

make recommendations to try and reduce the costs of health care. The Company retains the sole right to administer these programs as best fits the needs of both Company and employees.

To participate in the group health insurance plan, an employee must authorize payroll deduction for his or her portion of the applicable premiums.

An employee on leave of absence is responsible for the employee's portion of all premiums necessary to keep the employee's group health insurance in effect during the leave of absence. During the leave of absence, the employee's first payment is due on or before the last day of the month following the commencement of the leave of absence.

Subsequent payments during the leave of absence will be paid monthly and is due on or before the last day of each month.

Employees' on leave of absence who fails to make the required payment on or before the due date will cease to be covered by the group health insurance. Upon failure to pay the premium due, the loss of coverage will be treated as a qualifying event for all purposes under COBRA.

3.02 - Holidays

The Following days shall be considered holidays:

1. New Year's Day
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Day following Thanksgiving
7. Christmas Eve
8. Christmas Day

A. Eligibility

To be eligible for holiday pay, an employee must:

1. Be classified as a regular full-time employee
2. Have worked the full scheduled day before and the full scheduled day after unless employee has a prior approved scheduled vacation day
3. One emergency sick day or one bereavement day per year may be used to qualify for holiday pay.
4. Have successfully completed his/her probation period with the exception of Christmas Eve and Christmas Day.

B. Holiday Pay

Eligible employees working 8 hour shifts not required to work on the Holiday will be paid 8 hours at their base rate for each holiday.

Employees working 10 hours shifts will be given the option of choosing Holiday Pay in 8 hour or 10 hour increments. Eligible 10 hour shift employees choosing the 8 hour option who are not required to work on the Holiday will be paid 8 hours at their base rate. Eligible 10 hour shift employees choosing the 10 hour option who are not required to work on the Holiday will be paid 10 hours at their base rate, provided the Holiday occurs on a regularly scheduled work day. Employees choosing the 10 hour Holiday Pay option will receive no Holiday Pay for Holiday(s) occurring on the employee's scheduled day(s) off.

Employees must elect their 8 or 10 hour Holiday Pay option by December 1, 2020, for the term of the Labor Agreement. Holiday Pay option will become effective on January 1, 2021, and cannot be changed until December 31 of the year of the contract's expiration.

Any employee who is required to work on a Holiday will be paid 1-1/2 times their base rate or may receive another day off in lieu of Holiday Pay. Holiday Pay will be considered as time worked in computing the work week of an employee.

C. Other

When a holiday falls on a weekend, a decision by the Company will be published as to the disposition of the holiday. When a holiday falls within an employee's vacation, he/she will be paid for an extra day. When Christmas Day falls on Thursday, the Company agrees to change the Wednesday Christmas Eve holiday to Friday.

3.03 - Vacations

All regular full-time employees are eligible for 40 hours paid vacation upon their first year hire anniversary providing they have worked 80 hours the previous 12-month period. On January 1, following the employee's first year hire anniversary, the employee will be eligible for 40 hours paid vacation provided they have worked 80 hours during the previous 12-month period. An additional 40 hours paid vacation is available on their second year hire anniversary date, provided they have worked 80 hours during the preceding 12-month period. On each subsequent January 1, employees with two years' service will receive 80 hours paid vacation providing they have worked 80 hours during the previous 12-month period.

Vacations are based on length of service as follows:

One year - 40 hours

Two years - 80 hours

Vacation time shall be considered as hours worked for the computation of mandatory overtime. Vacation time shall not be considered as overtime for hours worked for the computation of voluntary overtime.

- a) **Voluntary Overtime - Overtime completed hours worked at the discretion of the employee.**
- b) **Mandatory Overtime - Overtime completed hours worked at the requirement of management.**

Vacation must be taken in the year they are earned. There can be no carry over into the following year. The only exception is an employee who is not eligible for a vacation until after October 1st. In this case, the vacation can be carried over, but no later than October 1st of the following year.

Vacation may be taken on a single day basis or up to 80 consecutive hours (if the employee has the hours available) and if the work schedule permits. Employees will be allowed to take vacation days in half day increments if the work schedule permits and with the immediate Supervisor's prior approval. Vacation may be taken for FMLA in one minute increments. If employees have no sick leave hours available, then up to 40 hours of vacation time will run concurrent with family medical leave. Employees may apply any additional vacation towards FMLA at their discretion. If an employee has less than 1/2 day vacation as of December 31st in the year which the vacation was earned, the employee shall be paid for the balance of their vacation time at their current base rate of pay.

Employees must designate, prior to taking their first vacation day of a given year, whether their vacation time will be taken in 8 or 10 hour increments. All vacation time for a given year must be taken in the same hourly increment. The mixing of 8 and 10 hour vacation increments will not be permitted.

The Company will offer vacation schedule no later than November 1st for the following year. Department schedules will be offered to employees in line of seniority. If vacation is taken on a daily basis, vacation pay will be included in the regular pay check.

No striking employee will be eligible for vacation during a strike. In the event a strike prevents an employee from using their vacation during the year it was earned, an exception will be made to allow the returning striker to use the vacation in the subsequent year or if he/she elects, exchange vacation for wages.

3.04 - Sick Pay Benefits

Employees working 8 hour shifts will accrue 4 sick hours for every 180 hours paid. Employees working 10 hour shifts will accrue 5 sick hours for every 225 hours paid. Sick hours must be taken in a minimum of 2 hour increments. Sick hours taken for purposes of FMLA may be taken in minute increments consistent with the employee's FMLA time off.

Employees with five years or more of service who use their accumulated sick hours for a catastrophic illness covering a period of fifteen working days, may regain the accumulated sick hours at an accelerated rate. For employees working 8 hour shifts, 8 sick hours will be accumulated for every 180 hours paid, until total sick benefits used during that one illness have been regained. Employees working 10 hour shifts will accumulate 10 sick hours for every 225 hours paid.

At the end of each calendar year, any sick hours in excess of 20 may be exchanged for wages at the employees' current base wage scale. Provided employees elect this option, it will be distributed on the first paycheck in December of the same calendar year. Employees who have had no more than two (2) absences and no more than fifteen (15) tardies/times-missed will accumulate an additional ten (10) sick hours for that year.

On the effective date of resignation or termination, accumulated sick pay will be exchanged for wages at the employee's current base wage scale.

Sick time shall be considered as time worked for the computation of mandatory overtime. Sick time shall not be considered as time worked for the computation of voluntary overtime.

- a) **Voluntary Overtime - Overtime completed hours worked at the discretion of the employee.**
- b) **Mandatory Overtime - Overtime completed hours worked at the requirement of management.**

3.05 - Life Insurance

The Company will maintain life insurance coverage for each employee under Blue Cross Blue Shield G25386-3 (Policy) during the term of the Labor Agreement. The Policy will have a maximum benefit of \$15,000 through 69 years of age. Employees aged 70 and over will have diminished limits based upon the Policy's historical age restrictions. In addition, retired employees with 20 years or more service will receive Policy coverage for a period not to exceed 2 years from the date of resignation.

ARTICLE 4 HOURS OF WORK AND OVERTIME

4.01 - Scheduled Hours

Hours are generally defined to be hours worked between eight (8) A.M. to five (5) P.M.

- A. **Normal Work Week - A normal work week is defined as forty (40) hours beginning at 12:01 A.M. Saturday morning and ending at 12:00 P.M. the following Friday night.**

4.02 - Overtime

When an employee is required to work overtime, he/she will be paid for all hours worked in excess of forty (40) within a normal work week at the rate of 1 1/2 times his/her base rate of pay. Proper notification of at least two (2) hours will be given before scheduling an employee to work overtime. All overtime must be approved by the immediate supervisor prior to being worked.

- a) **Voluntary Overtime - Overtime completed hours worked at the discretion of the employee.**
- b) **Mandatory Overtime - Overtime completed hours worked at the requirement of management.**

4.03 - Show-Up Pay

When an employee shows up on time at the beginning of the scheduled work shift and work conditions are such that he/she cannot complete two (2) hours of service, he/she shall be given a full two (2) hours pay.

4.04 - Shift Differential

Any employee who is assigned to a shift beginning before 6:00 AM or ending after 6:00 PM shall receive an additional thirty-five (35) cents per hour added to the base rate.

4.05 - Shifts

The company reserves the right to establish shifts and to assign the appropriate hours.

4.06 - Breaks

Employees working eight hour shifts will be allowed one (1) ten minute and one (1) fifteen minute paid break per shift. Employees working ten hour shifts will be allowed two (2) fifteen minute paid breaks per shift. An additional 15-minute break will be allowed if employees are required to work 12 hours or more hours.

4.07 - Hazard Pay

At its sole discretion, Company may invoke hazard pay incentive to classifications designated by the Company based upon needs of the business, qualifications, work history and seniority. Hazard pay will be 14% above the then base wage rate of the classification(s) so identified.

The duration of time Hazard Pay applies to the identified classifications is at the sole discretion of Company, however once invoked will apply for a minimum of the workers normal daily shift.

**ARTICLE 5
SENIORITY**

5.01 - Computation of Seniority

Total company seniority for any employee shall be determined from the date of last employment or adjusted date of employment, whichever applies.

A. **Tie Breaker** - When employees have the same date of employment, the Company will use a common method for determining seniority. The last four digits of the social security number will be used to break the tie in the date of last employment or adjusted date of employment, with the highest of the last four digits being the most senior.

5.02 - Application of Seniority

Seniority shall be one of the deciding factors insofar as the ability of the employee and the conditions of the business will permit in matters affecting assignment of working hours, vacations, voluntary and involuntary transfer, promotions, newly created jobs, requests for transfers to other jobs, layoffs and rehiring after layoffs.