medical plan shall remain \$1,500,000 for the term of this agreement.

**Section 7.** Effective January 1, 2013, improve the Dental Plan Class II and III schedules as outlined in ~~the updated dental schedule, increase deductibles for Class II and III services as described in the Summary Plan description for booklet titled "Dental, Life Insurance and Disability Benefits, Summary Plan Description for Hourly Paid Represented Employees, Syracuse, New York."~~ The maximum orthodontia benefit allowance is \$1,500 for employee and covered dependents. The annual maximum benefit allowance per covered person for Class II and III services combined will be increased to \$1,500 effective January 1, 1998.

Current weekly contributions for the dental plan will remain the same through December 2013 and then change as follows:

	<u>Effective 1<sup>st</sup> pay in 2014</u>	<u>Effective 1<sup>st</sup> pay in 2015</u>
<u>Employee</u>	<u>\$3.29</u>	<u>\$3.46</u>
<u>Employee + Spouse</u>	<u>\$7.10</u>	<u>\$7.44</u>
<u>Employee + Child(ren)</u>	<u>\$7.96</u>	<u>\$8.48</u>
<u>Family</u>	<u>\$11.77</u>	<u>\$12.46</u>

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**Section 8.** The Company will furnish the Union annually with figures showing the net cost of the comprehensive Health, Accident and Sickness, and Life Insurance coverages, the internal administrative and related costs and the total annual employee contribution.

**Section 9.** The Company will provide all employees with a Medical Identification Card.

**Section 10.** ~~The life insurance is \$43,000 effective November 3, 2008 (no change).~~ Effective October 1, 2012 life insurance will be increased to \$44,000, effective October 1, 2013 to \$45,000, and effective October 1, 2014 to \$46,000.

In addition, the Company will continue to make available life insurance coverage in the amount of \$5,000 for a spouse and \$2,000 for each covered dependent. The definition of dependent, for life insurance coverage, will be the same as the eligibility provision under the medical plans (Managed Care, Out of Area, or an HMO).

**Section 11.** ~~The Accidental Death & Dismemberment (AD&D) insurance is \$43,000 effective November 3, 2008 (no change).~~ Effective October 1, 2012, Accidental Death & Dismemberment (AD&D) insurance will be increased to \$44,000, effective October 1, 2013 to \$45,000, and effective October 1, 2014 to \$46,000.

**Section 12.** The Company will continue to make available to all employees a Supplemental Life Insurance Program. Employees may purchase up to \$100,000 in additional life insurance in increments of \$25,000, at group rates. Employees choosing \$75,000 or \$100,000 in coverage will need to provide Proof of Insurability at the time they enroll. There will be an annual enrollment period, as determined by the Company, at which time employees can elect or change coverage options.

**Section 13.** Eligibility for group life insurance for retired employees, pursuant to the terms of the Group Health and Life Insurance Plan of United Technologies Corporation, will continue for employees who terminate their employment prior to October 31, 2006. Group Life Insurance for retired employees will not be available to any employee whose employment terminates on or after October 31, 2006.

**Section 14.** The Mandatory Generic Prescription Program introduced on February 1, 2004 and described in the 2003 labor agreement will remain in effect through January 31, 2007.

Effective February 1, 2007 a "Build Your Own" prescription drug program with a mandatory generic provision and maximum dispensing limits (MDL) for certain drugs will be implemented. Employees will have the choice of selecting one of three options which carry different levels of co-insurance and co-payments for retail pharmacy and mail order coverage.

Mandatory Generic Provision: If your physician prescribes a brand-name drug when a generic equivalent is available, you will be required to pay the applicable retail or mail-order generic co-payment PLUS the difference between...

- The cost of the brand-name medication; and
- The cost of the generic medication
- ...even if your physician indicates "no substitutes" or "Dispense as Written" on your prescription.

**Section 15.** Effective January 1, 2005, employees will be eligible to participate in a Health Care Reimbursement Account (HCRA) and a Dependent Care Reimbursement Account (DCRA). Employees that elect to participate in HCRA may contribute a minimum of \$120 up to a maximum of ~~\$5,000~~ \$2,500 per year pre-tax. Employees that elect to participate in DCRA may contribute a minimum of \$120 up to a maximum of \$5,000 per year pre-tax.

The benefits and details of the HCRA and DCRA accounts will be outlined in a booklet titled, "[Dental, Life Insurance, Disability, and Reimbursement Accounts, Summary Plan Description, for Hourly Paid Represented Employees, Syracuse, New York.](#)" as described in the Summary Plan description for Hourly Paid Represented Employees, Syracuse, New York.

**Section 16.** If employees are participating in the HDHP, they can contribute a maximum of \$~~3,000~~2,500 (individual) or \$~~5,950~~6,450 (family) pre-tax to a Health Savings Account (HSA).

#### ARTICLE XXVII – PENSIONS

**Section 1.** The terms, conditions and benefits currently in effect under the Pension Plan as described in the booklet entitled Employee Retirement Plan for Represented Hourly Paid Carrier Corporation Employees at the Syracuse, New York Location Who Are Covered by a Collective Bargaining Agreement dated December 2006, shall be continued under such separate Plan except as they are specifically revised in accordance with this Article and Letter of Understanding #~~1920~~.

#### Section 2.

- A. The administration of the Pension Plan for the employees in the bargaining unit shall be the responsibility of the Company.
- B. A joint pension committee shall be appointed consisting of six (6) people, three (3) of whom shall be appointed by the Company. The duties of the joint committee shall be:
  1. To adopt and prescribe regulations and procedures to be followed by employees in filing applications for benefits and for the furnishing and verification of evidence and proof necessary to establish employees' right to benefits under the Plan.
  2. To verify years of credited service of retiring ~~employees~~employees.
  3. To afford retiring employees an opportunity to review findings of credited service and establish such facts in advance of retirement.
- C. The joint pension committee shall be furnished annually with a report regarding the operation of the pension benefits insofar as it applies to the employees covered under the Plan, and such additional information as shall be reasonably required for the purpose of enabling the joint pension committee to be properly informed concerning pension benefits provided by the Plan insofar as they apply to the employees covered under this pension agreement.

The annual report shall consist substantially of the following:

1. A list of employees who have retired during the reporting period covered citing their:
  - (a) Years of credited service
  - (b) Retirement benefits selected (early, normal, optional, etc.)
  - (c) Amount of retirement benefit.
2. Necessary data regarding employees who have retired during prior years.
3. Information as in Item 2 above for all employees scheduled for retirement during the following year.

4. Information regarding employees who have terminated during the reporting period and who have vested rights including amount of vested benefit payable at normal retirement date.

The joint pension committee also shall be furnished a copy of the information pertaining to this Pension Plan which is filed with the United States Department of Labor under the Employee Retirement Income and Security Act.

- D. Prior to retirement of an employee, a Company representative will review with the employee their credited service, choice of options and anticipated pension benefits. At the time of final option selection, a Union Benefits Specialist will be present for the meeting. At such time, the employee will confer with the Company representative with or without the Union Benefits Specialist as said employee may determine.
- E. The Company will pay for time lost from work by Union Benefits Specialists in connection with the performance of their duties described herein in accordance with Article VI, Section 5.

**Section 3.** The following specific terms, conditions and benefits shall be made effective under the Pension Plan for the employees in the bargaining unit:

- A. The eligibility requirements for participation in the Plan shall be one (1) year of service and the attainment of age twenty-one (21) or five (5) years of service, if earlier. Eligibility for the pre-retirement death benefit, however, shall be one (1) year of service and the attainment of age twenty-one (21).
- B. Credited service shall be limited to a maximum of thirty-five (35) years. An employee with at least ten (10) years of service will be credited with ten (10) years of service; eleven (11) years of service, eleven (11) years of credited service; etc.
- C. In determining credited service, the following schedule shall be used:
  1. A minimum of 800 pay hours shall constitute a full year.
  2. 400-799 pay hours shall constitute a half year.
  3. No service credited for less than 400 pay hours.
- D. In determining an employee's benefits upon termination of employment, early retirement, disability retirement and upon their normal retirement date the minimum benefit for each year of credited service shall be \$~~4846.00~~ per month effective ~~October 1, 2009~~ [November 1, 2012](#).

In addition any pension increases during the life of this agreement, as described above, will be paid to any employee who retires during the life of this agreement and will be made effective on the date of the pension increase.

- E. A participant under the plan should request a retirement package between forty-five (45) and ninety (90) days prior to the employee's planned retirement date.
- F. If an employee who has attained age fifty-five (55) with at least ten (10) years of credited service elects to retire voluntarily, such early retirement benefit shall be payable immediately and shall be actuarially reduced or the full accrued normal retirement benefit shall be deferred to age sixty-five (65) at the election of the employee. In the event of an immediate early retirement benefit, the actuarial reduction shall not be greater than fifty percent (50%) of the accrued normal retirement benefit. No actuarial reduction will be made when an employee who has either thirty (30) years of service at age fifty-five (55) or twenty (20) years of service at age sixty (60) chooses to retire.



G. At its sole discretion and without the right to appeal its decision to arbitration, the Company may permit early retirement with full normal accrued retirement income upon the attainment of age sixty (60) with fifteen (15) or more years of credited service.

H. If an employee with at least five (5) years of credited service shall become, through some unavoidable cause, permanently incapacitated, the employee shall be entitled to retire on a disability pension. An employee shall be deemed to be permanently incapacitated and shall be retired early:

1. If the employee has been totally disabled by bodily injury or disease so as to be prevented thereby from engaging in any occupation or employment for remuneration or profit.
2. After such total disability shall have continued for a period of six (6) months and, in the opinion of a qualified physician, it will be permanent and continuous during the remainder of their life.

The amount of such monthly pension shall equal the unreduced accrued normal retirement benefit based on credited service to the date of retirement for disability.

I. Upon termination of employment resulting in a break in continuous service on or after January 1, 1989, the employee shall be entitled to one hundred percent (100%) of their accrued pension benefit upon completion of five (5) years credited service.

Such benefit shall be payable at the employee's normal retirement date or if the employee is at least age fifty-five (55) and has completed ten (10) years of service, at the time of their termination such benefit may, at the employee's option, be paid immediately on an actuarially reduced basis.

J. The period of time an employee may be involuntarily out of work (i.e., layoff, medical leave, etc.) without resulting in a break of continuous service under the Plan shall be five (5) consecutive years or breaks in service equal to an employee's continuous service — whichever is greater. For example, if an employee has three (3) years of continuous service under the Plan, the employee must be involuntarily out of work five (5) consecutive years before suffering a break in service. If an employee has nine (9) years of continuous service under the Plan, the employee must be involuntarily out of work for nine (9) consecutive years before suffering a break in service. This provision does not apply to any new hires after October 1, 2009.

K. Union officers and staff representatives (i.e., President, Vice President, Business Manager, Financial Secretary-Treasurer and Recording Secretary) shall receive full pension credit even though they do not have 800 pay hours or more, as provided in Section 3(C).

L. An employee who is terminated by reason of not returning to work after a non-occupational disability leave of absence of twenty-four (24) months shall, if subsequently rehired by the Company, have restored the credited service for pension purposes that was effective as of the date the leave of absence commenced.

M. The Company will provide a qualified, pre-age fifty-five (55) pre-retirement survivor annuity with no reduction factor applied for such coverage.

[N. Employees hired after October 1, 2012 are ineligible to participate in the defined benefit pension plan outlined in this article. New hires will be eligible for a company auto contribution as part of the UTC Represented Employee Savings Plan - Article XXVIII.](#)

**Section 4.** The normal retirement date for all employees in the bargaining unit shall be the first day of the month following attainment of age sixty-five (65).

**Section 5.** For the purpose of supplying the pension benefits provided in this Agreement, the Company shall establish or cause to be established a pension trust or trusts.

**Section 6.** The assets of Carrier Employees Security Plan – Plan B attributable to the bargaining unit shall continue to be funded.

**Section 7.** The Company shall be free to determine the manner and means for the funding and the payment of any pension benefits under this Agreement.

**Section 8.** All of the above terms, conditions and benefits shall be subject to the Corporation's obtaining and/or retaining approval by the Commissioner of Internal Revenue of the trust or trusts and pension plan or plans created for the purpose of providing benefits under this Agreement, as being exempt under the applicable provisions of the Internal Revenue Code, or successors to them.

**Section 9.** All of the provisions of this Article that change in any manner the provisions of the UTC Represented Employee Retirement Plan in effect as of the date of this Agreement are to be effective as of ~~September 28, 2009~~ October 1, 2012, unless otherwise noted in this Article.

**Section 10.** The Company agrees to supply the Union with a copy of the UTC Represented Employee Retirement Plan and any amendments by ~~September 28, 2009~~ October 1, 2012.

#### ARTICLE XXVIII – SAVINGS PLAN

**Section 1.** The Savings Plan as it applies to employees described in Article II of this Agreement is set out in the Summary Plan Description titled, "UTC Represented Employee Savings Plan."

**Section 2.** Effective November ~~5, 2012~~, ~~2009~~, the weekly contribution of two dollars (\$2.00) to ~~fifty-eight dollars (\$58.00)~~ ~~sixty-four (\$64.00)~~ will be increased to a new weekly contribution of a minimum of two dollars (\$2.00) up to a maximum of sixty ~~six~~ dollars (~~\$6660.00~~). Effective ~~September 27, 2010~~ October 1, 2013, the weekly contribution will be increased to a new weekly contribution ~~of a minimum of~~ two dollars (\$2.00) up to a maximum of sixty ~~two~~ eight dollars (~~\$6862.00~~) and effective ~~September 27, 2010~~ 29, 2014, the weekly contribution will be increased to a new weekly contribution ~~of a minimum of~~ two dollars (\$2.00) up to a maximum of ~~sixty-four dollars~~ seventy dollars (~~\$6470.00~~). Contributions must be made in whole dollar increments and will be matched by ~~the~~ Company contributions at a rate of fifty percent (50%).

In addition, effective ~~September 28, 2009~~ November 5, 2012, employees may contribute two dollars (\$2.00) to one hundred ~~four~~ twenty dollars (~~\$120~~ 104). Effective ~~September 27, 2010~~ October 1, 2013, employees may contribute two dollars (\$2.00) to one hundred ~~six~~ twenty-two dollars (~~\$122~~ 106). Effective ~~September 26, 2011~~ 29, 2014, employees may contribute two dollars (\$2.00) to one hundred ~~eight~~ twenty-four dollars (~~\$124~~ 108). This contribution must be made in whole dollar increments and will be unmatched by the Company.

**Section 3.** Effective January 1, 1997, the investment options include 6 "core" options plus a "mutual fund window" of options.

**Section 4.** Effective January 1, 1993, employees may elect to put all or part of their matched or unmatched contributions into the Savings Plan on a before tax basis in accordance with Section 401(K) of the Internal Revenue Code. Such contributions must be made in whole dollar increments.

**Section 5.** All employees described in Article II of this Agreement are eligible to participate in the Savings Plan provided they have completed at least one (1) year of continuous service with the Company.

**Section 6.** Effective February 1, 1995 a Loan Provision will be offered per the Plan guidelines.

**Section 7.** 'New' Employees hired after October 1, 2012 are eligible to participate in the UTC Represented Employee Savings Plan as soon as they become employees and may elect to save 1% to 4% of their pay on a before and/or after tax basis. Such employees are eligible for company matching contributions one year after date of hire. The Company will match 50% of the first 4% of employee's contributions per pay period. Starting one year after date of hire the Company will make an auto contribution to such an employee's account each pay period equal to 3.5% of pay, regardless if employee contributes to the Plan.

Employee contributions are 100% vested; Company matching and auto contributions are vested after employee participates in the Plan for two years. These contributions are also vested if the employee completes three years of service, reaches age 65, dies, becomes totally disabled, or enters military service before completing two years of Plan participation.

The benefits described in this Article will continue in full force and effect for the duration of this agreement. However, administrative changes such as the vendor and/or administrator of the plan, investment options, and other similar changes that apply to all employees participating in the plan may be implemented by the Company from time to time. The Company, agrees to provide the union with notice of such changes prior to implementation, but will not be required to negotiate such changes with the union.

#### **ARTICLE XXIX – MILITARY SERVICE**

**Section 1.** An employee (except an employee hired on a temporary basis) will be considered on military leave of absence under the following conditions:

- Induction into the Armed Forces.
- Enlistment into the Armed Forces.
- Ordered to active duty in the Armed Forces from a Reserve status.
- Called for short term military training (normally two (2) weeks).

**Section 2.** An employee on military leave shall be considered an active employee in determining seniority and service.

**Section 3.** Military leave of absence does not affect vacation eligibility during the year the leave is granted.

**Section 4.** If a short term military training period conflicts with a regularly scheduled vacation period, the employee may request an alternate vacation period.

**Section 5.** Long term military service is normally for a period of three (3) months, six (6) months, or one (1) to five (5) years of active duty.

A. Leave of absence for long term military service shall continue until cancelled by one (1) of the following factors:

1. Reinstatement on the payroll.
  2. Failure to apply for reinstatement as required by law.
  3. Failure to obtain a release as soon as permitted by law.
- B. Upon termination of such leave, the employee shall be offered reinstatement in their former work group, job classification and shift provided their seniority entitles the employee to bump the least senior employee in their former work group, job classification and shift, and if the former job continues to be in effect in the work group and shift, and:
1. Military service has been completed under honorable conditions.
  2. Employee is still qualified to perform duties of their job.
  3. Employee reports for work within time limits prescribed by law.
- C. If reinstatement in a former position is not feasible due to a service disability, an employee may first fill an open requisition or may bump a junior employee in a position equal to or lower than the position the employee held at the time of departure or that the employee might reasonably have expected to have been promoted to during the period of military service. This job must be one which the employee can perform within the limitations of their disability.
- D. Group insurance is automatically terminated when military service commences, except that life insurance proceeds shall be paid if death occurs within thirty-one (31) days following termination of insurance.
- E. Dependent's coverage for hospital, medical and surgical benefits may continue during the period of military service, provided arrangements are made with the Company for payment of premiums in advance by the employee.
- F. Reinstatement in the Group Insurance Plan commences on the first day of work after return from military leave.
- G. Payments shall be made to the pension account of an employee who is already a participant in the pension plan when military leave commences and such employee shall continue to accumulate credit toward length of service.
- H. An employee who is not a participant in the pension plan when military leave commences but meets eligibility requirements while in service shall be enrolled in the plan on the first day of the month following reinstatement.
- I. An employee receiving a military leave of six (6) months or longer will be granted a lump sum payment on ~~presentation~~[pre-sentation](#) of evidence of formal entry into active military service. Payment shall be determined by years of continuous service with the Company as follows:
1. Over one (1) year, but under two (2) years of continuous Company service – one (1) weeks pay.
  2. Over two (2) years, but under five (5) years of continuous Company service – two (2) weeks pay.
  3. Over five (5) years of continuous Company service – four (4) weeks pay.
  4. A weeks pay shall be the employee's wage rate at time of leave multiplied by forty (40) hours.

5. An employee re-entering the military service within two (2) years of their previous entry shall not receive a second payment.
- J. An Air Force Reservist who is required to spend five (5) to seven (7) days taking physical examinations prior to recall for active duty shall be entitled to pay allowances as follows:
  1. The Company shall pay for each day so spent the difference between their pay at wage rate for the hours the employee would have worked and their military pay per day (including longevity pay and special increments such as flight pay, but excluding such allowances as rent, subsistence, uniform and travel). The foregoing shall not apply to any day on which the employee would not have otherwise worked.
  2. Payment will be made when the employee returns to work upon presentation of satisfactory proof of the amount of military pay received. A written statement on the Company form provided signed by the finance or disbursing officer of the field to which the employee was sent is acceptable as proof. This statement shall specify separately the amount of base pay the employee received and the amounts of various allowances, if any.
- K. If an employee, except a probationary employee, is required by the government to report for examination during working hours in order that physical fitness for military service may be determined, the employee shall be entitled to time off with pay for the time required at their wage rate.

The Company shall determine whether compensation should be paid for all hours lost or whether it should be limited to part of the day. Such determination will depend on the hours an employee must report to the draft board, the time required at the board and the distance the employee must travel.

The Company will require adequate proof that an employee who requests time to report to the local draft board is actually required to do so during working hours. The employee's notice from the draft board shall be adequate proof.

- L. An employee in an apprenticeship program, leaving for long term military leave, shall be reimbursed for tools purchased, if disposition is desired. Tools may be repurchased at time of reinstatement.

**Section 6.** Short term military service is normally for a period of two (2) weeks.

- A. Leave of absence will be granted to an employee for required participation in short term training activities of recognized military organizations. An employee desiring a short term leave is requested to advise their supervisor at least thirty (30) days in advance of the contemplated leave.
- B. In order to maintain base earnings of a qualified employee who attends such encampments, supplemental pay will be granted for a maximum of two (2) weeks per year. The amount of supplemental pay will be the difference between an employee's regular Company pay at wage rate and five-sevenths (5/7) of their military base pay plus longevity pay for each full calendar week covered by the leave of absence. Supplemental pay will be granted to an employee where the following conditions have been met:
  1. The employee has completed their probationary period.
  2. The employee has been a member of the military unit involved for three (3) months.
- C. Where more than two (2) weeks of normal work day encampment is mandatory and in no way at the employee's option, supplemental pay will be granted but at no more than a total of three (3) work-day

weeks per year. The weeks must be taken consecutively, unless otherwise scheduled by the commanding officer. The amount of supplemental pay will be the difference between an employee's regular Company pay at wage rate and a formula of five (5) days divided by the days served in a calendar week at their military base pay plus longevity pay.

#### ARTICLE XXX – SAFETY

**Section 1.** The Company shall continue to maintain high standards of safety and health in order to eliminate, as far as possible, industrial accidents and protect the health of employees. Both parties agree to cooperate fully in eliminating personal injuries, accidents, health hazards and property damage.

Effective January 1, 2014, the Syracuse campus will become Tobacco Free which encompasses all smoking and tobacco products and their use. Tobacco herein includes, but is not limited to: cigarettes, cigars, pipes, electronic cigarettes, and smokeless tobacco. The Company will offer smoking cessation programs as needed prior to implementation.

**Section 2.** The Company welcomes employee suggestions to promote employee safety and health, and will give prompt attention to complaints concerning unsafe or unhealthy working conditions. If the Union or any employee believes a Federal or State safety or health standard is being violated, they shall promptly notify the Company of the alleged violation. If, after such notification the employee believes that the Company has failed to abate or satisfactorily explain the suspected violation with reasonable diligence, the Union may notify appropriate outside authorities and shall send a copy of such notification to the Company.

Should an imminent danger be identified by a State Inspector, a Federal Compliance Officer, an employee or Union or Company representative, the Union and the employees agree to cooperate fully with the Company in taking the measures deemed essential by the Company to abate the imminence of the danger as promptly as possible.

**Section 3.** The Company will provide employees with adequate personal protective equipment for work operations requiring the use of such equipment. The Company will select such equipment and will determine where it is to be used, and the Union Environmental, Health & Safety Specialist will be notified when such selection is made.

**Section 4.** ~~The Company will furnish an initial pair of safety shoes to employees per calendar year at the cost of the shoes to the Company less sixty five dollars (\$65.00). After the initial pair of safety shoes per calendar year, the Company will furnish safety shoes to employees at the cost of the shoes less twenty five dollars (\$25.00) per pair.~~ The Company will furnish an initial pair of safety shoes per calendar year at the cost of the shoes to the Company less ninety dollars (\$90.00). Where prescription safety glasses (single vision, bi-focals, tri-focals and double bi-focals) are required, they will be furnished to employees by the Company at no cost. Tinted lenses, where necessary, will be furnished to employees by the Company at no cost.

If an employee does not wish to take advantage of the reduced prices listed above for prescription safety glasses, the employee must obtain the specifications for the lenses and frames from the Company which shall be the same specifications as used by the Company, i.e., American National Standards Institute. If the employee elects to purchase prescription safety glasses other than through the Company, the Company is not obligated in any way to reimburse the employee for any costs incurred. The Company reserves the right to inspect any prescription safety glasses so purchased to determine whether or not they meet specifications and

if they do not, to prohibit their use as the sole eye protection unless the employee voluntarily submits the glasses for a test as outlined in the specifications at their own risk.

**Section 5.** There shall be a workplace environmental, health, and safety committees consisting of equal members from the Union and the Company whose functions it will be to review and suggest improvements in the Company's plants to make effective a program of accident prevention to safeguard employees from injury or occupational disease; and to keep employees fully informed concerning the Company's Occupational Safety and Health Program. The Company will review with the Committee situations involving serious lost time accidents.

The Company shall make available upon request by the Safety Committee for its meetings, reports of lost time accidents and other pertinent information concerning such accidents within the plants. The time spent by Safety Specialists at Safety Committee meetings called by the Company will be paid at hourly rate by the Company and such time will not be charged against the maximum hours in Article VI, Section 5.

Upon approval by the Chairman of the Committee, who shall be appointed by the Company, the member(s) of the Safety Committee may investigate safety hazards, accidents of a serious or repetitive nature which may occur in the plants and/or accompany Federal Compliance Officers on plant inspections. The Company will pay for the time spent by the Union Safety Committee members in accordance with Article VI, Section 5.

The Company will notify the Union of any department in which trade secrets or secret processes are involved. If the authorized employee representative is from a different department, the Company may refuse their admittance to the protected department. In this event, the Union may designate an alternative employee representative from within the protected department to accompany the Federal Compliance Officers in that department.

Any loss of eyesight, dismemberment or accidental death will be reported to the Union office.

The Company and the Union agree to cooperate fully to eliminate personal injury, accidents and property damage, to protect the health of employees, to improve working conditions and to remedy unsafe or unhealthy conditions.

The Company will offer up to twenty-four (24) hours training to the Union Environmental, Health and Safety Specialist per year.

The Company will provide reasonable and appropriate training on chemicals, asbestos, air, noise quality, accident prevention/root cause analysis, accident investigation, machine guarding, fall protection and ergonomics for the Union Safety Specialists.

**Section 6.** Notices required by provisions of the Occupational Safety and Health Act of 1970 shall be posted in the same manner and location as the Company utilizes for its customary notices and information to employees. Copies of required OSHA 300 summary logs will annually be forwarded to the Union Specialist on or about February 1st.

**Section 7.** The Company agrees to maintain at its central medical location at its existing plants one (1) registered nurse where employees in the bargaining unit are at work, where the number of such employees scheduled to work exceeds one hundred and fifty (150). In the event a registered nurse is not on duty, the Company shall have available a person who is adequately qualified to render first aid.

**Section 8.** The Company will provide and maintain in sanitary and sound operating condition, adequate showers in the major manufacturing areas.

**Section 9.** The Union Environmental, Health and Safety Specialist designated by the Union will be notified as to when and where the Company is going to take personal, area, grab, wipe, or noise samples so that the Specialist can assist the Company in proper explanation of what is occurring to those employees involved. Upon request, the Company will furnish summaries of test results to the Union Environmental, Health and Safety Specialist.

**Section 10.** The Union and Company will support a program to identify, assess, and resolve ergonomic issues.

#### **ARTICLE XXXI – TRAINING**

**Section 1.** The Company has in the past made available to selected employees training courses for special skills and crafts. It is agreed between the parties that such courses may be conducted by the Company in accordance with its determination of need. Where the Company provides training to an employee(s) within the employee's job code, the Company will determine the minimum standard for participating in the training, the number of employees to be trained, and it will select employees for training based on departmental needs. First consideration for training will be given to the employee(s) who normally work(s) on the equipment or who will work on the equipment within the building or the employee who will normally be requested to use the skill. Of those employees who are to be trained, the senior employee will be trained first or will be provided training within ninety (90) calendar days.

For offsite training, the recommendations of the Training Department and of the Union Training Specialist will be considered when the Company selects the employee to be trained.

**Section 2.** Where the Company initiates basic skilled trades training programs as opposed to special skills or update training, employees will be selected based on seniority provided they meet the minimum standards for the training program as established by the Company.

**Section 3.** It is agreed that under the Company's training programs, it may be necessary to assign temporarily, persons not in the bargaining unit jobs included in the bargaining unit. In such cases the Union representative(s) at interest will be given advance notice. A regular employee in the bargaining unit is not to be deprived of their job as a result of such training assignments. The Company and Union agree that it is in their collective best interests to improve the expertise of skilled trades employees. To this end, when outside specialists are required to troubleshoot and/or repair plant equipment, the Company will provide its employees the opportunity to work with these outside specialists where practicable.

**Section 4.** It is agreed that training, instruction or educational courses which may be offered by the Company and held outside of the regular working hours of the participants in such courses, are for the convenience of employees who desire to broaden their education or receive instruction which is not directly related to the employee's regular job.

Such courses as may be offered by the Company are on a voluntary basis only and the participants will not be compensated in any manner for attending such courses.

**Section 5.** Prior to taking skill tests, training will be offered to employees in order of seniority in a work group and job code when there is an opportunity to take such skill tests. The purpose of this training will be to give



the employees an opportunity to use the skills within their classifications, which they are not normally required to use, prior to taking such tests.

**Section 6. Skilled Trades Training**

- A. When a bargaining unit employee is being accepted for a formal training program, the employee will have the Union Maintenance Chief Steward or Union Training Specialist present at the time the training agreement is reviewed and signed.
- B. During the normal work week skilled trade apprentices will not be temporarily removed from the skilled training program without the authorization of the Manager of Trades Training. In instances where approval is given, the Union Maintenance Chief Steward or the Union Training Specialist will be notified.
- C. During the first six (6) months of a formal trades training program, the trainee will not perform complex independent work assignments unless the employee has specialized skills related to the trade upon entering the program or the employee has already received training in the skills or work to be performed.

**Section 7.** Where a skilled tradesperson is transferred to another building and the employee has the skills required for the job code, the employee will receive a reasonable amount of training, if required, on the equipment specific to the building.

**ARTICLE XXXII – UNION BULLETIN BOARDS**

**Section 1.** Union bulletin boards will be used for posting of official Union notices, announcements and other proper material relating to Union matters.

Newsletter boxes will be provided at the main gates of the Syracuse operation for the posting of arbitration awards and grievance settlements.

**Section 2.** All such material will be reviewed by the Company and approved before posting if it is not of a controversial nature. Such posting will be done by authorized Union representatives on their own time.

**Section 3.** Present Union bulletin boards will remain and will be used as such unless it is mutually agreed by the Company and the Union to increase the number of, relocate, or decrease the number of Union bulletin boards.

**Section 4.** The parties will mutually agree to a sufficient number of job bid boards and their locations within the plants.

**ARTICLE XXXIII – COPIES OF THE AGREEMENT**

The Company and the Union want each employee in the bargaining unit to be familiar with the provisions of this Agreement and employee rights and obligations under it. The Company, therefore, will print this Agreement and will give a copy to each such employee and all future employees on their date of hire.

**ARTICLE XXXIV – GENERAL PROVISIONS**

**Section 1.** If a staff representative or officer of the Union wishes to speak to an employee in the bargaining unit or a Company representative on Company property about official Union business, the Union representative shall first get permission from the designated Company representative on each shift. The

Company will not unreasonably withhold permission for such visits. Time spent for this purpose will not be paid by the Company.

**Section 2.** If a staff representative or officer of the Union wishes to speak to an employee in the bargaining unit or another Union representative on Company property to discuss a grievance or complaint in accordance with Article XX the Union representative shall first get permission from the designated Company representative on each shift. The staff representative or officer may request permission to speak to an employee on the production floor. Such permission will be granted as long as such visits do not interfere with production or the reasonable functioning of the department visited. The Company will not unreasonably withhold permission for such visits. Time spent for this purpose by a Union or staff representative or Union Officer will be paid in ~~accordance~~ accordance with Article VI, Section 5.

**Section 3.** The Company will make available suitable meeting places, conveniently located in plant or office areas, for use by Union representatives when considering grievances or complaints. Arrangements for such meeting places are to be made with the Human Resources Manager at interest.

**Section 4.** After reasonable notice to the Company, designated Union officers will be granted permission to leave the plant during working hours to attend to necessary Union business on their own time.

**Section 5.** No supervisory employee, nor any Company employee, who is not within the bargaining unit covered by this Agreement shall perform any work within said unit except as follows:

- A. During emergencies when the failure to perform such work would result in damage to material, machinery or equipment or injury to personnel.
- B. Instruction and demonstration of work methods and procedures. The employee being instructed must be present.
- C. Checking an occasional piece for workmanship or quality.
- D. Running of equipment to check on operational problems but not to make production runs unless the operator is present.
- E. If the supervisor knows that a short term emergency is going to occur and it is practicable to notify the Union representative at interest before performing the bargaining unit work, the supervisor will do so. If it is not practicable to notify the Union representative before performing the bargaining unit work, the supervisor will notify the Union representative upon completion of said work.
- F. For training purposes as defined in Section 3 of Article XXXI, Training.
- G. The supervisor will introduce new employee(s) to the Union representative at interest on the day the new employee reports for work.

**Section 6.** Should any part of this Agreement or any portion thereof, as herein contained, be rendered or declared illegal, legally invalid or unenforceable by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions rendered or declared illegal or invalid. The remaining parts, portions, or provisions shall remain in full force and effect.

#### **ARTICLE XXXV – JOB SECURITY ENHANCEMENT PROVISIONS**

**Section 1. Severance** – An employee placed on layoff for six (6) consecutive calendar months on or after the effective date of this Agreement and who has two (2) or more years of seniority at the time of such layoff will receive a weekly payment equal to one (1) week of pay at wage rate for each full year of service to a maximum of thirty (30). An employee recalled or rehired after receiving such payment(s) and who is subsequently laid off will be entitled to severance for only that period of actual time at work following recall or rehire and any severance earned prior to layoff but not received prior to recall.

**Section 2. Relocation** – An employee placed on layoff for six (6) consecutive calendar months on or after July 15, 1985 and who has two (2) or more years of seniority at the time of layoff may elect, within twelve (12) months from the date of layoff, to receive a relocation payment of up to \$1,000 based upon receipted expenses to relocate in excess of 100 miles from Syracuse, NY, to accept other permanent employment. Employees making this election lose their recall rights, attendant benefits, and are terminated from the Company.

**Section 3. Educational Allowance** – An employee placed on layoff for six (6) consecutive calendar months on or after July 15, 1985, and who has two (2) or more years of seniority at the time of layoff may receive up to \$2400 in tuition assistance allowances if the employee begins the coursework or training, for a course in preparation for gainful employment, within twelve (12) months from the date of layoff. The allowance will be paid to an accredited educational institution or trades institute upon submission of the appropriate documentation to the Company.

#### ARTICLE XXXVI – COST OF LIVING ALLOWANCE

**Section 1.** The allowance will be paid on all hours paid which includes hours worked, overtime hours, vacation hours, holiday hours and hours paid for jury duty, bereavement, reporting pay, military pay and voluntary emergency worker pay.

**Section 2.** A hourly cost of living allowance shall be determined quarterly based upon the conditions and provisions set forth in this Section and shall be paid to each employee covered by this Agreement in addition to the employee's wage rate.

The cost of living allowance, if any, shall be determined on the basis of changes in the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), all items, United States City Average (1967 = 100), published by the United States Bureau of Labor Statistics, hereafter referred to as the "Index."

The cost of living allowance will equal the difference in the allowance produced by the actual CPI-W rise and the allowance produced by a four percent (4.0%) CPI-W rise subject to a maximum quarterly adjustment of eight cents (\$0.08) based upon the CPI-W change from July, ~~2012~~2009. Adjustments in the cost of living allowance shall be effective on the following dates in the amount of one cent (\$0.01) for each full three-tenths (.3) of a point change in the Index for the months indicated below:

Effective Date of Adjustment	Based upon the Change in the Index from July <del>2012</del> 2009 to
<u>November 26, 2012</u>	<u>October, 2012</u>
<u>February 25, 2013</u>	<u>January, 2013</u>
<u>May 27, 2013</u>	<u>April, 2013</u>
<u>August 26, 2013</u>	<u>July, 2013</u>

<u>November 25, 2013</u>	<u>October, 2013</u>
<u>February 24, 2014</u>	<u>January, 2014</u>
<u>May 26, 2014</u>	<u>April, 2014</u>
<u>August 25, 2014</u>	<u>July, 2014</u>
<u>November 24, 2014</u>	<u>October, 2014</u>
<u>February 23, 2015</u>	<u>January, 2015</u>
<u>May 25, 2015</u>	<u>April, 2015</u>
<u>August 31, 2015</u>	<u>July, 2015</u>

#### COLA CALCULATION EXAMPLE

(Repeated from the 1991 Bargaining Agreement)

An **example** of the calculation for the second quarterly COLA adjustment, i.e., change in Index from July 1991 to January 1992 would be as follows:

July 1991 Actual Index is 400.0

January 1992 Actual Index is 406.9 (Example)

January 1992 3% Triggered Index is 406.0

November 25, 1991 Actual Payment is \$0.01 (Example)

Step 1:

Calculate the difference between the July 1991 Actual Index and the January 1992 Actual Index

1/92 is 406.9

7/91 is 400.0

6.9 is the difference

Step 2:

Calculate the difference between the July 1991 Actual Index and the Triggered January 1992 Index. (Note: First quarterly trigger is .0075, second quarterly trigger is .015, third quarterly trigger is .0225, fourth quarterly trigger is .03, fifth quarterly trigger is .0375 and so on until the twelfth quarterly trigger is .09.)

1/92 Triggered Index is 406.0

7/91 Actual Index is 400.0

6.0 is the difference

Step 3:

Calculate the cent allowance of the formula 1¢ for each .3 rise in the Index between July 1991 and January 1992 (from Step 1).

6.9 is the difference between 7/91 Actual Index and 1/92 Actual Index

6.9 (the difference) divided by .3 equals 23¢

Step 4:

Calculate the cent allowance of the formula 1¢ for each .4 rise in the Triggered Index between July 1991 Actual Index and January 1992 Triggered Index (from Step 2).

6.0 is the difference between 7/91 Actual Index and 1/92 Triggered Index

6.0 (the difference) divided by .3 equals 20¢

Step 5:

Calculate the difference between the cents allowance of the Actual Rise in the CPI-W (Step 3) and the cents allowance of the Triggered rise in the CPI-W (step 4).

23¢ Actual Rise (Step 3)

20¢ Triggered Rise (Step 4)

  — 3¢ is the difference

Step 6:

Subtract from the difference between the Actual and Triggered Rise in the CPI-W (Step 5) and the actual payment made in the previous quarter to get the payment to be made as the second quarterly payment.

  3¢ Difference between Actual and Triggered (Step 5)

  1¢ Paid in COLA on November 25, 1991

  2¢ difference

The 2¢ COLA adjustment would be made on February 24, 1992 and it would be added to the 1¢ previously paid in COLA on November 25, 1991 so the future COLA payment would be 3¢ effective February 24, 1992.

**Section 3.** No adjustments retroactive or otherwise will be made in the amount of the cost of living allowance due to any revision which later may be made in the published figures for the Index for any amounts on the basis of which the allowance increases shall have been determined.

**Section 4.** During the term of this Agreement, the amount of cost of living allowance paid in any quarter will not exceed the amount paid during the previous quarter plus eight cents (\$0.08). For example, if the allowance paid during the March, April, May 1993 quarter was fifty-six cents (\$0.56), then the maximum amount payable during the following quarter would be sixty-four cents (\$0.64).

**Section 5.** The continuance of cost of living adjustments is dependent upon the continued monthly publication of the Index in its present form and calculated on the same basis as at the time of execution of this Agreement, unless otherwise agreed to by the Union and the Company. For each measurement month occurring in 1987 and future years, the official (updated) CPI-W Index will be used.

**ARTICLE XXXVII – WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or material not removed by law from the area of collective bargaining and that all understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement. Except by mutual consent and as evidenced by written agreement duly executed by the parties this Agreement may not be modified or changed by the addition of new provisions or the deletion of existing provisions.

**ARTICLE XXXVIII – DURATION OF AGREEMENT**

**Section 1.** This Agreement shall constitute the entire Agreement between the parties and shall become effective ~~September 28, 2009~~ October 1, 2012 unless otherwise noted, and continue in full force and effect to 12 midnight on Sunday, September ~~30, 2012-27, 2015~~ and shall be automatically renewed from year to year thereafter unless notice of desire to terminate or modify is given by either party in accordance with Section 2 of this Article.

**Section 2.** Either party may upon written notice to the other party, at least sixty (60) days but not more than one hundred and twenty (120) days prior to termination date, give notice of desire to terminate or modify the Agreement following its termination date. Such notice shall be given by registered mail to the Local Union at its official address and to the Company at Carrier Parkway, Syracuse, New York.

**Section 3.** In witness whereof, the parties hereto have executed these presents, or caused same to be executed on their behalf, all as of ~~September 28, 2009~~ October 1, 2012.

**BARGAINING UNIT EMPLOYEES**

~~SEPTEMBER 28, 2009~~ October 1, 2012

~~JAMIE PALMISANO~~ William C. Petty

INDUSTRIAL RELATIONS

**ABSENCE REPORTING AND MEDICAL LEAVE OF ABSENCE PROCEDURE:**

Recently questions have been raised concerning the proper procedure for employees to report absences from work and to request a medical leave of absence. The following procedures are provided for your use when you are going to be absent from work or if you require a medical leave of absence.

**PROCEDURE FOR REPORTING ABSENCES:**

Employees are required to report their absences from work to the Company in accordance with Article IX, Section 6 of the Labor Agreement. Whenever it is necessary for an employee to be absent from work, he/she must report his/her absence. Employees should call the designated number for each building to report an absence:

1. FMS (TR-6) 432-7195

~~2. RCD (TR-2) 432-6522~~

23. RCG (TR-19) 432-6315

Absences are to be reported as soon as practicable after you know you will not be able to report to work except under the following conditions:

1. You have advised the Company that you will be absent for a specified period (example – you call in on Monday saying you are ill but will be back on Thursday. Under these conditions it is not necessary to call Tuesday or Wednesday, however, if you are unable to return on Thursday you must call in again).
2. You have requested a medical leave of absence from Personnel because you are going to be out over seven (7) calendar days. If you have not received your disability papers by the THIRD work day of absence, call in again to confirm your status and determine if the leave paperwork has been sent.
3. You are on an approved leave of absence.

If your return to work date is unknown, you must call at least every three (3) normal work days until you are placed on leave of absence or you return to work.

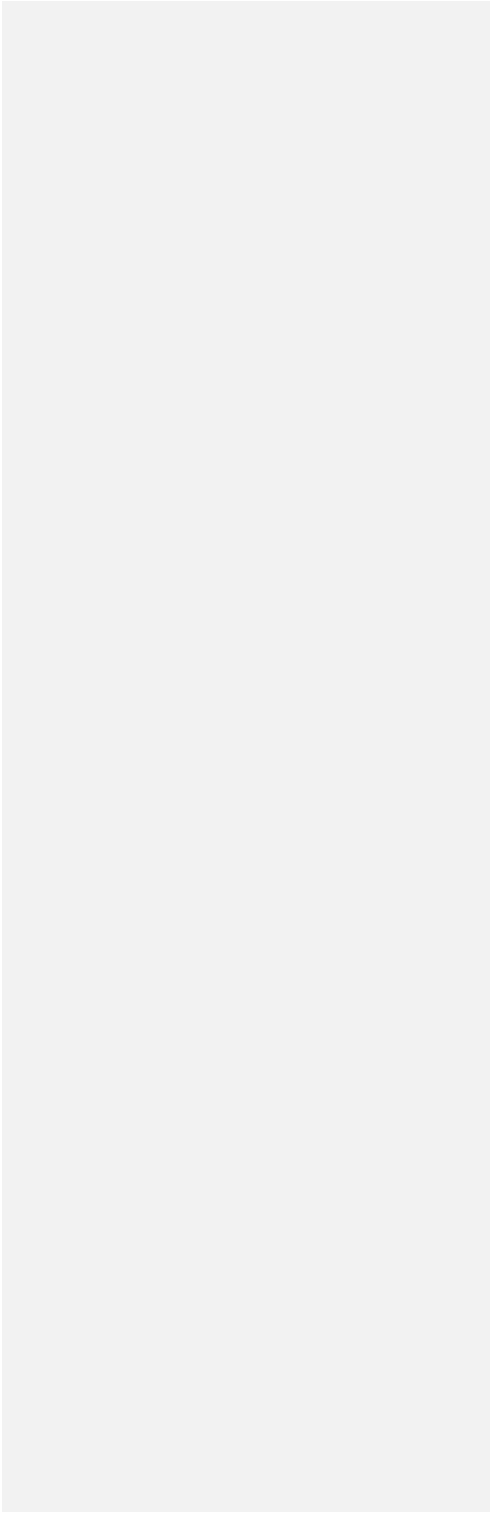
Failure to notify the Company of your absence for three (3) consecutive work days may result in loss of your seniority (termination) unless your failure to notify the Company is due to conditions beyond your control. (Article XXII, Section 1 (B)(3) of the Labor Agreement).

**PROCEDURE FOR MEDICAL LEAVE OF ABSENCE:**

The following is the proper procedure for you to request a medical leave of absence if you are going to be absent from work for medical reasons for seven (7) or more calendar days:

1. When you call in your absence to Medical (432-3919) advise them that you are requesting a medical leave of absence if you are going to be out of work for medical reasons over seven (7) calendar days.
2. Disability forms and a return to work release will be sent out to you within twenty-four (24) hours. If they are not received within three (3) days, call back in and check on their status.
3. Take the forms to your doctor as soon as possible since no benefits will be paid nor will a leave be authorized until the DB-450 form is returned to Medical, who faxes the form to Group Insurance to certify your disability.
4. Upon receipt of the DB-450 form, the Company will send you a leave authorization, normally for thirty (30) days or until you are released to return to work by your doctor, whichever occurs first.
5. If you require an extension of a medical leave, it can be requested by calling Medical (432-3919) for non-compensable or compensable leaves.
6. When you are released by your doctor, call the medical department (432-3919) to make arrangements for your return to work authorization and determination for evaluation by Industrial Medical Associates (IMA):
  - a. For periods of absence less than 3 months, return to work with a doctor's note for review and return to work authorization by the Carrier medical department.
  - b. For periods of absence greater than (3) months, return to work with a doctor's note for review by the Carrier medical department and by Industrial Medical Associates (IMA).
7. If you pass the medical evaluation, you will be returned to work in accordance with seniority procedures.

|





**Letter of Understanding – #1  
Grievance Hearings**

October 1, 2012

~~September 28, 2009~~

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This is to confirm the understanding reached during the recently completed negotiations regarding time spent in grievance hearings by Union Officers and Chief Stewards.

When a Union official or Chief Steward is initially requested on a grievance signed by an employee on the same shift and subsequently the employee is moved to another shift, the Union representative will be allowed to attend necessary grievance hearings under the following conditions where practicable to do so.

1. The Company will change scheduled hours for officers and Chief Stewards on the date of the hearing.
2. The Company will change scheduled hours for the aggrieved employee on the date of the hearing.
3. Where it is not possible to reschedule the Officer's or Chief Steward's scheduled hours, such time spent by them attending hearings will be compensated.

Sincerely,

\_\_\_\_Gregg Maurer

GM/dc

**Letter of Understanding – #2**  
**Pension Plan – Union Officers and Staff Representatives**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

Subject to approval by the Internal Revenue Service, the Company agrees to add the following language to the Carrier Corporation hourly employees' Pension Plan (Article XXVII, Section 3(K), Pensions):

Union officers and staff representatives (i.e., President, Vice President, Business Manager, Financial Secretary, Recording Secretary and Treasurer) shall receive full pension credit even though they do not have 800 pay hours or more, as provided in Article XXVII, Section 3(C).

Any employee serving as a full-time Union Officer or Business Manager of the Local Union and who is on a leave of absence from Carrier Corporation for the period of time, such employee is serving as a full-time Union Officer or Business Manager, said employee will not be penalized economically in any manner relative to pension benefits. The employee will receive the same amount of pension benefits (monies) as if the employee had continued working in the plant. The employee's pension will not be computed on the amount of money per hour received when the employee went on leave of absence, but will be computed on the amount of money per hour received had the employee continued to work in the plant, same job code, classification and work group, and receive the benefits of the negotiated general wage increases, cost of living, etc.

Sincerely,

Gregg Maurer

GM/dc

**Letter of Understanding – #3  
Seniority – Maintenance Tradesmen Off-Job**

October 1, 2012

~~September 28, 2009~~

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This will confirm our discussion concerning Article XXII, Seniority, Section 1 (H) (off-job status) as used in conjunction with the provisions of Article V, Section 4. The Company agrees to cover employees covered by Article V, Section 4 (Maintenance Tradesperson) under the off-job definition in effect prior to the definition change made in 1971 contract negotiations.

Also, the Company agrees to cover these maintenance tradespersons off-job due to their option cards.

Sincerely,

           Gregg Maurer

GM/dc

**Letter of Understanding – #45  
Overtime Distribution Procedures**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This will confirm our discussions during the recently completed negotiations concerning overtime distribution procedures:

1. During the months June, July and August, the Company will not schedule an employee to work more than two (2) consecutive Saturdays. At other times during the year, this limitation will be three (3) consecutive Saturdays.
2. Where the Company schedules the first shift for four (4) days at ten (10) hours per day starting at 5:30 a.m., the days to be scheduled will be Tuesday through Friday.

Sincerely,

\_\_\_\_Gregg Maurer

GM/dc

**Letter of Understanding – #56  
Asbestos Medical Monitoring Program**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This will confirm our discussions during the recently completed negotiations concerning an Asbestos Medical Monitoring Program. Through cooperative exchange of information and experience between members of Sheet Metal Workers' Local 58 and representatives of Carrier Corporation, an Asbestos Medical Monitoring Program will be developed and delivered for the purpose of providing health assurance information to individual employees who may be at increased risk of exposure to asbestos.

**I. Union and Company Participants**

The following representatives from the Union and the Company are contemplated:

1. Company Director of Environmental and Health Services.
2. Company Medical Director.
3. Union Environmental Health and Safety Specialist.
4. Other designated Union representative.

Other Carrier employees may be utilized by the Company or the Union to assist in gathering required information.

**II. Exposure Selection Criteria**

It is understood that the Asbestos Medical Monitoring Program is to be focused on those employees who, due to their duties, may be at significantly increased risk of exposure to asbestos. An example of such a group of employees are those employed in the Powerhouse where, due to the presence of asbestos insulating material and the employees' daily proximity to the asbestos, significantly increased risk of exposure to asbestos is possible.

**III. Medical Selection and Monitoring Criteria**

Recognizing that the health effects of exposure to asbestos commonly take twenty (20) to thirty (30) years to appear, it is appropriate that the Union and the Company select a minimum length of employment criteria for inclusion of an individual in the Asbestos Medical Monitoring Program.

The following Asbestos Medical Monitoring Program components are suggested as being appropriate for consideration:

1. Training regarding asbestos hazards and protective measures, and the components of the Asbestos Medical Monitoring Program.
2. Collection of a relevant Medical History.
3. Performance of appropriate Lung Function Tests on a frequency to be determined.
4. Collection and qualified reading of appropriate chest X-ray information on a frequency to be determined.
5. Appropriate explanation and counseling regarding medical findings with the individual employees included in the program.

It is understood that the Asbestos Medical Monitoring Program is a voluntary and cooperative effort which, following the initial set of medical services, will require the included employees to arrange with the Medical Department for follow-up exams on the frequency which has been designated by the Union and the Company.

#### **IV. Continuation of Cooperative Understanding Between the Union and the Company**

Should either the Union or the Company feel that the cooperative intent of this agreement has been broken, either party may unilaterally terminate this understanding upon written notice.

Sincerely,

\_\_\_\_Gregg Maurer

GM/dc

**Letter of Understanding – #~~67~~**  
**Lost Time Program**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This will confirm the continuation of the Company's lost time program to address excessive absenteeism caused by repeated medical leaves of absence such as to make the employee unavailable for regular full-time employment. This procedure will involve two (2) warning notices and, if the lost time is not corrected to an acceptable level, the employee may be terminated. Such terminations are deemed to be nondisciplinary terminations.

Sincerely,

\_\_\_\_Gregg Maurer

GM/dc

**Letter of Understanding – #78  
Shift Start Times**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This letter will serve to confirm our understanding reached during the 1994 negotiations regarding starting times for normal eight (8) hour shifts.

The normal shift starting times for plant operations shall be 7:30 A.M. for the first shift, 4:00 P.M. for the second shift and 11:00 P.M. for the third shift.

It is recognized and agreed by the parties that different starting times are and will be necessary. The Company shall have the right to temporarily change starting times for individuals, job codes, work groups, departments, areas of the plant or seniority units to meet production requirements. Notification for such changes will be consistent with the provisions of Article IX, Section 4, and Letter of Understanding #45 – Overtime Distribution Procedures.

Any permanent changes in normal shift starting times will be effective upon mutual agreement of the parties.

Sincerely,

Gregg Maurer

GM/dc



**Letter of Understanding – #89  
Overtime – Payment for Bypass**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This letter will serve to confirm our understanding reached during the 1994 negotiations.

In the event of an overtime bypass when assigning overtime within job code, work group and shift the  
-Company will compensate the bypassed employee(s) for the hours as if the employee had worked the  
-overtime opportunity and this time will be credited as time worked on the overtime records under the  
following conditions:

1. The overtime distribution is correctly challenged by an affected employee(s) or Union representative prior to the overtime opportunity and the distribution of overtime is not corrected. Employees who are within the fourteen (14) hour limitation and where the revised work schedule has been noted do not constitute a correct challenge.
2. The overtime distribution is correctly challenged by an affected employee(s) or Union representative after the overtime is worked and it is verified the supervisor failed to comply with the provisions of Article IX, Section 4 on the posting of work schedules and/or Article IX, Section 10(D), paragraph 67 on the posting of overtime records.
3. The overtime within a job code in a work group and shift is offered outside the fourteen (14) hour limitation because the bypassed employee is not proficient to perform the work and no proficiency notice has been issued.

Only when the conditions cited in 1, 2 or 3 occur will an overtime bypass result in payment to the affected  
-employee(s). A "bypass" which results from borrowing for overtime, as provided in Article IX, Section 10 (G)  
-will not serve as the basis for any payment, providing the borrowed employee is within the fourteen (14) hour  
limitation in the employee's own work group, job code and shift.

Sincerely,

\_\_\_\_Gregg Maurer

GM/dc

**Letter of Understanding – #~~910~~  
Maintenance Skilled Trades Performing  
Disconnection of Equipment and Machinery**

October 1, 2012

~~September 28, 2009~~

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

The following represents the understanding reached during the 2003 negotiations regarding the disconnection of production equipment and machinery due to the planned elimination of all manufacturing at the Syracuse Campus.

The company agrees to have bargaining unit employees clean, electrically and mechanically disconnect all production machinery and equipment that is being removed from the Syracuse Campus. Should the company fail to do so the senior employees currently on layoff, who could perform the work, will be paid as if they worked.

Sincerely,

\_\_\_\_Gregg Maurer

GM/dc

**Letter of Understanding – #~~1011~~  
Perfect Attendance Program**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This is to confirm the understanding reached during recently completed contract negotiations regarding a Perfect Attendance Program that became effective January 1, 1989.

An employee will receive eight (8) hours of pay at the employee's wage rate for each half-year (Jan. 1 - June 30, July 1 - Dec. 31) of perfect attendance. To be eligible for this program, an employee must have been on the active payroll for the entire half-year.

Perfect attendance shall be defined as no absences, late clock-in or early clock-out during the entire half-year. However, absences caused by FMLA, paid holidays, jury duty or court summoned witness, short term military leave, vacation, temporary layoff, bereavement pay, volunteer emergency worker duty, Union Business, compensation hearings or volunteering to go home when asked shall not be considered as absences for determining eligibility under this program.

Payments earned under this program will be made no later than the first month following the half-year in which they are earned. Such payment will be made by separate check.

Sincerely,

          Gregg Maurer

GM/dc

**Letter of Understanding – #~~1142~~**  
**Powerhouse – Premium Pay**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This will confirm our discussion that the following employees will receive payment of twice their average hourly rate for all hours worked over ten (10) in any one (1) day. The following employees will be paid a swing shift premium of six percent (6%) to a maximum of \$.85 per hour worked. This will only apply when they work the continuous operations schedule as provided in Article IX, Section 9. This shall apply to all Powerhouse employees, Job Code 890B.

Sincerely,

          Gregg Maurer

GM/dc

**Letter of Understanding – #~~1213~~  
Continuous Operations Procedure**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This letter confirms our discussions concerning procedures associated with the fixed shift continuous operations work schedule.

1.      Twice per year employees working on the same work group and shift will be provided the opportunity by seniority to change crews.
2.      For purposes of overtime distribution and seniority, employees working the continuous operations work schedule will be considered in a different work group.
3.      In cases of temporary transfer from a conventional work schedule to a continuous operations schedule,      the premium pay provisions associated with the conventional work schedule will continue to apply. In the      reverse situation, the continuous operations premium pay provision will continue to apply.

Sincerely,

     Gregg Maurer

GM/dc

**Letter of Understanding – #1314  
Continuation of Work Assignments**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This is to confirm the understanding reached during recently completed contract negotiations regarding the following work assignments:

1.      Grounds care around the A & R building and TR-20.
2.      Maintain new plantings and ground cover on site.
3.      On site carpet cleaning.

The above work will continue to be performed by members of the bargaining unit.

Sincerely,

     Gregg Maurer

GM/dc

**Letter of Understanding – #1415  
Premium Pay – Shift Continuation**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This letter is to confirm the understanding reached during recently completed contract negotiations regarding payment of premium pay for employees who change shifts during their normal weekday work schedule:

1.     An employee who is requested by the Company to change shifts during the employee's normal work     schedule will be eligible for shift continuation if the shift change is scheduled to occur within a twenty-     four (24) hour period. An employee called back or scheduled to return to work on another shift within     twenty-four (24) hours of their last scheduled start time, will be paid the appropriate premium pay for the shift continuation.
2.     An employee who requests a shift change in their normal work schedule, regardless if it occurs within a     twenty-four (24) hour period, will not be eligible for premium pay due to shift continuation.

Premium pay for shift continuation will only apply to employees who begin their shift more than four (4) hours prior to the start of their normal work schedule.

Sincerely,

    Gregg Maurer

GM/dc

**Letter of Understanding – #~~1516~~**  
**Gender Designation**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This letter will confirm our understanding and agreement reached during our recently concluded contract negotiations concerning gender designations.

Where male gender designations such as "man", "he", "his" or "foreman" appear in the bargaining agreement, we will replace them with appropriate non-gender-specific designations, such as, but not limited to: "employee", "they", "one" or "immediate supervisor". The objective is to make the contract gender-neutral, while not changing the intent of the language.

Appropriate designations will appear in the printing of the new 2000-2003 bargaining agreement.

Sincerely,

\_\_\_\_Gregg Maurer

GM/dc



**Letter of Understanding – #~~1617~~**  
**HMO Offering**

October 1, 2012

September 27, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers International Association  
Local Union No. 58  
301 Pulaski St.  
Syracuse, NY 13204

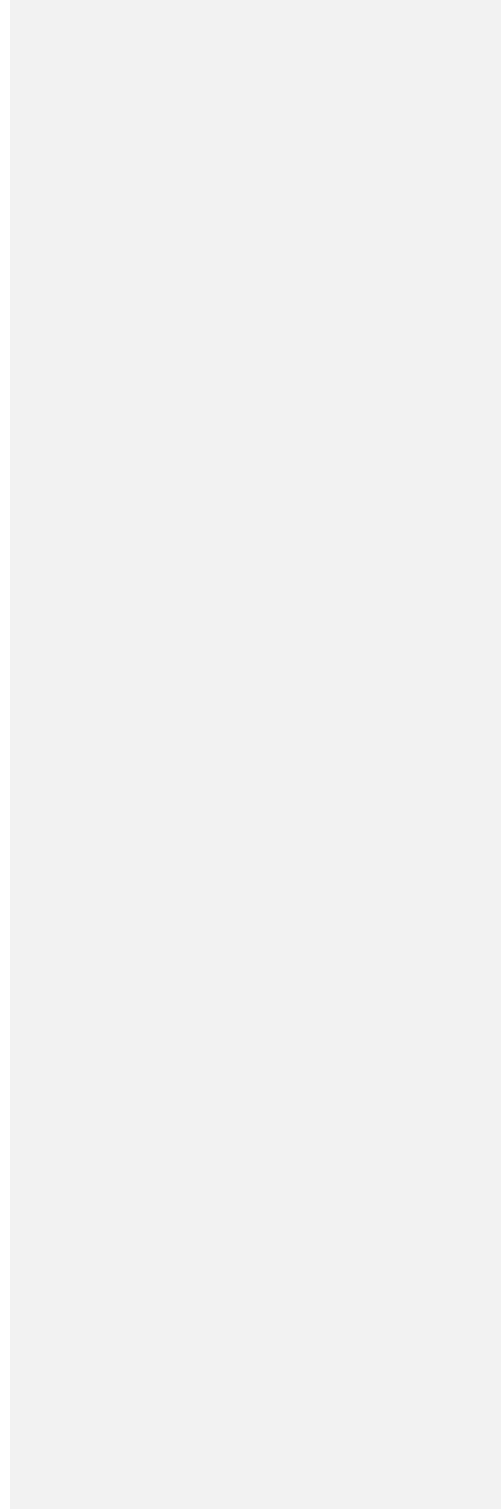
Dear Mr. Castrello:

The Company and the Union have agreed under the terms of this letter that employees covered by our agreement could elect to enroll in MVP an alternate medical plan option (HMO) other than the Company sponsored national plans, subject to the following conditions:

- A. Effective January 1, 2013 (annual enrollment in November 2012) if an employee elects to enroll in MVP, the employee will pay a weekly contribution subject to the following requirements:
- -The minimum weekly contribution for MVP will never be less than the contributions for the Company's BYO 1+1 Medical and prescription plan:
  - -Contributions effective in the first payroll period of 2013 remain unchanged through 2013
  - -New contribution levels for the Company sponsored medical and prescription plans are listed in Article XXVI Section 2
  - The cost to the Company of the HMO will be equal to that of BYO 1+1.- Therefore, the weekly employee contribution for MVP will be equal to the difference between company's premium contribution for the BYO 1+1 medical and prescription plan and MVP's premium, plus the employee contribution for BYO 1+1. If any employee's weekly wages are insufficient to collect the required contributions, the uncollected contributions will be accumulated and subsequently deducted from future wages until they have been fully collected.
- B. ~~B.~~—There will be an annual open enrollment period once each year at which time eligible employees will be allowed a choice among the Company sponsored medical plans and MVP. With the exception of certain employee life status changes, or the cancellation or withdrawal of any alternate plan option, once an election has been made or the open enrollment period has expired, no change may be made until the next open enrollment period.
- C. ~~C.~~—An open enrollment period will be scheduled during November 2012, during which employees may choose Anthem or MVP as an alternative choice to the company medical plans for the 2013 plan year. Elections will become effective January 1, 2013.
- D. ~~D.~~—MVP will not be an option for 2014 unless at least thirty (30) employees select MVP for coverage in 2013.
- E. ~~E.~~—MVP will not be provided as an option in 2015.

Sincerely,  
Gregg Maurer

[GMGM](#)/dc



**Letter of Understanding – #1719  
Supplemental Worker Program**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This letter will confirm the agreement reached during the 2006 negotiations regarding establishing a Supplemental Worker Program under the following terms and conditions:

- There is a need to recall or hire (new) up to 10 employees for TR2 or 8 employees for TR19.
- Such assignments may be made starting May 1st with employment ending by September 30th of the calendar year. A first group of supplemental workers may be assigned for up to ninety (90) calendar days, a second group may be used for the next sixty (60) calendar days if the requirement still exists.
- In order to implement and maintain supplemental workers, overtime will be offered to current employees in each building based on historical overtime patterns. If such work levels are not sustainable on a continual basis then such workers assignments will be released; unless the interruption is for no more than one week during a given 90 or 60 day period.
- Overtime will not be offered to supplemental employees until all employees in the department and shift have been asked.
- Laid off employees on the recall list will be given the first opportunity to fill such positions under the following procedures:
  1.    Employees will be solicited in seniority order off the layoff list.
  2.    Those who refuse will not lose their recall rights.
  3.    Those who accept will normally be assigned to the off shifts and returned to layoff status at the end of their assignment and re-establish their layoff date. If a need exists to assign to the first shift, then the Company will work out a mutually acceptable arrangement with the Union.
  4.    The pay rate for recalled employees will be the top rate for the 2908 job classification.
- There will be no job postings or subsequent bumping involved.
- Employees are expected to maintain good attendance.

- No employees recalled or hired under this letter are eligible for health insurance benefits and continuation outlined in Article XXVI section 3.
- Employees will not be eligible for vacation pay unless they worked the previous year as a regular employee or as a supplemental worker for a minimum of thirty days.
- All employees who accept a position in this program will sign a letter of agreement to the terms and conditions contained of this temporary assignment. Employees are limited to assignments(s) of no more than 90 calendar days per year.
- Any recalled or newly hired employee will pay any fees due the Union (dues, reinstatement, initiation, etc.) per the check-off system.
- This program will be reviewed the first Monday in November of each year by the Union Business Manager and a Carrier labor representative to review any issues or problems with the program. If resolution cannot be reached over such issues, then the Union may suspend the program in the building affected until the 2009 negotiations.

Sincerely,

\_\_\_\_Gregg Maurer

GM/dc

**Letter of Understanding – #1849  
Elimination of Retiree Health Insurance,  
Medicare Part “B” Reimbursement and  
Modification of “Lump Sum”**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers’ International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This letter will confirm the agreement reached during the 2003 negotiations concerning the elimination of the ~~company~~ subsidy for early retiree health insurance and will further confirm the agreement reached during the 1994 negotiations concerning the elimination of retiree health insurance, Medicare Part “B” reimbursement and modification of the “lump sum” pension plan distribution.

1.      The post-retirement medical plan was discontinued as a result of the 1994 negotiations and is no longer available to an employee retiring after July 1, 1995.

Effective July 1, 1995 the company’s early retiree medical plan was established with early retirees’ contributions for medical coverage being determined under the defined dollar benefit formula contained in that plan. The company agrees to continue the early retiree medical plan for employees who are eligible to retire under the terms of the pension plan referred to in Article XXVII of the Agreement. However, the company subsidy provided by the early retiree medical plan will be available only to employees who (1) terminate their employment prior to October 31, 2006 and (2) enroll in the retiree medical program no later than October 31, 2006. There will be no company subsidy for early retiree medical coverage for any employee who terminates his or her employment on or after October 31, 2006, nor for any retiree who has failed to enroll in the retiree medical program by October 31, 2006.

2.      Effective July 1, 1995, the Medicare Part “B” reimbursement for employees and spouse will be discontinued for an employee retiring after July 1, 1995.

The “lump sum” form of payment will not be applicable to pension credited service accrued on or after July 1, 1995. Employees hired on or after January 1, 1994 cannot accrue any pension credited service toward a “lump sum” form of payment under our pension plan.

Sincerely,

     Gregg Maurer

GM/dc

**Letter of Understanding – #~~1920~~**  
**Lump Sum Pension Benefit**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This will confirm the agreement reached concerning the lump sum pension benefit, during the negotiations for the 1994 - 1997 collective bargaining agreement.

All employees hired on or before December 31, 1993 who are entitled to a pension, are also entitled to the lump sum pension benefit option. Effective July 1, 1995, the lump sum eligible pension credited service will be frozen for those employees. Employees who select that option shall have it computed based on credited service earned up through June 30, 1995. For purposes of computing the lump sum amount, an employee will be considered to have earned credited service up through June 30, 1995 for each year of service with the company in accordance with Article XXVII, Section 3.

Example:

\_\_\_\_Initial service date: \_\_\_\_July 1, 1978

\_\_\_\_Last day worked: \_\_\_\_June 30, 2018

\_\_\_\_Total years of service: \_\_\_\_40 years

In this example, the employee has over 35 years of service, but under the plan as heretofore in place, only the last 35 years would be years of credited service. With this agreement, however, for purpose of the calculation of the number of years of credited service for computing the lump sum benefit payment option, the years of service from July 1, 1978 through June 30, 1995 will be considered as years of credited service under Article XXVII, Section 3. Therefore, this employee's lump sum amount will be figured based on 17 years of credited service from 1978 through June 30, 1995; and the remaining benefit will be based on the last 18 years of service through June 30, 2018.

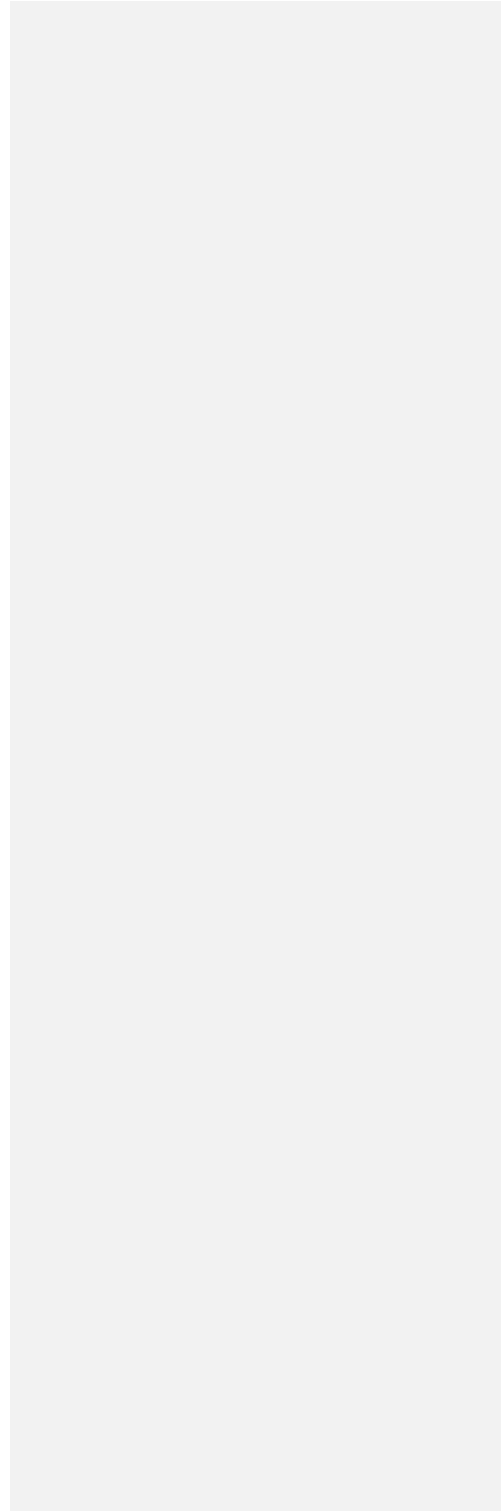
It is also agreed that the last sentence of Article XXVII, Section 1 shall read "...specifically revised in accordance with this Article and Letter of Understanding #~~1920~~."

This agreement shall not prejudice either party's position before the NLRB or the courts in NLRB Case 3-CA-17827.

Sincerely,

\_\_\_\_Gregg Maurer

GM/dc



**Letter of Understanding – #~~2021~~  
Employee Involvement**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

Both the Union and the Company recognize that continuous improvements and cooperative efforts are necessary to enhance the ability of the Syracuse operations to effectively compete. In this regard, the parties agree that employee involvement, including participation in teams, is essential.

The guiding principle of this Letter of Understanding is to advance the interests of our customers and to recognize the workforce as a competitive advantage through its productivity, workmanship and quality.

Sincerely,

\_\_\_\_Gregg Maurer

GM/dc



**Letter of Understanding – #[2122](#)  
Health Care Legislation**

[October 1, 2012](#)

[September 28, 2009](#)

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This will confirm the understanding and agreement reached at our recent contract negotiations between the Company and Local 58 concerning State or Federally legislated Health Insurance.

The parties recognize the possibility that state or federal legislation providing for benefits which are duplicated, are in addition to, or in excess of, those specified in this agreement could be enacted and become effective during the term of this agreement or any extension thereof. In that event, the benefits provided in this agreement will be modified through negotiations between the Company and the Union to the end that, insofar as permitted by law, the cost of benefits provided at the Company's expense (1) through this agreement, (2) through state or federal taxes, premiums or other costs imposed on the Company by such new legislation, or (3) any combination thereof, will be no different than such costs would have been had such legislation not been enacted.

Sincerely,

           Gregg Maurer

GM/dc

**Letter of Understanding – #~~2223~~**  
**Warehousing and Packaging Operations**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This letter confirms our understanding reached during the recently concluded 2003 negotiations regarding current and future warehousing operations at Carrier facilities in Syracuse. This understanding replaces the Agreement reached between the parties on November 6, 1999, which expires as of November 2, 2003.

1. A single "Warehouse" job classification with responsibility for all warehousing and packaging operations will remain in effect. This job classification is established as a Labor Grade 8 (Job Code 2908) and will be paid per the wage tables in the contract.

Any general wage increases negotiated during the term of this collective bargaining agreement will be applied to these progression rates, but the labor grade will remain unchanged.

Employees hired into this job classification will be paid in accordance with the rate progression tables in Article X of this agreement.

Current employees who are recalled from layoff into this job classification will be placed at a point along the above progression commensurate with their site seniority and in accordance with Article X, Section 2 of the collective bargaining agreement. Employees on layoff as of October 1, 2012 who are recalled into this classification will be placed at the top of the rate as outlined in Wage Table B.

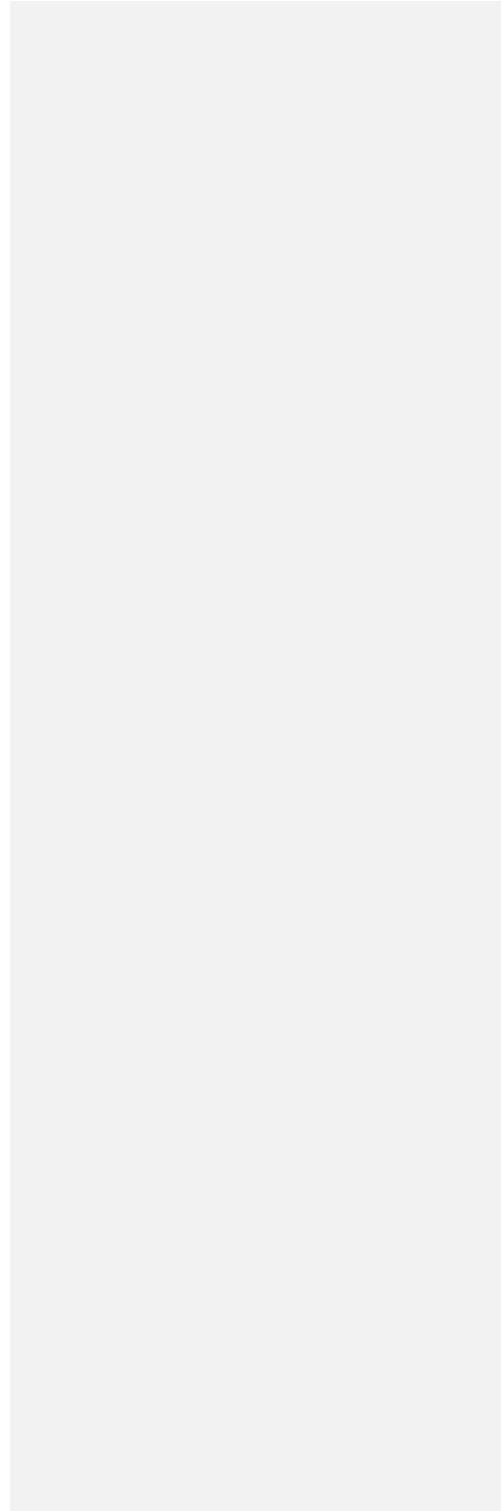
2. Employees in the "Warehouse" job classification reside in a separate Seniority Unit, W-1, designated for the current ~~TR-2 and~~ TR-19 warehousing and packaging operations.
3. "Warehouse" job classification vacancies are posted for bid in accordance with Article XXII, Section 5 of the collective bargaining agreement.
4. In the event of a layoff employees will not automatically bump into "Warehouse" positions. However, any employee laid off may, within the three (3) day notification period, claim a "warehouse" position in accordance with their seniority. The company will reinstate any employee exercising this option within two (2) calendar weeks after the effective date of their layoff.
5. It is recognized and agreed by the parties that different starting times are and will be necessary. The Company shall have the right to change starting times for individuals, job codes, work groups, departments and areas of the plant. Starting times for the W-1 seniority unit will be from 5:00 a.m. until 9:00 a.m. for the first shift and from 1:00 p.m. until 5:00 p.m. for the second shift. Starting times for the PPG warehouse will occur within the parameters outlined in Article XIII, Shift Premium. Notification of changes in starting

times for affected employees will be posted by the end of the shift on Thursday of the week prior to the week in which the change occurs.

Sincerely,

Gregg Maurer

[GM/dc](#)



**Letter of Understanding – #~~2324~~  
Sick or Personal Day**

October 1, 2012

~~September 28, 2009~~

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

This letter will serve to confirm our understanding reached during the recently concluded 2003 negotiations on the matter of paid sick or personal days. In the event of an eligible employee's absence from work because of non-occupational sickness or injury, he/she shall be entitled to paid time off during each year of continuous and active service as provided below. Such paid time off may also be used for personal reasons, once the employee has received his/her supervisor's approval (at least 24 hours in advance of the time off).

1. The period during which an employee shall be eligible for such paid time off shall begin on January 1 of each year and end on December 31 of the same year.
2. An employee actively in the employ of the Company as of October 1, 2012~~September 28, 2009~~ shall be eligible for two (2) days of paid time off for the calendar year starting January 1, 201~~30~~4, two (2) days of paid time off for the calendar year starting January 1, 201~~4~~4 and two (2) days of paid time off for the calendar year starting January 1, 201~~5~~2.

An employee hired on or after November 6, 2000 requires at least one (1) year of seniority as of January 1 of any given year in order to be eligible for paid time off during a calendar year.

3. The paid time off must be taken in a full day consisting of eight (8) hours in the regular work week as defined in Article IX, Section 1. Payment for the time off will be made at the employee's wage rate. An employee must designate the time-off day as a sick or personal day where he/she is requesting payment under this provision.
4. Each eligible employee shall be entitled to be paid for the sick or personal day if it has not been used by the end of the eligibility year providing:
  - A. The employee is on the active payroll or on authorized leave as of December 31st and
  - B. The employee has worked a minimum of 520 hours during the calendar year in which the sick or personal day was not utilized by the employee.

Payment for the unused sick or personal day will be made no later than January 31st of the following year. Payment for the unused day shall be at the employee's wage rate.

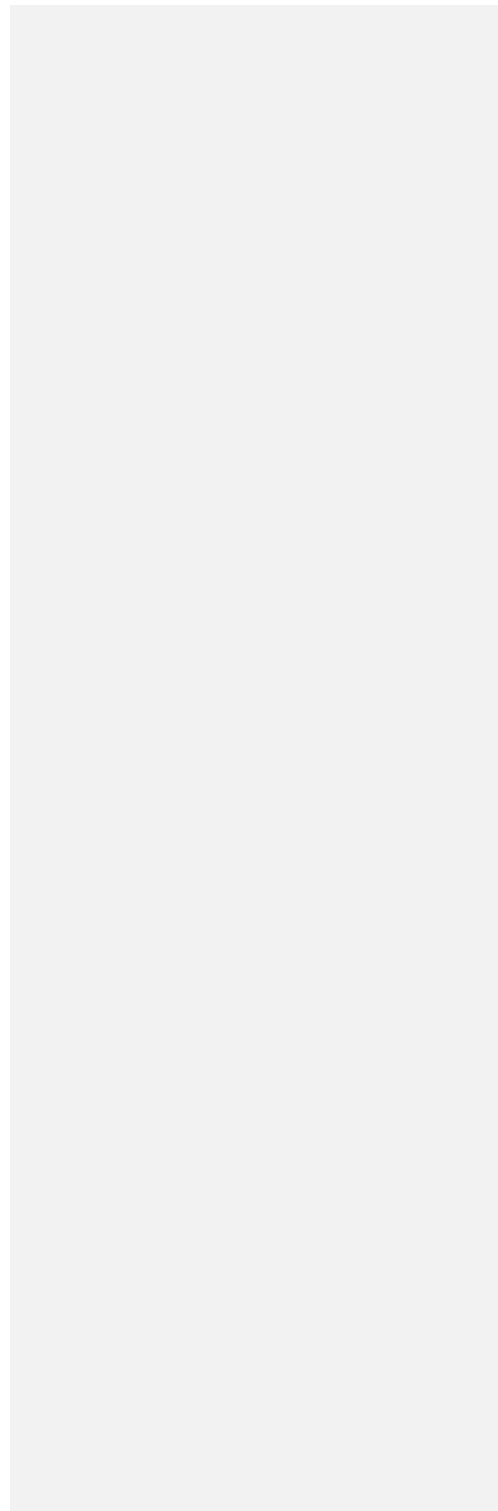
5. The Company may require verification acceptable to it in any case for which an employee requests payment for an absence due to sickness or injury.

- 6 Payment shall not be made for an absence due to illness or injury unless the employee claiming such payment shall have notified the Company within one (1) hour of the start of the employee's shift.
7. An employee who utilizes paid time off outlined in Letter of Understanding #[2324](#) will remain eligible to receive perfect attendance as described in Letter of Understanding #[1011](#).

Sincerely,

          Gregg Maurer

GM/dc



**Letter of Understanding – #2425  
Drug and Alcohol Screening**

October 1, 2012

September 28, 2009

Mr. Anthony Castrello, Business Manager  
Sheet Metal Workers' International Association  
Local Union No. 58  
301 Pulaski Street  
Syracuse, NY 13204

Dear Mr. Castrello:

Carrier and Local 58 are committed to ensuring a safe working environment for all employees and recognize their responsibility to assist employees in dealing with drug and/or alcohol problems. Carrier and Local 58 agree to form a joint labor management committee, including appropriate medical and EAP personnel. The purpose of this committee will be to select a lab(s) for initial and confirmation screening, and to participate in employee and supervisor training programs. After implementation the committee will continue to monitor the policy and address any complaints of protocol or abuses of the policy with the Manager, Syracuse Industrial Relations, the Business Manager, President, and Vice President of the Union. This policy will be implemented once appropriate education and training are provided to the workforce, supervision and Union officials but no sooner than July 1, 2001. After implementation of this policy the Company will assume sole responsibility for administration of this policy for day to day operation of this policy.

The Union EAP Liaison will review test results and applications of this policy.

As part of this commitment employees may be required to submit to drug/alcohol screening under scenarios 1 and 2 described below and subject to the process detailed in the Anti Drug/Alcohol Protocol:

1. An employee observed exhibiting a combination of characteristics leading to reasonable suspicion that the employee may be under the influence of drugs or alcohol by their supervision will:
  - A. The employee will be assessed by medical as to their fitness for duty.
  - B. If the employee is determined to exhibit specific ~~contemporaneous~~ ~~seen~~ ~~temporaneous~~ physical, behavioral, or performance indicators of probable drugs/alcohol the employee will be subject to alcohol/drug testing.

Reasonable suspicion that the employee may be under the influence of drugs or alcohol include: lack of balance: staggered walk, red, watery, glassy eyes; dilated or contracted pupils: disorientation; uncoordinated movement: impaired judgement; flushed face; slurred speech; detection of alcohol on their breath or possession of alcohol or drugs on the premises or determined to have been involved in an unsafe act or injured due an accident involving moving machinery.

When there is reasonable suspicion that an employee is under the influence of alcohol or illegal drugs while on duty the appropriate information will be gathered and provided to the union official. If the test above proves to be negative all information regarding the incident will be destroyed.

2. After an initial positive drug/alcohol test the employee will be subject to "Return-to-Duty" testing as described in the Anti Drug/Alcohol Protocol.

The procedures for fitness for duty and drug/alcohol testing are as follows:

- The employee has the right to have a Union representative present during the testing and when results are communicated and the employee will receive a copy of the test procedures and protocols including chain of custody requirements at the time testing occurs.
- Employee must sign a consent form before being required to produce specimens.
- A refusal to sign the consent form or submit a specimen will be considered a positive result.
- Employees are afforded the opportunity to disclose all prescription drugs and controlled substances they have used.
- A positive test will be subject to a confirmation test.
- The employee has the right to have a certified lab of his/her choice test the specimen sample tested by the Company's certified laboratory. If the test proves positive the employee will cover the cost of the test. If the test proves to be negative the Company will bear the cost of the test.
- If a confirmation test proves to be negative the positive test result will be removed from the employees record and medical file.

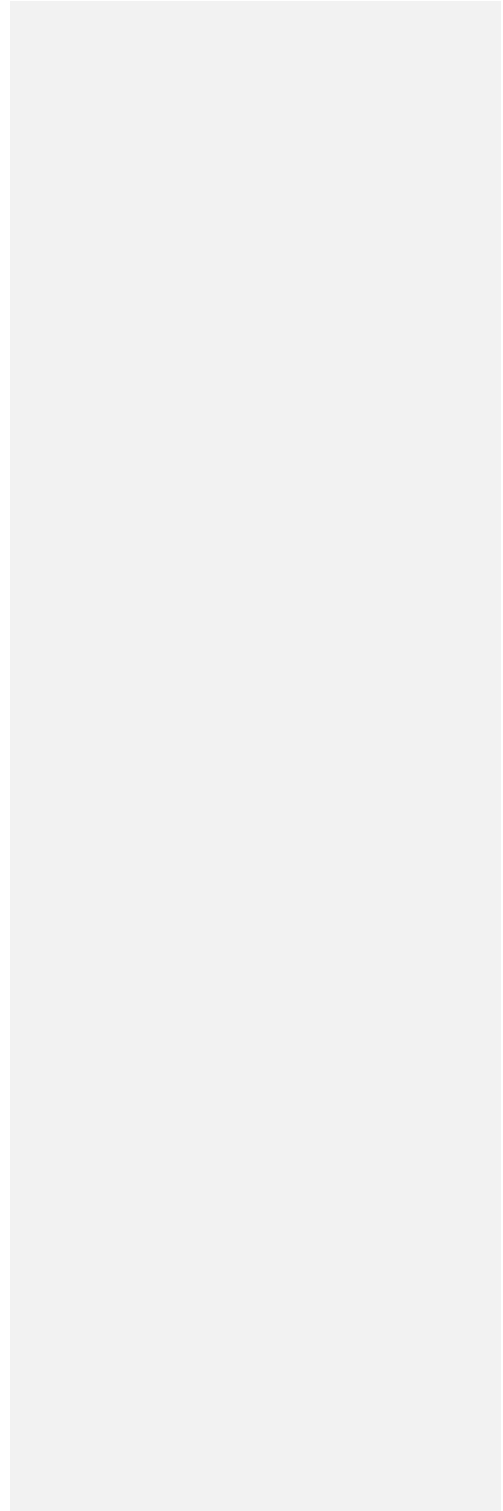
The following is an overview of the testing protocols. The full protocol will be provided to the employee at the time of testing.

- Screenings are done for eight drug groups and alcohol.
- Urinalysis screen is used for drugs and controlled substances.
- A breathalyzer or blood sample is used for alcohol screening.
- A negative finding indicates that the sample either contains no drugs/alcohol, or contains an amount below the cut-off level for a specific drug or alcohol.
- A positive finding indicates the sample contains an indicated amount at or above the cut-off level for drugs as specified in the protocol or alcohol as defined by the New York State limit for driving under the influence at the time of the test.
- Any employee tested is immediately deemed unfit for work and sent home with pay for that day (paid for the amount of scheduled day). The employee will remain out of work until the results of the testing are received. If the test results are negative the employee will be returned to work and be paid for time lost.
- If the test result is positive, the employee will be disciplined in accordance with the collective bargaining agreement and required to sign an agreement that requires evaluation by Carrier's Employee Assistance Program provider.
- Results of an employee's test results and consent and release forms become a part of the employee's medical file unless the test is negative which will result in the information being removed from the employee's files.
- Actions taken under this policy are to be dealt with in as strict of confidence as is reasonably possible. Information relevant to possible employee violation of the policy, results of testing and any follow-up actions required are shared on a need to know basis only.

Sincerely,

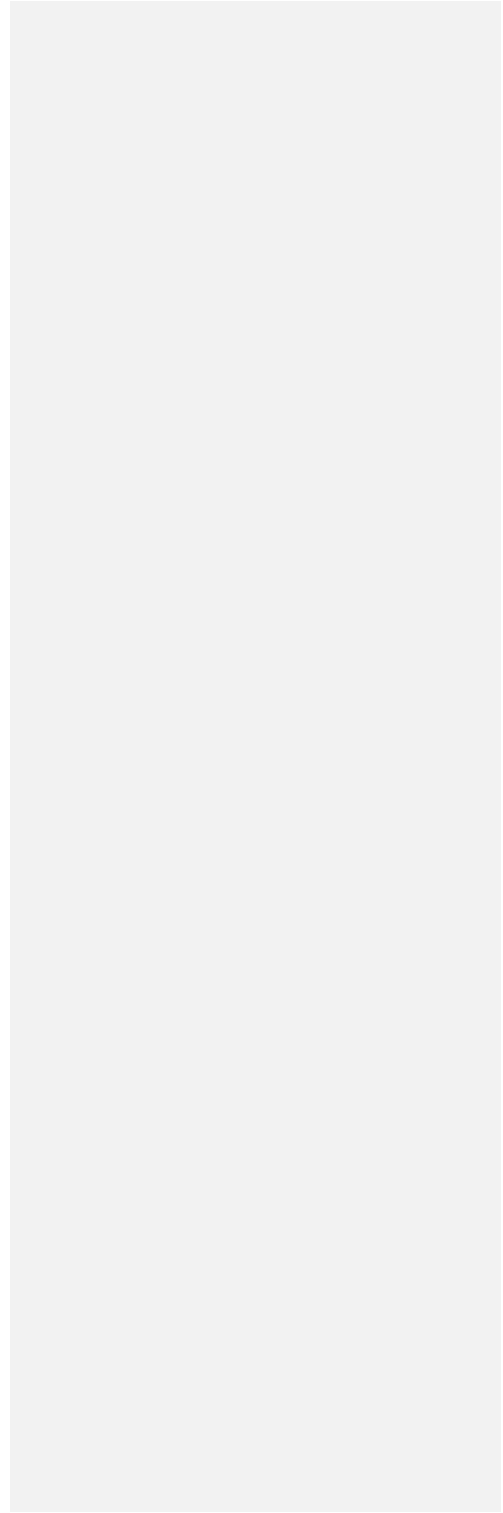
Gregg Maurer

GM/dc





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