

# COLLECTIVE BARGAINING AGREEMENT

*between*

DAIMLER TRUCKS  
NORTH AMERICA LLC,  
PORTLAND, OREGON



SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 49

*in effect from*

OCTOBER 29<sup>TH</sup>, 2016

— *through* —

OCTOBER 29<sup>TH</sup>, 2021

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# **AGREEMENT**

**Between**

**DAIMLER TRUCKS NORTH AMERICA LLC**

**And**

**SERVICE EMPLOYEES UNION, LOCAL NO. 49**

THIS AGREEMENT, made and entered into this 29th of October, 2016, by and between Daimler Trucks North America LLC, hereinafter designated as the "Company" and the SERVICE EMPLOYEES UNION, LOCAL NO. 49, hereinafter designated as the "Union," for the purpose of governing their mutual business relations by fixing the following scales of wages, schedules of hours, and regulations affecting the members of the organization of the Union, to wit:

## **ARTICLE 1 • EMPLOYMENT AND RECOGNITION**

**Section 1.** Employer recognizes the Union as the sole and exclusive bargaining agent for all Environmental Maintenance Technicians (EMTs) in Portland, Oregon at the Employer's Truck Manufacturing Plant at 6936 North Fathom, Portland and Parts Manufacturing Plant at 5400 North Basin Street.

### **Section 2.**

- (a) It shall be a condition of employment that all employees of the Employer covered by this Contract who are members of the Union in good standing on the effective date of this Contract shall remain members in good standing, and those who are not members on the effective date of this Contract shall immediately after the 31st day following the effective date of this Contract become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Contract and hired on or after its effective date shall immediately after the 31st day following the beginning of such employment become and remain members in good standing in the Union. The Employer agrees to notify the new applicants for employment and former employees returning to employment of this Contract and will notify the Union of new hires within five (5) days, giving the name and address of the employee and his job classification.
- (b) A member in good standing shall be defined as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.

**Section 3.** The Employer agrees to make payroll deductions of Union dues and initiation fees and COPE contributions upon written authorization from its employees. Such amounts are to be deducted on the payday immediately preceding the end of the calendar month, and the Employer will transmit to the Union the total amount deducted together with a list of the names of the employees from whose pay deductions were made and the amount deducted. The Employer will provide the Union with prompt notice of each hire and termination and, on a monthly basis in a mutually agreed upon electronic format, with the following information concerning each employee: name, social security number, date of hire, job classification, shift, worksite, hourly rate, address, and telephone number.

**Section 4.** The Employer, within three (3) working days after receipt of notice from the Union, will discharge any employee who is not in good standing in the Union as required by this Contract.

**Section 5.** The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities for damages or penalties that may arise out of, or by reason of any action that may be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

**Section 6.** Authorized business representatives of the Union shall have access to the plant during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Contract is being adhered to; providing, however, there is no interruption of the firm's work; provided further that such agent shall first notify, or cause to be notified, an appropriate supervisory person of his presence in the plant.

**Section 7.** The Employer may give the Union opportunity to refer suitable applicants for employment. The Employer shall not be required to hire those referred by the Union or any other specific source.

**Section 8.** The Employer at their Truck Manufacturing Plant and at the Parts Manufacturing Plant will provide a union bulletin board. Only Union authorized materials such as educational flyers, notices of meeting, union elections, and activities will be posted. No union materials posted will disparage the Employer, its product or management representative.

**Section 9.** The Union shall be entitled to withdraw one (1) full time (40 hours/week) employee for a Union leave of absence per calendar year. An employee on Union leave will continue to accrue seniority. The Union shall be responsible for paying the employee's wages and shall reimburse the Employer for accrual of vacation time and the pro-rata cost of health and welfare, dental, and pension plans. The Union shall give the Employer as much notice as possible, but no less than 10 days' notice of a Union leave of absence.

## ARTICLE 2 • SENIORITY

**Section 1.** An employee's seniority shall be computed from the time of his employment by the Employer in any capacity within the bargaining unit, except that a new employee shall be on probation for the first sixty (60) days of his employment. After sixty (60) days (or extension as noted below), a new employee shall be placed on the seniority list and given seniority rating as of the first day he was last hired by the Employer. Retention or termination of probationary employees shall be at the Employer's sole discretion and specifically excluded from the grievance procedure. It is understood that the probationary period will be automatically extended for all days of absence or transitional duty, separate or combined, that extend to five (5) or more days.

**Section 2.** Bargaining unit seniority shall prevail in reduction and restoration of forces as well as the assignment of work due to the reduction and restoration of forces, provided that the senior employees are capable of performing the work. Employees will have bumping rights to shifts. There shall be a seniority list at each plant.

**Section 3.** A seniority list for each plant by classification shall be prepared by the Employer for all employees covered by this Contract and posted on the bulletin board each three (3) months. In addition, a combined seniority list shall be furnished on request of the Union. Each seniority list shall include the classification of all employees covered by this Contract. The Union and each Shop Steward shall receive a copy of this list. The Union may post official notices on the bulletin board.

**Section 4.** Should any objections arise to seniority listing, such objections shall be made within thirty (30) days after posting the roster with the exception that any employee who is off work due to injury, illness, or layoff at the time of posting the roster shall have a 30-day period after returning to work to enter such objection.

**Section 5.** It shall be the responsibility of the employee to keep the Company and the Union informed of current address. During periods of layoff, the employee shall provide notice in writing of any change in address within five (5) days to both the Employer and Union. Failure on the part of the employee to keep the Company informed of his correct address releases the Company of any responsibility of any back pay liabilities for failure to be recalled by seniority. Upon proven notice of recall by letter or telephone, the employee shall report to work within five (5) working days. The five (5) working day provision may be waived upon reasonable and acceptable proof of failure to report to work, but not to exceed thirty (30) days, except for those employees on bona fide medical leave.

**Section 6.** An employee's seniority shall be determined by his total continuous service in the bargaining unit with the Employer. An employee's seniority shall be terminated as follows:

- (a) Upon termination.
- (b) After a continued absence of forty-eight (48) months from a layoff for lack of work or medical leave, personal or occupational.
- (c) Employees absent and unreported for three (3) working days shall be considered a voluntary termination unless a bona fide explanation mutually acceptable to the Union and the Employer can be given by the employee.

**Section 7.** Employees transferred or promoted to positions within the Company outside of the bargaining unit shall maintain their seniority status, but shall not accumulate additional seniority, for a period of two (2) years if they return to the bargaining unit during this period, provided they are in good standing with the Union at the time of promotion or transfer or remain in good standing with the Union during the two (2) year period; provided, however, that if the employee is transferred to a Company operation away from the Portland plant the two (2) year period shall be reduced to six (6) months.

**Section 8.** Alcoholism and drug abuse are recognized by the parties to be treatable conditions. Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this Agreement, the Company and the Union agree to cooperate at the plant level in encouraging employees afflicted with alcoholism or drug abuse to undergo a coordinated program directed to the objective of their rehabilitation.

In order to assist employees and to provide a safe working environment, the Company, in addition to the testing now being done for cause, may include a drug screen as part of the physical examination of employees recalled from layoff after absence from work in excess of 120 days. Such screen shall be done utilizing the most reliable procedures available and under the supervision of qualified medical personnel. Should an employee test positive as to any illegal drug and retest confirms the positive results, he shall be offered rehabilitation. All programs will be carried out with due regard to employees' right to privacy. The Company will not require employees to submit to random or blanket drug screening.

**Section 9.** Under normal circumstances, no transfers will take place without employees involved first receiving three (3) working days notice.

**Section 10.** An employee who has used seniority to transfer from plant to plant will be given a 10 day grace period to return to prior job. An employee may be returned by the Company within 30 days, if unable to perform in a satisfactory manner.

### **ARTICLE 3 • PROTECTION OF RIGHTS**

**Section 1.** No employee member of the bargaining unit who prior to the date of this Contract was receiving better working conditions or more than the wages designated in

this schedule contained herein for the class of work in which he was engaged shall suffer a reduction of wages or working conditions now being enjoyed because of the adoption of this Contract nor an increase in hours without a corresponding increase in pay.

**Section 2.** Nothing in this Contract shall be construed to prevent the Union from acting in conjunction with any affiliate of its International Union or to honor any picket line legally sanctioned by the Northwest Oregon Labor Council.

**Section 3.** The Employer will promote and is committed to a workplace atmosphere that provides openness and mutual respect for all its employees.

#### **ARTICLE 4 • HOURS OF WORK**

**Section 1.** Eight (8) hours shall constitute a day's work, to be worked during a period of eight and one-half (8-1/2) consecutive hours. Forty (40) hours shall constitute a week's work, to be in five (5) consecutive days, Monday through Friday. Effective July 1, 1995, graveyard shift will work seven (7) hours in a period of seven consecutive hours with a twenty (20) minute paid lunch period, but shall receive eight (8) hours' pay, with a shift premium as specified in Article 5, Section 10.

The Employer may establish Alternative Work Schedules based on business and Company needs. Any change must be negotiated and approved by the membership.

**Section 2.** If an employee elects to leave work before completing one (1) day's work and is given permission to do so, he shall be paid at the hourly rate for hours worked. All employees must eat meals on their own time, except for shifts with paid lunch periods, as set forth in Article 4, Section 1.

**Section 3.** All time worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week and on Saturdays or Sundays shall be considered overtime.

The first two (2) hours worked in excess of eight (8) hours Monday through Fridays shall be paid for at one and one-half (1-1/2) times the regular hourly rate, thereafter double the regular hourly rate of pay shall apply.

All hours worked on nonscheduled work Saturdays shall be paid for at the rate of double the hourly rate.

All hours worked on scheduled work Saturdays shall be paid for as follows:

First eight (8) hours -- time and one-half the regular hourly rate.

Thereafter -- double the regular hourly rate of pay.

The Employer may, by individual plant (TMP or TMP-2), schedule production Saturday work not more than once in any calendar month. All production Saturday work shall be scheduled for all employees covered by this Contract, such production Saturday work to

be scheduled and posted not later than 12:00 noon of the preceding Wednesday. This shall not be construed to mean that the Employer shall be precluded from assigning individual employees to overtime work on Saturdays, but shall mean that such individual overtime assignment for work on Saturdays shall be paid for at double the employee's regular hourly rate of pay.

Employees working overtime prior to or after the regular shift shall have a ten (10) minute break after two (2) hours of overtime or prior to two (2) hours of overtime.

**Section 4.** Sunday work shall be paid for at the rate of double time.

**Section 5.** Normally employees will not be required to perform work on Saturdays or Sundays against their wishes, subject to the provisions of Section 7 of this Article.

**Section 6.** There shall be no pyramiding of overtime.

**Section 7.** Overtime assignment during the week will first be offered to the person performing the job and next by seniority within classification, shift and plant.

Employees will be given the opportunity to sign up for weekend overtime each week, whether or not overtime is anticipated. Weekend and holiday overtime will be offered by rotation by classification, and plant from among the employees who have signed up that week. Employees volunteering for weekend overtime will be assigned to work the shift that they normally work during the week, if overtime during their normal shift is available. However, employees will not be held out of rotation due to lack of overtime on their shift; in this case they will be assigned to work on a different shift. Weekend overtime shall be offered as early as possible but not later than mid-shift on Friday. Next to other classifications by plant. Team Leaders shall not be held out of rotation for any reason.

If not enough volunteers are available in a given classification, employees working in the other classification will be given the opportunity to volunteer for weekend and holiday overtime, provided that they are capable of doing the work.

Team Leaders will assist in the scheduling of overtime.

In using the rotation system, an offer by the employer to work four (4) or more Saturday or Sunday overtime hours shall be considered the same as actual hours worked. Employees may be required to sign or initial a chart of overtime offered and/or worked.

Any employee reporting for weekend overtime work shall be given a minimum of six (6) hours' continuous work or six (6) hours' pay. If employees are given the option of clocking out before six (6) hours have been completed and choose to do so, they shall be paid for time worked only.

Employees scheduled to sixth or seventh day overtime assignments who fail to work such overtime assignments will be charged with an attendance infraction.

In the event of a misapplication or disagreement as to which employee in the EMT bargaining unit should have been assigned overtime after the work has been performed, the matter shall be adjusted through future overtime assignments. It is not intended that employees will receive pay for overtime hours not worked. However, if, after specific corrective action has been committed to by the Plant Manager, Personnel Manager or Designated Manager, the employee shall receive pay for hours not worked as specifically committed to.

**Section 8.** Assignments during a plant shutdown: Employees will be given the opportunity to sign up for available work during a plant shutdown, whether or not work during this time is anticipated. Work during a shutdown will be offered as early as possible, but no later than three working days before the shutdown takes effect. Work will be assigned by seniority within classification from among those who volunteered to work. If not enough volunteers are available, employees working in the other classification will be given the opportunity to volunteer, provided that they are capable of doing the work.

**Section 9. Make Up Time**

Make-up time will be granted for up to two (2) hours only. Make-up time will normally be granted for time lost due to emergencies, personal appointment, court appearances, and medical/dental appointments that cannot be scheduled during nonworking time. Repeated request (more than one in any 30 day period) will be closely scrutinized and will be denied if determined by the Company to be avoidable. Make-up time will be paid at the regular base rate plus any shift differential, if the employee's regular assigned shift requires such differential.

**Section 10. Mandatory overtime**

If production needs warrant, the Employer may utilize up to twenty-six (26) hours of mandatory overtime per month.

If overtime is required, the Employer will first seek volunteers in accordance with the collective bargaining agreement. If the Employer does not find a sufficient number of volunteers, employees may be mandated in the inverse order of seniority until a sufficient number has been achieved.

If daily overtime is scheduled, then cancelled by the Employer, the hours scheduled will count towards the twenty-six (26) hours of overtime per month.

Mandatory overtime of 26 hours a month is allowed as follows:

- (a) Limited to two (2) hours a day Monday-Friday only (excluding holidays).
- (b) Eight (8) hours of the 26 limited to plant-wide mandatory scheduled Saturdays, paid at the overtime rate of time and one-half and limited to a maximum of one

per month. Work shall be scheduled not later than noon of the preceding Wednesday.

- (c) Of the remaining eighteen (18) hours:
  - i. All eighteen (18) hours may be scheduled plant-wide Monday-Friday
  - ii. Up to ten (10) hours of the eighteen (18) hours may be scheduled Monday-Friday to mandate work in a work area when plant-wide overtime is not needed.
    - 1. The overtime will first be offered to the person performing the job.
    - 2. If that person declines the overtime, volunteers from both classifications will be offered the overtime in order of seniority, on the shift where the overtime is needed.
    - 3. If no employee from the shift where the overtime is needed volunteers, then the lowest-seniority person in the classification that performs the work, on the shift where the work is needed, will be assigned to perform the work.
- (d) If mandatory overtime is scheduled and then cancelled by the Employer, the hours scheduled will count towards the hours per month.
- (e) Employees will not be mandated to work Saturday if a vacation day, personal day or Union leave has been approved for them on the Friday preceding or Monday following the mandated work.

No single day vacations are allowed on Saturdays unless approved by management.

**Section 11.** The Company will provide employees with a minimum of two (2) weeks' notice prior to the elimination or creation of a shift.

**ARTICLE 5 • WAGES**

**Section 1.** The following regular wage scales shall apply:

*For employees hired before 10/29/2016:*

<u>11/20/2016</u>	<u>10/29/2017</u>	<u>10/28/2018</u>	<u>10/27/2019</u>	<u>10/25/2020</u>
\$23.52	\$24.02	\$24.52	\$25.17	\$25.87

*For employees hired on or after 10/29/2016*

Hire	\$15.00	24 months	\$17.00	48 months	\$19.00
12 months	\$16.00	36 months	\$18.00	60 months	\$21.00

Wage adjustments will be computed on the first (1st) day of the pay period following the calendar week in which the employee completed the six (6) month period.

Employees will receive credit for all service time on the active payroll of the Employer with respect to automatic progression schedules herein including layoffs or medical leaves of absence up to thirty (30) calendar days.

**Section 2.** Team leaders are to be designated by the Company and shall receive a premium of ten percent (10%) per hour more than those employees under their supervision.

**Section 3.** An employee regularly assigned to operate the compactor or power washer shall receive twenty-five (25) cents per hour in addition to his wage scale.

**Section 4.** Any classification or wage scale not listed herein shall be determined as the necessity may arise by negotiation between Union representatives and representatives of the Employer.

**Section 5.** Any employee reporting for duty as scheduled, waiting subject to orders and laid off, shall be allowed six (6) hours' pay unless notified on the previous day that there would be no work.

**Section 6.** An employee called back to work after completion of his regular workshift and the employee has left the Employer's premises, will be guaranteed four (4) hours' work at the applicable overtime rate.

**Section 7.** All employees shall be paid once a week.

**Section 8.** In the event of a plant or department shutdown due to an occasion of national or local significance which calls for a temporary shutdown, or due to an emergency beyond the Company's control, the Company shall not be liable for wages to any employee for the time lost. "Emergency" shall be defined as a situation resulting from causes such as fire, explosion, computer failure, power failure or act of God.

**Section 9.** Employees assigned to work the second and third workshifts will receive a premium of \$0.60 per hour for second shift and \$0.38 per hour for third shift.

Pay for time not worked, paid vacation, paid holidays and paid sick leave will be computed as follows: Day shift rate plus premium ( \$0.60\_ second shift and \$0.38 per hour for third shift times 8 hours).

Night shift premiums will be determined by the rate in effect on Monday of each workweek. For example: an employee who starts the workweek on second shift and is transferred to day shift on any following workday, including Saturday, will receive night shift premium.

**Section 11.** Whenever there are three (3) or more EMTs regularly assigned to a workshift, the Company shall designate one of them as Team Leader. If the regularly-assigned Team Leader is absent for more than four hours, the Company will designate a temporary Team Leader. In the event that the assigned Team Leader is absent for four hours or less of their shift, the company may choose at its discretion to designate a temporary Team Leader. In all cases, the Team Leader will be paid at the higher rate for all hours spent in the role of a Team Leader.

The duties of a Team Leader include, but are not limited to, safety instructions, training of employees, guiding employees in work related activities, assignment of work instructions relative to the use of tools of the trade, equipment and the work flow through the department; provided however, that this work is not assigned exclusively to the Team Leader and may be performed by other employees.

**Section 12.** Any employee required to appear as a witness subpoenaed by the Company or any other party to a legal proceeding to which the employee is not a party will receive paid time from work or straight-time pay as required to satisfy the subpoena.

## **ARTICLE 6 • HOLIDAYS**

### **Section 1.**

Recognized Holidays are:

- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving

In the 2016 – 2017 Contract Year, the Employer agrees to recognize December 23, 26, 27, 28, 29, 30 and January 2.

In the 2017 – 2018 Contract Year, the Employer agrees to recognize December 25, 26, 27, 28, 29 and January 1.

In the 2018 – 2019 Contract Year, the Employer agrees to recognize December 24, 25, 26, 26, 27, 31 and January 1.

In the 2019 – 2020 Contract Year, the Employer agrees to recognize December 23, 24, 25, 26, 27, 30 and January 1.

In the 2020 – 2021 Contract Year, the Employer agrees to recognize December 24, 25, 28, 29, 30, 31 and January 1.

A complete schedule of holidays is attached as Appendix C.

**Section 2.** Each employee with forty-five (45) or more days of employment covered by this Contract shall receive eight (8) times the regular day shift hourly rate on the above designated holidays upon which no work is performed, irrespective of the day upon which it may fall.

**Section 3.** To be eligible for holiday pay, the employee must work the last scheduled workday prior to and the next scheduled workday after the holiday, but an employee's failure to work on such prior or next- following scheduled workday shall be excused for this purpose if due to one of the following reasons:

- (a) A personal injury arising out of and in the course of employment with the Employer. Proof of disability is required.
- (b) Jury service.
- (c) Witness in court.
- (d) Scheduled vacation.
- (e) Bona fide illness (provided the employee works during the thirty (30) day period prior to the holiday). Proof of disability is required unless exempted by law.
- (f) A temporary layoff because of lack of work, providing such layoff is not in excess of thirty (30) days.
- (g) An indefinite layoff because of lack of work, within five (5) working days of a paid holiday.
- (h) On approved leave of absence in accordance with Article 15.
- (i) Involuntary call up of the employee's reserve unit for military active duty in the event of local or national emergency for the first 180 days.
- (j) Paid funeral leave.
- (k) Special hardship circumstances approved by the Employer.
- (l) Employees who retire within fifteen (15) days of the Christmas Shutdown will be eligible for holiday pay.

**Section 4.** Any employee who is eligible for holiday pay and who is required to work on one of the designated holidays shall receive additional double time pay.

**Section 5.** Any employee on leave of absence because of an occupational injury shall be entitled to holiday pay for those holidays specified herein which fall within the first thirty (30) days of authorized leave. An employee on occupational leave shall upon release from his doctor be reinstated to his former job if such job is available in accordance with his seniority rights.

**Section 6.** Employees who work at least five holidays during the Christmas shutdown, or the entire shutdown days offered, whichever is less, shall have two options.

- (a) Receive double time pay for all hours worked on the designated holiday, and holiday pay as described in Section two (2).
- (b) Receive double time pay for all hours worked on designated holiday, and defer holiday pay as described in Section two (2), with equivalent days off (in consecutive days) to a date selected by mutual agreement, within one (1) year of the holiday.

If option (b) is selected by the employee it shall be put in writing twenty- four (24) hours prior to the last day worked before the holiday, or upon request to work the holiday, whichever is closest to the holiday.

## **ARTICLE 7 • VACATIONS**

**Section 1.** Employees will be granted vacations of one (1) week after one (1) year of employment, two (2) weeks after two (2) years of employment, three (3) weeks after five (5) years of employment, four (4) weeks after fifteen (15) years of employment, five (5) weeks after twenty (20) years of employment, and six (6) weeks after twenty-five (25) years of employment.

**Section 2.** Each week of vacation pay will be based upon either one fifty- second (1/52) of an employee's gross earnings for the prior calendar year as shown on the employee's W-2 statement and computed at the time his vacation is taken OR where an employee has worked 1200 hours or more between his vacation anniversary dates, he shall receive forty (40) times his rate of pay in effect at the time his vacation is taken, including night shift differential if the employee is regularly assigned to the second or third shift, whichever is greater.

**Section 3.** An employee who has worked less than 1200 hours between vacation anniversary dates shall, for each week of vacation he is entitled to by reason of overall service, receive a pro rata vacation with pay in an amount equal to two percent (2%) of the employee's straight-time earnings including night shift differential, if any, during the year immediately preceding the vacation anniversary date upon which he becomes entitled to such vacation.

**Section 4.** If an employee is assigned a vacation week in which a paid holiday occurs, he shall receive eight (8) hours' holiday pay or have the option of an additional single day of vacation to be used within the single vacation day scheduling rules.

**Section 5.** Vacations should be taken within the year following the anniversary date of employment, however, vacation may carryover to the following year. Beginning on January 1, 2020, vacation carryover will be limited to a maximum of 480 hours (60 days) and employees will be paid the excess above the maximum immediately following the employee's anniversary date each year, in a separate payment from wages.

Vacations will be posted in each assigned work area. Vacations will be assigned according to seniority until a cutoff date of February 1. Any request after February 1 shall be on a first request basis.

**Section 6.** Single days of vacation will be paid at a rate of eight (8) times the employee's straight-time hourly rate plus shift premium, if applicable. Single days of vacation will be scheduled by mutual agreement between the employee and the Company. Single days of vacation will not take precedence over weekly scheduled or non-scheduled vacation periods. However, single days of vacation will be locked in, and will not be canceled due to full week vacation requests, one week in advance of the scheduled day of vacation. Further, if an employee schedules a week of vacation and this results in the "bumping" of another employee's single scheduled vacation day, the employee taking the week of vacation will not be permitted to cancel individual days of the vacation, except in the case of proven emergency. Requests for cancelation of single days, in this case, will be made to the HR department.

The allowable vacation amount will not be exceeded for any single day, except with supervisory approval.

Vacation requests must be made at least one (1) work day in advance of the day requested, except in the case of proven emergency. Requests that are not made at least one (1) work day in advance shall be made to and approved by the HR Dept.

**Section 7.** An employee who has been in the employ of the Employer for sixty (60) days and who is separated from the employ of the Employer prior to the completion of an anniversary year shall be entitled to pro rata vacation pay as follows:

2% of the employee's straight-time earnings since his last vacation anniversary date per week to which he is entitled had he completed the anniversary year.

**Section 8.** Employees shall, upon ten (10) working days' notice, be paid vacation pay on the last day worked before going on vacation, except during temporary layoffs.

**Section 9.** In the event of an indefinite layoff, employees will be paid for all accrued vacation. Upon recall from layoff employees will be allowed to schedule up to two (2) weeks' vacation without pay as indicated:

<u>NORMAL ENTITLEMENT</u>	<u>WITHOUT PAY</u>
1 Week	None
2 - 3 Weeks	1 Week
4 or More Weeks	2 Weeks

Scheduling unpaid vacation will be in accordance with other relevant provisions of this Article.

Upon written request of an employee who is indefinitely laid off, the Employer will defer payment of any or all accrued vacation for up to forty-eight (48) months following lay off. If the laid off employee subsequently requests any or all deferred vacation pay the Employer shall provide the payment at the next regular scheduled pay day.

**Section 10.** Employees will not be required to use vacation for their own serious health conditions that qualify for FMLA or OFLA absences. Employees on FMLA or OFLA leave who do not qualify for Short Term Disability, Long Term Disability, Workers Compensation or other paid leave will be required to use up to eighty (80) hours of accumulated sick leave annually.

**Section 11.** The Employer will allow a maximum of twelve percent (12%) of the employees (a minimum of two (2) employees in areas of eight (8) or more employees in each regular assigned work area on each shift) to take their vacation in any one (1) day.

**Section 12.** Effective July 1, 2011, vacation time cannot be borrowed ahead of the anniversary date award of vacation.

## **ARTICLE 8 • HEALTH AND SAFETY REGULATIONS**

**Section 1.** The Employer shall maintain clean and sanitary shops where employees work and provide proper shelter against the elements as well as safety measures as provided for in the Oregon Safety Code and/or Occupational Safety and Health Act. HBV shots shall be given to employees at employee's request.

### **Section 2. Rest Periods**

Except under emergency circumstances each employee will be given a ten (10) minute break on Company time once during each half shift. Employees working overtime prior to or after the regular shift shall have a ten (10) minute break after two (2) hours of overtime or prior to two (2) hours of overtime.

**Section 3.** The Employer will furnish protective boots to EMTs for work where caustic materials are present.

**Section 4.** The Union and Company are committed to continuously improve the Plant Health & Safety Programs with the long-term goal to achieve World Class Safety performance. The structure of the plant safety program will be maintained and evolved jointly by the Company and Union Safety Representative. The program will include:

- Equal representation of Union and Management at appropriate meetings.
- Union selection of union meeting representatives.
- Monthly meetings during regular business hours to find solutions to safety and health problems.
- Shared decision making on appropriate topics.
- Appropriate training plant-wide.
- Consideration of best practices.

For safety meetings not held during an employee representative’s shift, the Employer shall compensate the employee at straight time rate of pay (a minimum of two (2) hours).

Union Stewards from all shifts are eligible to attend a meeting for the purpose of selection of the Union Safety Representative and those stewards from second and third shifts shall be compensated for attending the meeting at their straight time rate of pay (a minimum of two (2) hours). The Union Safety Representative, which could be from any of the Unions, will have allocated time based on the following formula:

<u>Active Union Employees</u>	<u>Days Per Week</u>
001-150	1
151-300	2
301-450	3
451-600	4
601 or more	5

Subject to all other applicable contractual provisions and requirements.

Union Stewards shall be members of the Plant Safety Committee on their shift.

**Section 5.** Any employee assigned to work in the paint booth area (TMP) shall be given the Painters' physical examination. Any employee assigned to operate the pressure washer shall be assigned for no more than four (4) hours in a shift.

**Section 6.** The Company will provide coveralls and laundry service for all EMTs .

**Section 7.** The company will reimburse employees required to wear safety shoes \$120 per year. The company and union will select mutually agreeable safety shoe vendors.

**Section 8.** Employees required by the Company to report for job-related physical examinations shall be compensated for actual time utilized at straight time rate up to a maximum of 2 hours.

## **ARTICLE 9 • GRIEVANCE PROCEDURE**

**Section 1.** It is the intention of the parties hereto to submit all the disputes arising out of the terms of this Contract to the grievance procedure as outlined below. During the term of this Contract there shall not be a cessation of work on the part of the employees nor any lockout on the part of the Employer.

**Section 2.** Any employee or Union grievance must be submitted in writing and properly signed by the employee or Union official claiming to be aggrieved within fifteen (15) working days of the date upon which the event or events alleged to constitute the grievance were first known or should have been known to the employee or Union official; except that any grievance alleging unjustified termination or misapplication of layoff must be submitted within three (3) working days.

Where grievance handling activity occurs during regular working hours, the Shop Stewards will not lose pay. Where such activities extend beyond the regular working hours, overtime pay will be given upon prior consent of the Employer.

**Section 3.** In the event that the parties shall be unable to adjust any grievance or dispute arising under the terms of the Agreement, the following steps will be taken:

- Step 1. It shall be taken up between the Supervisor and the Shop Steward. The Supervisor shall give his written response to the Steward within two (2) working days. If no agreement can be reached, the Union may advance the grievance to Step 2 within two (2) working days.
- Step 2. It shall be taken up between the Labor Relations Specialist or Human Resources designee and the Union plant representative who shall use their best efforts to resolve the grievance or dispute. Either party may call plant employee witnesses to support their position. The Employer plant representative will give his written answer within five (5) working days. If no agreement can be reached, the Union may advance the grievance to Step 3 within five (5) working days by submitting written notification to the Plant HR Manager with a copy of the grievance.
- Step 3. A meeting will be scheduled within ten (10) working days between the appropriate Union representatives and the Plant HR Manager and other Company representatives. If no agreement is reached within ten (10) days then the grievance will be submitted to Step 4.

- Step 4. A meeting will be scheduled within fifteen (15) working days between the appropriate Union representatives and representatives from the Company Corporate Labor Relations staff.
- Step 5. If no agreement is reached within ten (10) working days, then the parties shall agree a panel of four, two selected by the Union, two selected by the Company, which will hear the grievance and render a decision within ten (10) working days of the closing of the panel hearing. The decision of the panel, being a majority, shall be binding upon the parties. The panel hearing may be waived by the Company or the Union by written notice to the other party at which time the grievance shall be moved to arbitration. The parties shall agree to arbitration by submitting the grievance to a third party and the decision of the third party shall be final and binding upon both parties. The third party shall be chosen mutually by the Employer and the Union.

In the event the Employer and the Union are unable to agree upon the selection of a third party within ten (10) working days from a written demand for arbitration, the office of the Federal Mediation and Conciliation Service shall be petitioned to submit a list of names of seven (7) proposed arbiters. The Employer and the Union shall each alternately strike from this list the names of the proposed arbiters, one at a time, until only one (1) name remains on the list. The name of the arbiter remaining on the list shall be deemed as accepted by both parties. The fees of the arbiter and the necessary expenses (exclusive of payment to witness) of any arbitration proceeding shall be born equally by the Employer and the Union except that each party shall pay the fees of its own counsel or representative. If an employee-witness is called by the Employer, the Employer will reimburse him for time lost. Non-employee witnesses will be compensated by the party requesting his appearance.

**Section 4.** It is understood that the Union will be the moving party in each step of the grievance procedure. Grievances not advanced to the next step within the time limits of this Article by the Union shall be considered withdrawn. Grievances not answered by the Company within the time limits of this Article shall be considered agreed to regarding the remedy requested. Such time limits may be waived by mutual consent of the Employer and the Union.

## **ARTICLE 10 • DISCHARGE AND DISCIPLINE**

**Section 1.** The Employer shall not discipline, discharge or suspend employees without just cause. Any claim that an employee has been disciplined, discharged or suspended without just cause may be made a subject of a grievance per Article 9.

**Section 2.** Copies of termination, suspension, or warning notices will be mailed immediately to the Local Union by the Employer.

**Section 3.** The Company will make a consistent effort to issue discipline in a timely manner. Warning letters issued for disciplinary purposes, exclusive of the Attendance Control Program, will not be used for progressive disciplinary purposes after six (6) months from the date of issue. The Company will retain warning letters issued to an employee in their permanent file indefinitely.

**Section 4. Drug and Alcohol Policy**

With regard to the Company's Drug and Alcohol Policy which allows for only one opportunity for treatment for a drug or alcohol dependency via a "last chance agreement", it is agreed between the parties that one additional treatment opportunity will be allowed under the following conditions:

1. The employee was a prior "last chance" participant who has satisfactorily completed the program and the agreement has been terminated;
2. The employee is not beyond Letter 1 for progressive discipline under the Attendance Control Program;
3. The employee is not otherwise subject to discipline under established standards of conduct, job performance, or other plant rule;
4. The employee signs and abides by a second "last chance agreement."

It is understood that an employee who fails to meet all of these conditions at the time a second treatment opportunity is requested or required will not qualify for the second opportunity and employment will be terminated for violation of Company policy.

**Section 5.** With regard to the Company's Drug and Alcohol Policy, an employee whose initial test result is positive may, within 15 days of notice to the employee that the initial result was positive, elect to have a confirmatory test performed on the sample, at the employee's expense, by a licensed testing facility of the employee's choice. If the employee elects such a test, the employer will arrange for delivery of the sample to the testing facility.

**ARTICLE 11 • HEALTH AND WELFARE**

**Section 1.** The Employer agrees to provide for benefits covering Medical, Surgical, Hospital, Disability Income, Vision and Prescription Drugs as negotiated. An outline of such benefits is set forth in Appendix A of this Agreement.

The Employer will maintain the cost of providing the level of benefits described in Appendix A during the life of this Agreement.

Effective October 29<sup>th</sup>, 2016 an employee Health and Welfare monthly premium shall be required as follows:

Active employees:

	10/29/2016	1/1/2017
Employee Only	\$50	\$65
Employee Plus One Dependent	\$110	\$130
Employee Plus Two or More Dependents	\$175	\$195

The premium payment shall be made by a weekly pre-tax payroll deduction.

**Section 2.** Same-Sex Domestic Partner Benefits- Effective January 1, 2008, same-sex domestic partners of employees will be eligible for dependent health and welfare benefits.

**Section 3.** Full time employees shall be eligible for medical plan coverage under all plans on the first day of the month after completion of thirty (30) days after hire. Employees recalled from layoff or returning from medical leave will be eligible for benefits the first of the calendar month following return to active employment. Where an employee is indefinitely laid off during a reduction in force and receives pro rata vacation in an amount that would provide eighty (80) or more hours in the next following month, coverage will be extended for one (1) month. The Employer will provide for a two (2) year waiver of premium for employees on occupational medical leave of absence.

**Section 4.** The Company will provide medical insurance at the same level of benefits\*, integrated with Medicare\*\*, as provided for active employees, except the Time Loss benefit, for Company retirees who were hired before July 1, 2004. Company retirees are defined as those employees who are eligible for retirement from the Company on or after July 1, 1988, normal, early or disability by the current provisions of the SEIU National Industry Pension Fund, and have at least ten (10) years of service with the Company. The Company will provide a waiver of premium for one (1) year following the death of retirees, for dependent spouse and children under 19 years of age.

Effective 7/1/2001 for future retirees, in the event of the death of an enrolled retiree whose spouse is at least 60 years old at time of death, medical coverage may be

continued at the same cost sharing percentage that was applied prior to the death of the retiree. Such coverage will be discontinued when the surviving spouse reaches age 65.

Beginning January 1, 1995, retirees will have the same medical care plan options as active employees. Beginning January 1, 2017, eligible retirees will pay the same monthly premium as active employees or the monthly premium as determined by the below matrix, whichever is greater.

Cost-sharing for retirees also begins in 1995 for those who retire on or after January 1, 1995. This means retirees will pay a percentage of the premium cost; the Company will pay the remainder.

The chart below shows the percent of premium that retirees will pay using a combination of age and service: 85 = 100% benefit:

**AGE AND SERVICE MATRIX**

SERVICE	AGE							
	62	61	60	59	58	57	56	55
30	0	0	0	0	0	0	0	0
29	0	0	0	0	0	0	0	2
28	0	0	0	0	0	0	2	4

SERVICE	AGE							
	62	61	60	59	58	57	56	55
27	0	0	0	0	0	2	4	6
26	0	0	0	0	2	4	6	8
25	0	0	0	2	4	6	8	10
24	0	0	2	4	6	8	10	12
23	0	2	4	6	8	10	12	14
22	0	3	6	8	10	12	14	16
21	0	4	8	10	12	14	16	18
20	0	5	10	12	14	16	18	20
19	3	8	13	15	17	19	21	23
18	6	11	16	18	20	22	24	26
17	9	14	19	21	23	25	27	29
16	12	17	22	24	26	28	30	32
15	15	20	25	27	29	31	33	35
14	19	24	29	31	33	35	37	39
13	23	28	33	35	37	39	41	43
12	27	32	37	39	41	43	45	47
11	31	36	41	43	45	47	49	51
10	35	40	45	47	49	51	53	55

\* Each person who is eligible for Medicare under the Social Security Act shall be considered to have full Medicare coverage. The term "full Medicare coverage" means coverage for all benefits provided under Medicare, including benefits available on an optional basis whether or not the person is enrolled in all portions of Medicare. Medicare will be considered the primary carrier.

\*\* For those employees hired after July 1, 2004, the Employer will pay the cost of Medicare Part B and Part D upon eligibility after retirement; but the Employer will not provide retiree medical benefits.

**Section 5.** The Employer agrees to allow self-payment as required by Oregon or Federal statute.

**Section 6.** The Employer will pay the cost of the benefit plans for employees who are on medical leave of absence for the first six (6) months of such leave.

**Section 7.** The Employer's premium payments made in accordance with this Article are dependent upon continuation of this Labor Agreement.

**Section 8.** Employees who retire and have at least six (6) months of coverage under either Blue Cross or Kaiser may select that retiree coverage.

**Section 9.** The Company will provide \$60,000 life insurance to each employee, at no cost, with a two year waiver of premium for medical absences.

**Section 10.** The Company will provide disability insurance of \$300 per week for the first four (4) weeks of disability and \$350 per week for the next twenty-two (22) weeks of disability.

**Section 11.** In the event of a layoff, Health Insurance coverage will be continued for six (6) months for all employees who are at the top rate of the wage progression in any classification at the time of layoff. Employees must return to work for a period of six (6) months and one day to regenerate six (6) month of health care continuation.

If an employee is on layoff for a period of less than six (6) months, returns to work, and is subsequently laid off again, health care coverage will continue on a "time for time" basis. For example, if an employee is laid off, returns to work for four (4) months and is laid off again, health care continuation will be four (4) months. Months will be counted as whole months starting with the first of the month following layoff. An employee must work a full month to earn a month of health care continuation.

**Section 12.** Effective July 1, 2007, the company's participation in post-age 65 retiree health care will be discontinued with the following exceptions:

- (a) Employees age 50 or older and who have at least 20 or more years of service as of July 1, 2010 and who retire with an effective date on or prior to January 1, 2014 will be grandfathered and continue to receive post-age 65 retiree health care

benefits in retirement as a feature of this agreement. Employees who retire with an effective date after January 1, 2014 will not be eligible for post age 65 retiree medical benefits.

- (b) Employees retiring prior to January 1, 2008 will be grandfathered and continue to receive post-age 65 retiree health care benefits in retirement as a feature of this agreement.
- (c) Employees who retired prior to July 1, 2007 are not affected by the above agreements.

**Section 13.** The company will offer a voluntary benefit program which includes a Long Term Disability option. The program will be offered by January 1, 2008.

#### **Section 14. Health and Welfare Administration**

It is agreed the details of the medical, dental, vision, prescription drug, vision, life and disability plans provisions negotiated between the parties are contained within the appropriate Summary Plan Description. Claims for benefits must be brought under the Summary Plan Description (SPD) claims procedures and are subject only to the appeals procedure contained in the SPD. The SPD's are not incorporated into this agreement and the Company may change them from time to time to be consistent with any change that may be required to make as a result of regulatory, carrier usual and customary guidelines or accepted medical practice during the term of this agreement.

The Company reserves the right to audit dependent eligibility for all current and future employees. A dependent audit includes coverage for persons covered as a spouse, dependent children or children placed for adoption. Employees will be required to provide any documentation requested including but not limited to marriage license and birth certificates or other documents to substantiate dependency as defined by the benefit plan. Employees who are found to have dependents who are not eligible will be required to reimburse the company the cost of the claims incurred and will be subject to disciplinary action up to and including termination of employment.

Employee monthly contributions will be deducted from employee pay on a pre-tax basis and amount of arrears will be deducted from employees' paycheck(s). The monthly contributions may also be required to be paid directly by the employee on certain leaves of absence including but not limited to medical leave of absence, Short Term Disability, Long Term Disability and union leave. Failure to make required payments will result in the termination of coverage.

### **ARTICLE 12 • DENTAL PLAN**

**Section 1.** The Employer agrees to provide a plan of dental benefits agreed to in negotiations with the Kaiser Dental Plan as an option, for employees covered by this Contract who have been compensated for eighty (80) hours or more in the preceding month and each month thereafter. The Employer will pay the cost of the benefit plan for

employees who are on medical leave of absence for the first six (6) months of such leave. The Employer will maintain the cost of such benefits for the life of the Labor Agreement.

**Section 2.** Effective March 1, 2005, the Employer will transition from the I.A.M. Dental Trust to a modified Company Dental Plan. The modified plan will provide reimbursement at 100% for preventive care, 80% for basic care, and 50% for major care under both the standard option and the Kaiser HMO option. Orthodontia will be covered at 50% up to a \$1,500 lifetime maximum under the standard option and 50% for children only with no cap under the Kaiser HMO option. There will be an annual maximum of \$1,500 and no deductible in either plan. The Employer will provide the plan to active employees and their dependents and to employees who retire after July 6, 2004, and their dependents until age 65.

### **ARTICLE 13 • PENSION PROGRAM**

**Section 1.** The Employer shall pay into the Service Employees International Union National Industry Pension Fund \$4.00 per eligible hour paid with a maximum annual contribution limited to 2080 hours per calendar year, on account of each member of the bargaining unit, said amount to be computed monthly. Eligible hours paid include regular time, overtime, double-time, holiday, vacation, paid sick leave, military leave, paid bereavement leave, and jury duty.

The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said trust fund to facilitate the determination of hours for which contributions are due; the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the specified time shall be a breach of this Agreement.

The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board.

The parties to this Agreement adopt the Preferred Schedule of benefit changes and contribution increases provided in the Rehabilitation Plan adopted by the Service Employees International Union National Industry Pension Fund and set out in a memorandum dated November 25, 2009.

Should the Employer consider at any time during the term of this agreement to permanently cease to contribute to the Service Employees International Union National Industry Pension Fund, such decision shall be made by mutual agreement between the parties and require contributions at the rate of \$4.00 per eligible hour for which a member

of the bargaining unit is paid, as described in the first paragraph above, to be made to an alternative retirement plan. Mutual agreement will not be unreasonably withheld.

**Section 2.** The Employer agrees to provide payroll deduction for employee's contributions to the Machinists District Lodge 24 Retirement Savings Plan (401K).

#### **ARTICLE 14 • TUITION REIMBURSEMENT PROGRAM**

The Company Tuition Reimbursement Program will be made available to all employees. It is understood that the company may amend, change, modify or eliminate the Tuition Reimbursement Program as it deems necessary.

#### **ARTICLE 15 • PERSONAL LEAVE OF ABSENCE**

**Section 1.** When the requirements of the Employer's service will permit, any employee hereunder, upon written application to the Employer, may if the Employer approves be granted a leave of absence (in writing) for a period not in excess of thirty (30) days. Under such leaves the employee shall retain and continue to accrue seniority, and the Union shall be notified of all such leaves granted in writing.

No leaves will be granted for incarceration. Employees who are absent for three or more days due to incarceration will be terminated. An employee who was terminated for incarceration and later found "not guilty" by a court of law will be reinstated with his original seniority date. Such reinstated employee will receive past service credit only for vacation and automatic progression purposes.

**Section 2.** Such leaves may be extended for additional periods of thirty (30) days when approved by both the Employer and the Union (in writing) and seniority will accrue during such extension.

**Section 3.** Employees hereunder, returning from an authorized leave of absence or extension thereof will be returned to the job held when the leave was granted. If the job no longer exists, the employee may exercise his seniority commensurate with his ability and seniority standing.

**Section 4.** Any employee hereunder, on leave of absence, engaging in gainful employment without prior written permission from both the Employer and the Union shall forfeit his seniority rights and his name shall be stricken from the seniority roster.

**Section 5.** Any employee entering the Armed Forces for military training or service in accordance with the provisions of the Uniformed Services Employment and Re-employment Act, and other applicable laws, will be restored to service in accordance with such laws and his seniority will be fully protected. In case of temporary or partial disability, which makes it impossible to return to work within the ninety (90) days after discharge, special arrangements will be made by the Employer and the Union for a proper extension of time.

**Section 6.** Employees who are members of a military reserve unit shall be granted leaves of absence without pay to attend annual training or required training if such leaves of absence are requested by the employee.

## **ARTICLE 16 • SICK LEAVE**

**Section 1.** The Union and Employer agree that unplanned absenteeism is detrimental to the efficiency of the Employer's operations and that the purpose of paid sick leave is to compensate employees for absences due to bona fide illness or injury only.

The Employer will not require an employee to present proof of illness or injury to qualify for paid sick leave, unless the Employer has evidence that sick leave is being abused. To qualify for any payment, employees must report their absence to the Employer prior to or immediately following (within 30 minutes) the beginning of their regular workshift.

**Section 2.** Paid sick leave in the amount of seven (7) days based on a year of service for regular full-time employees shall be granted by the Employer. Paid sick leave will be credited to active, non-probationary employees on an annual basis on January 1 of each year. Employees shall be eligible to use paid sick leave benefits as earned.

**Section 3.** Employees off the active payroll due to layoff, personal leave of absence or nonoccupational medical leave who become active or complete their probationary period after January 1 will be granted paid sick leave as follows:

- |                              |                 |
|------------------------------|-----------------|
| ○ January 2 – June 30        | 7 days/56 hours |
| ○ July 1 – July 31           | 6 days/48 hours |
| ○ August 1 – August 31       | 5 days/40 hours |
| ○ September 1 – September 30 | 4 days/32 hours |
| ○ October 1 – October 31     | 3 days/24 hours |
| ○ November 1- November 30    | 2 days/16 hours |
| ○ December 1 – December 31   | 1 day/8 hours   |

**Section 4.** Employees are eligible to claim accumulated paid sick leave in increments of one (1) hour for bona fide illness or injury commencing with the first day of absence, in addition, employees may accumulated paid sick leave in increments of one (1) hour for a bona fide doctor or dental appointment. To be eligible to use sick leave for doctor or dental appointments, employees must make prior notification at least one (1) day in advance to their supervisor and the employee may be required to verify his appointment. Employees absent due to occupational injury are eligible to draw paid sick leave benefits for any day or days they are not eligible for Workers' Compensation due to the three (3) day waiting period.

**Section 5.** One day of paid sick leave shall be defined as eight (8) hours at the employee's regular straight-time rate of pay in effect at the time used including night shift differential if the employee is regularly assigned to second or third shift, except as provided in

Section 6 of this Article. Paid sick leave shall apply to regular scheduled workdays, Monday through Friday.

Employees reporting to work who are too ill to continue to work as determined by the nurse or designee are eligible to claim paid sick leave for the balance of the shift.

**Section 6.**

- (a) Paid sick leave may be accumulated up to a maximum of fifty (50) days. An employee with fifteen (15) days of accumulated paid sick leave may, at his option, request to receive payment for five (5) days of paid sick leave at the time of his next regular scheduled vacation, or take the five (5) days of accumulated paid sick leave as an additional week of vacation. Such accumulated paid sick leave used as vacation pay will be paid at the shift rate in effect for the employee at the time the vacation is taken. Employees who retire on early, normal or disability retirement will receive pay for any unused sick leave at the time of such retirement.
  
- (b) Employees who terminate for any reason shall receive payment for all accrued unused paid sick leave.

**Section 7.** Upon return to work, an employee intending to claim paid sick leave must fill out and sign a "Paid Sick Leave Request" form. This form must be prepared within three (3) working days after return to work and given to the employee's immediate supervisor. Payment will be made on valid requests within two (2) payroll periods from the time the request form was submitted by the employee. Arrangements will be made by the Employer to provide payment of paid sick leave benefits to employees on prolonged medical absence prior to return to work.

**Section 8.** An employee shall be entitled to use from one to five days of such sick leave for family emergencies to include hospitalization, accident, elder or child disability care.

**Section 9.** Up to five (5) days accrued paid sick leave may be used as funeral leave for the death of a niece, nephew, uncle, aunt or in conjunction with paid funeral leave for any enumerated family member.

**Section 10.** Any employee with accrued sick leave of seven days may cash out the excess above seven days.

**Section 11.** In the event of indefinite layoff, employees shall have the option of being paid for all accrued sick leave at the time of layoff or upon termination because of loss of seniority.

**Section 12.** In the event of pre-planned or pre-announced plant shutdowns, employees shall have the option of being paid for accrued sick leave days up to the number of days during which the plant is shutdown.

**Section 13.** Employees will not be required to use vacation for their own serious health conditions that qualify for FMLA or OFLA absences. Employees on FMLA or OFLA leave who do not qualify for Short Term Disability, Long Term Disability, Workers Compensation or other paid leave will be required to use up to 80 hours of accumulated sick leave annually.

**Section 14.** Employees cannot utilize vacation days for medical leaves, exclusive of qualified FMLA or OFLA leave.

**Section 15.** It is agreed that any bona fide use of sick leave days will not be counted in any review of an employee's attendance record over the prior twelve (12) months from the time of the review. It is understood that such days that are not to be counted will have been days which have otherwise qualified by the terms of the Agreement and have been paid for by the Employer.

#### **ARTICLE 17 • BEREAVEMENT LEAVE**

An employee shall be entitled to five (5) days paid leave in the event of a death of an employee's spouse, parent, child, stepchild, sister or brother. An employee shall be entitled to three (3) days paid leave in the event of the death of an employee's stepmother, stepfather, father-in-law, mother-in-law, grandparents, grandchild, brother/sister of spouse, son/daughter-in-law.

An employee shall be entitled to one (1) day paid leave in the event of the death of any other member of the immediate family. Immediate family is defined as a great-grandparent, great-grandchild, step brother/sister, stepparents of spouse, and spouse's grandparent.

Paid bereavement leave only may require verification to receive pay.

An employee shall be entitled to use up to five (5) days of accrued paid sick leave for the death of a niece, nephew, uncle, aunt, or in conjunction with paid bereavement leave for any enumerated family member.

An employee shall be entitled to use four (4) hours of paid sick leave to attend the funeral of a non-family member.

Bereavement leave may be paid or taken at employee's option in addition to vacation pay when the funeral occurs during employee's scheduled vacation.

Bereavement leave may be paid or taken in addition to holiday pay when death occurs during a scheduled holiday.

## **ARTICLE 18 • JURY DUTY**

**Section 1.** When an employee covered by this Agreement is called upon for jury service in any municipal, county, state, or federal court, he shall advise the Employer immediately upon receipt of such notification. If the employee is thereafter taken from his work for such service he shall be reimbursed to the extent provided herein for loss of wages resulting from performance of such service.

**Section 2.** The amount of jury pay shall be computed by calculating the amount of pay the employee would have received (up to a maximum of forty (40) hours straight-time in any week, or eight (8) hours straight-time in any day) had he not been called for jury duty. To receive jury duty pay, the employee shall make a written request together with supporting evidence of his jury service.

**Section 3.** To be entitled to such reimbursement the employee who reports for jury duty and who is excused within the normal hours of his regularly scheduled shift must report immediately to his Employer to determine if work is available to him.

**Section 4.** Any employee who is placed upon a jury panel shall be transferred to the day shift for the period of time for which he may be subject to call for jury duty.

**Section 5.** Employees serving jury duty who wish to work weekend or holiday overtime must inform Company of willingness to work no later than end of shift on the preceding Wednesday. Employees must confirm eligibility to work the overtime with the Company by 3:00 p.m. on preceding Friday.

## **ARTICLE 19 • MANAGEMENT RIGHTS**

All management rights not expressly curtailed or surrendered by this Agreement are reserved to the Employer. The Employer's rights may not be exercised in a manner which conflicts with the expressed provisions of this Agreement. Such exercise may be made the subject of a grievance under Article 9 herein.

## **ARTICLE 20 • SEPARABILITY AND SAVINGS**

**Section 1.** If an article or section of this Contract should be held invalid by operation or law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

**Section 2.** In the event any article or section is held invalid or enforcement of, or compliance with, any article or section has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the

request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree within a period of sixty (60) days on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of the Contract to the contrary.

#### **ARTICLE 21 • SUCCESSORS**

This Contract shall be binding upon both parties, their successors, and assigns, to the extent required by law.

#### **ARTICLE 22 • SEVERANCE PAY**

In the event of a plant closure the Company will provide severance benefits in the amount of two (2) weeks' pay for every year of service for all employees on active payroll or laid off no more than twelve (12) months prior to Plant Closure date.

#### **ARTICLE 23 • NON-DISCRIMINATION**

It is the continuing policy of the Employer and the Union that the provisions of the Agreement shall be applied to all persons without regard to race, color, religion, national origin, citizenship, political belief, age, sex, disability, marital status, sexual orientation, or any other status protected under applicable local, state, or federal civil rights laws and regulations.

Discrimination and harassment are unacceptable. All employees are encouraged to report discrimination and harassment of any nature without fear or retaliation. All employees should refer to the posted Company Policy for further clarification.

#### **ARTICLE 25 • SHORT TERM MILITARY DUTY PAY**

A non-probationary employee who is called to and performs short-term annual training in the United States Armed Forces Reserve or National Guard shall be paid the difference between his daily military earnings (including all allowances except rations, subsistence and travel) and his regular base hourly rate for straight-time hours he otherwise would have worked up to fifteen (15) maximum work days per calendar year. In order to receive such payment, an employee must give prior notice and furnish a statement of military pay upon his return to work.

#### **ARTICLE 26 • PAY PRACTICES**

Effective January 1, 2018, all employee's compensation will be paid by direct deposit to the bank, financial institution, or pre-paid cash card designated by the employee. Pay statements will be made available electronically and may also be viewed and/or printed on site.

## **ARTICLE 27 • TOBACCO FREE WORKPLACE**

The parties agree to the following steps to a tobacco free workplace:

1. Effective January 1, 2017 tobacco cessation programs will be available at no cost to the employees.
2. Effective January 1, 2018 tobacco of any type (cigarettes, chewing tobacco, e-cigarettes, etc.) will be prohibited on all DTNA property.

## **ARTICLE 28 • UNION DECAL**

A Union sticker, agreed to by the company, will be placed at a mutually agreeable location on all vehicles manufactured at the Portland Truck Plant.

**ARTICLE 29 • DURATION OF CONTRACT**

THIS CONTRACT shall go into effect October 29, 2016, and continue in force and effect to October 29, 2021. It is further agreed and understood that on October 29, 2021, this contract shall automatically be renewed for one (1) year from such date and thereafter upon each anniversary of said date without further notice, provided that either party may terminate this Contract on any anniversary of said date by giving sixty (60) days previous notice, in writing, of intent to modify or terminate.

SIGNED this \_\_\_ of \_\_\_\_\_, 2017.

*FOR THE EMPLOYER:*

DAIMLER TRUCKS  
NORTH AMERICA LLC

  
Eileen Frack

  
Jon Nancarrow

  
James Pickens

  
Craig Marx

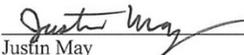
  
Greg Salwin

  
Eric Shouffts

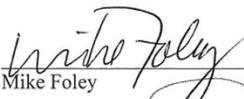
  
Rachelle Wright

  
Nicole Babnick

  
Katie Ellis

  
Justin May

  
Ferrol Walton

  
Mike Foley

  
Jeff Haskett

*FOR THE UNION:*

SERVICE EMPLOYEES UNION  
LOCAL #49

  
Meg Niemi, President

  
Gary Black

  
Jason Pickard

  
Anna Roberts

**LETTER OF AGREEMENT**  
**OVERTIME ASSIGNMENTS**

**In order to facilitate efficient assignment of overtime, the below procedures will be utilized. The purpose of this Letter of Agreement is to clarify the contractual language regarding overtime assignments. The Parties believe that this language accurately reflects the rules set forth in the Collective Bargaining Agreement (CBA), however, in the case of any conflict between this Letter of Agreement and the CBA, the CBA will govern.**

**Several weeks' worth of Overtime Sign-Up Sheets will be posted in the EMT break area. The Overtime Sign-Up Sheets will list employees in seniority order. EMTs will indicate their availability to work for each day of the week in question. If an EMT is only available to work overtime on a specific shift, he/she will note this in the box corresponding to that day.**

**Steps in assigning overtime:**

- 1. Supervisors will communicate overtime needs to the Team Leads.**
- 2. Team leads will recommend overtime assignments, utilizing employee preference as stated on the Overtime Sign-up Sheet and in accordance with the rules below.**
- 3. Team lead will report all overtime recommendations to the supervisor, who will review and make any corrections to assignments as needed to ensure compliance with union contract.**

**Assigning overtime during the workweek:**

- 1. Order of Assignment: Overtime assigned during the workweek is assigned by shift (provided that the employee is capable of performing the work), and in the following order:
  - 1<sup>st</sup>: Person who normally performs the job that is to be done during the overtime.**
  - 2<sup>nd</sup>: In seniority order of people on the shift who have indicated that they are available to work overtime that day. (Includes employees working in both plants.)**
  - 3<sup>rd</sup>: In seniority order of people on the other shift(s) who have indicated that they are available to work, provided that such work can be performed adjacent to the employee's regular shift.**
  - 4<sup>th</sup>: If there are an insufficient number of employees who volunteer to work overtime on a given weekday, overtime may be mandated in reverse order of seniority to employees working the shift on which the overtime is needed.****

## **2. Communication of Assignments:**

- a. To supervisor: The Team Lead will recommend overtime assignments to the supervisor. The supervisor will review such assignments for adherence to the rules listed in #1 above and make any corrections to the assignments as needed.**
- b. To employees: The Team Lead will communicate all weekday overtime that is known to be needed during the team huddle at the beginning of the shift. If the need for same-day or next-day overtime becomes known during the shift, the Team Lead will communicate such need to the assigned employees at the time the need for overtime is known. It is expected that any employee who believes that he/she has been passed over for overtime in violation of the rules listed in #1 communicate such concern to his/her team lead and/or supervisor as quickly as is feasible.**

### **Assigning weekend overtime:**

- 1. Sign-up: Employees interested in working weekend overtime will sign up for the day(s) they wish to work by no later than 4:30 pm on Thursday.**
- 2. Need for Overtime: The Company will communicate to the Team Leads the number of employees needed for each weekend day as soon as such need is determined.**
- 3. Assignment: Weekend overtime is assigned by rotation among those employees who have signed up on the Overtime Sign-Up Sheet (provided that the employee is capable of performing the work), as follows:**

**1<sup>st</sup>: Determine the last person to have been assigned overtime on the most recent day that weekend overtime was worked.**

**2<sup>nd</sup>: Starting with that person, move down the seniority list, assigning Saturday overtime to people who signed up for Saturday overtime until the number of people needed for that day is reached.**

**3<sup>rd</sup>: (If Sunday overtime is available) Starting immediately below the last person on the list who was assigned Saturday overtime, assign Sunday overtime to people who signed up for Sunday overtime until the number of people needed for that day is reached.**

**4<sup>th</sup>: Team Lead will then write “#1” next to the person immediately below the name of the last person to be assigned overtime for that weekend on the next week’s Overtime Sign-Up Sheet.**

**Each time you reach the end of the list, go to the top of the list.**

- 4. Communication of assignments:**
  - a. To supervisor: Team Leads will recommend weekend overtime assignments to the supervisor once the overtime needs have been communicated. The supervisor will review such assignments for adherence to the rules listed in #3 above and make any corrections to the assignments as needed.**
  - b. To employees: Overtime assignments will be communicated no later than lunchtime on day shift on Friday, or, if overtime needs are not known by that time, as soon as possible after such needs are determined. It is expected that any employee who believes that he/she has been passed over for overtime in violation of the rules listed in #1 communicate such concern to his/her team lead and/or supervisor as quickly as is feasible.**
  
- 5. If an employee is skipped: If it is determined that an employee was not assigned overtime in accordance with the rules listed above, he/she will be the first employee to be assigned overtime on the next overtime opportunity that arises, notwithstanding the rules listed above. If the employee turns down the overtime assignment offered in this manner, the Company's obligation to rectify the situation will be considered fulfilled.**

## **LETTER OF UNDERSTANDING**

### **ELECTRONIC DOCUMENTS AND AUTOMATED PROCESSES**

In an effort to reduce the overall administrative burden on management and the employees, the parties agree that it is important to transition to electronic and automated processes where paper forms and manual processes have traditionally been utilized. The parties agree to discuss and implement, by mutual agreement, process changes that will eliminate paper forms and manual processes where administrative efficiencies can be realized. It is agreed that neither party will unreasonably withhold their mutual agreement. Any issue not resolved by the local parties will immediately be referred to Representatives of the Union and the Company's Corporate Labor Relations staff for resolution.

## **LETTER OF INTENT**

### **SUBCONTRACTING**

The following sets forth the provisions of an understanding reached in recent negotiations with reference to subcontracting by the Employer. Because of the fears expressed by the Union that the Employer would subcontract work that could be performed by the Employer's employees during a period of when employees are on layoff, the following assurances are given:

It is not the intent of the Employer to subcontract work customarily performed by the Employer in the Portland plants with its own employees, during a reduction in force, or which would directly result in a reduction in force.

Additionally, employees of another employer will not perform bargaining unit work in the Portland plants which is not currently being performed or has not been performed in the past.

It should be understood that in some instances subcontracting involves considerations of production schedule, the lack of machinery and/or equipment or economic factors that will compel management to subcontract some functions. On the other hand, it is generally to the Employer's advantage to perform as much of the work with its own employees as possible.

## **MEMORANDUM OF UNDERSTANDING**

### **PRESCRIPTION SAFETY GLASSES**

The Company agrees to pay the cost, up to the maximum specified below for an employee's prescription safety glasses on an as needed basis with the following limitations and conditions:

1. Payment will be made to a maximum of \$175;
2. Payment will be made no more frequently than once every 12 months to the maximum for a complete set (frames and lens) or either replacement frames or lens;
3. Payment may not include tints, coatings, or photo-grey lens;
4. Employees shall be responsible for payment of any balance beyond the approved maximum allowable to be paid by direct invoice from authorized vendors and will be required to either pay or authorize payroll deduction for such amount prior to receipt of glasses;
5. Employees must present a photo badge to authorized vendors indicating that they are an employee of the Truck Manufacturing Plant, Parts Manufacturing Plant, or Corporate Warehouse;
6. Authorized vendors for direct invoicing will be posted by HR on plant communication boards.
7. Glasses, frames or lenses may be purchased at any other dispenser of ANSI-approved safety glasses. Employees must have their glasses checked by their Plant's Occupational Health Nurse who will forward their invoice for direct reimbursement to the employee for the maximum allowable amount.

## **MEMORANDUM OF UNDERSTANDING**

### **FEDERAL FAMILY MEDICAL LEAVE ACT OF 1993**

The parties recognize, understand and agree that the Federal Family Medical Leave Act, 107 Stat 6, 29 USC 2601, took effect on February 5, 1994, for the employer's bargaining unit employees represented by the Union. The parties agree that the provisions of the statute supersede any conflicting provisions of the Agreement as interpreted and applied by the employer. The employer's efforts to comply with its obligations under the Federal Family Medical Leave Act shall not be subject to the Grievance and Arbitration provisions of the Agreement.

**LETTER OF UNDERSTANDING**  
**ATTENDANCE CONTROL PROGRAM**

**Introduction**

This is a no fault attendance control program which considers any absence or tardy/short time on a scheduled workday as an infraction regardless of the reason, unless specifically excused by the program. Each day of absence will be counted as one infraction.

**Definitions**

1. Infractions:
  - a. Tardy – timecard punched within the first two hours of the work shift
  - b. Short Time – timecard punched within the last two hours of the work shift
  - c. Full Day Absence – absent four or more hours of the work shift

NOTE: Employees punching out prior to the last two hours of the work shift without Company approval will be charged with a full day absence and will be subject to disciplinary action up to and including discharge.

Employees who fail to report to work within the first two hours of the work shift will not be permitted to work that day without management approval.

2. Excused Absence:
  - a. Paid sick leave
  - b. Industrial accident
  - c. Subpoenaed court witness
  - d. Jury duty
  - e. Authorized personal leave of absence
  - f. Medical Leave. Such leaves will require verification and return to work clearance from a doctor.
  - g. Approved family medical leaves (OFLA & FMLA)
  - h. Bereavement Leave
  - i. Military Leave
  - j. Union Leave
  - k. Discretionary Days

NOTE: Frequent absences (3 or more) or extended absences (3 months or more) for reasons e. and f. above could result in disciplinary measures.

3. **Discretionary Days:**  
Effective January 1, 2017, each non-probationary employee who is active prior to July 1 of that year, will be allocated two (2) Discretionary days (which are unpaid) per calendar year. Discretionary days may be used on a Tuesday, Wednesday, or Thursday. Discretionary days will be automatically designated unless an Excused Absence as defined in Section 2 is used. Employees will receive payment for each unused Discretionary day at eight (8) hours times the employee's regular straight time rate in January of the following year.
4. **Acceptable Attendance Level:**  
Two tardy/short time absences within 90 calendar days.

### **Procedure**

1. **First Written Warning:** Any infraction in excess of the acceptable attendance level will warrant a written warning.
2. **Second Written Warning:** Further infractions in excess of the acceptable attendance level will warrant a second written warning.
3. **Suspension:** Further infractions in excess of the acceptable attendance level will warrant a three day suspension.
4. **Discharge:** Further infractions in excess of the acceptable attendance level will be cause for discharge.

### **Summary**

1. It is the intent of the program to advise the employee of unacceptable attendance through progressive discipline to allow the employee an opportunity to correct attendance failings before the ultimate penalty of discharge is used.
2. An employee on the Attendance Control Program who achieves a six (6) month period of acceptable attendance will have all disciplinary steps removed. To have letters removed for acceptable attendance, employees must be on the active payroll. Periods when employees are on layoff or leave of absence will not be credited as acceptable attendance.
3. Upon ratification of the 2016 collective agreement, all employees' attendance infractions and disciplinary steps will be removed.

No employee will serve more than two (2) suspensions for unacceptable attendance under the attendance control program in a sixty (60) month period. An employee who incurs a third (3<sup>rd</sup>) suspension in a sixty (60) month period will be discharged.

## **LETTER OF UNDERSTANDING**

### **POWER BLACKOUT**

The following sets forth an understanding reached in negotiations with reference to power blackouts at the Portland TMP / PMP.

The Union and the Company recognize that power blackouts beyond the control of the Company are possible during the term of the Labor Agreement.

Under these circumstances, it is the intent of the parties to meet when necessary to negotiate conditions beyond those provided for in the current C.B.A.

## **LETTER OF UNDERSTANDING**

### **BENEFITS COMMITTEE**

During the 2004 negotiations, the Employer and the Union discussed the need for ongoing dialogue involving cost containment, improvements and ways to effectively utilize the benefits programs. To accomplish that, it has been agreed that there will be established a Joint Benefits Committee (JBC).

The Committee shall be comprised of two Company representatives and one representative from each Union. They shall meet at mutually agreed upon dates and times.

## **LETTER OF UNDERSTANDING**

### **PLANT CLOSURE**

This will confirm that during the term of the 2016-2021 Collective Bargaining Agreement, the Company does not intend to close the Portland Truck Manufacturing Plant. It is understood that conditions may arise that are beyond the control of the Company, e.g., act of God, catastrophic circumstances, or significant economic decline. Should these conditions occur, the Company will discuss such conditions with the Union.

## **LETTER OF UNDERSTANDING**

### **TRUCK OPERATING SYSTEM/TOTAL PRODUCTIVE MAINTENANCE**

The Company and the Union understand the importance of the Truck Operating System (TOS) and the Total Productive Maintenance (TPM) program to improving the overall quality of our product. The parties have reviewed the mutual benefit associated with manufacturing the highest quality product at the lowest cost to ensure competitiveness in the marketplace. The parties acknowledge the importance of meeting customer demands of delivery and world class quality. It was also acknowledged that TOS tools and TPM systems will support the achievement of these objectives.

This letter also documents the agreement between the Company and Union in reference to the creation and recognition of the positions of Team Leader, Continuous Improvement (CI) Facilitator, TOS Implementation Team Member, and Production Technician as described in the TOS/TPM programs.

Job postings displayed at the bulletin board within the plant cafeteria will be used to announce future openings and the selection for these positions will be determined through a Joint selection committee comprised of equal number of designated members from the Company and the Unions. Feedback on performance of job duties will be conducted on a regular schedule consistent with TOS program features. The Joint selection committee will review position disqualification and subsequent actions.

The Team Leader position will be paid a 10% premium above the top rate of their classification. The (CI) Facilitator, TOS Implementation Team Member and Production Technician positions will be paid a 5% premium above the top rate of their classification.

The parties recognize the Collective Bargaining Agreement establishes wages, benefits and condition of employment and that the TOS/TPM process will not change or modify the Agreement. The parties also recognize that not all conditions regarding the implementation of TOS/TPM can be addressed in this Letter of Understanding and therefore pledge their support for a successful implementation.

**LETTER OF UNDERSTANDING**  
**TRUCK OPERATING SYSTEM**

The parties agree that a significant and visible role for union involvement is required to support the concepts and success of the Truck Operating System. As a result there will be a position added titled Union TOS Coordinator. The Union and Company will jointly agree on the skills and qualifications required for this role. The Union TOS Coordinator position will be appointed by a joint decision of the union business representatives for all four crafts to an individual that has the required skills and qualifications for the role. The Union TOS Coordinator will be subject to bi-annual reviews the same as TLs, PTs, and other TOS Facilitators.

In this position the Union TOS Coordinator will be actively involved in TOS projects and their implementation. The Union TOS Coordinator will need to be impartial in supporting CI activities for both the Union and Company. The Union TOS Coordinator will work with the TOS manager to resolve obstacles related to TOS at the plant level. Unresolved issues will be escalated to the Plant Production Manager for resolution. If the Union TOS Coordinator and Plant Production Manager cannot resolve the issue it will then be escalated to the Plant Manager for resolution. The Union TOS Coordinator will perform random audits on TOS Principles. These findings will be documented and communicated to the respective Department Manager. The Union TOS Coordinator could be assigned specific TOS or Lean Projects by the Union Stewards. The scope of these assignments will be discussed with the Plant Manager.

The Union TOS Coordinator will be involved in annual CI planning and be kept informed of all CI project schedules. It is the expectation of the Union and Company that the Union TOS Coordinator will spend time in all active CI projects to ensure concerns and ideas are considered.

It is also agreed by both parties that Standard Work will need to be jointly created for this position to outline their daily, weekly, monthly, and annual tasks and expectations.

The Union TOS Coordinator, which could be from any of the Unions, will have allocated time based on the following formula:

<u>Active Union Employees</u>	<u>Days Per Week</u>
001-150	1
151-300	2
301-450	3
451-600	4
601 or more	5

## **Letter of Understanding**

### **ENVIRONMENTAL MAINTENANCE TECHNICIAN (EMT) Services**

As soon as reasonably practicable following the ratification of the 2016-2021 Collective Bargaining Agreement, the tasks of bathroom cleaning and stocking, cafeteria cleaning and cleaning of satellite offices will be outsourced to a third party service provider and the EMT 2 classification will be eliminated. The bidding process for subcontractor work will include a minimum of three janitorial contractors whose employees are represented by SEIU Local 49.

Satellite areas will be established by department for garbage and recycling. Satellite areas will be serviced by EMTs covered by this Collective Bargaining Agreement.

## **LETTER OF UNDERSTANDING**

### **NATIONAL HEALTH CARE**

As a result of the Patient Protection and Affordable Care Act and its companion legislation, Health Care Reform has been, and will continue to be, enacted to fundamentally change the delivery, coverage, access and the relationship of patients, providers and plan sponsors in the delivery of healthcare for active and retired employees.

New considerations such as mandated benefits, state exchanges, penalties, the potential for tax credits and coverage options may result in potential benefit changes, additional costs, or shared savings over the life of this agreement. This new health care delivery model will require the Company and Union to investigate and implement changes in order to meet the requirements of Health Care Reform regulations.

It is agreed if Health Care Reform options become available, the medical plans contained in this agreement may be modified to address the opportunities as they arise provided that any changes are by mutual consent of the Employer and Unions.

**APPENDIX A**

**EMPLOYEE AND RETIREE MEDICAL COVERAGE  
AND PRESCRIPTION/ VISION/ DISABILITY/ HEARING COVERAGE**

<u>Provision</u>	<b>Kaiser</b>	<b>Blue Cross Blue Shield In-Network</b>	<b>Blue Cross Blue Shield Out-of-Network</b>
Deductible	None	Single - \$400	Single - \$800
	None	Family - \$800	Family - 1600
Coinsurance	100% plan	90% / 10%	70% / 30%
Out of Pocket Max	Single - \$1500 Family - \$3000	Single - \$1000 Family - \$2000	Single - \$2000 Family - \$4000
<b>Copayments:</b>			
Office Visit	\$30	\$30	70% after deductible
ER Visit	\$100	\$100	70% after deductible
Routine Physical	100%	100%	Not covered
Immunizations	100%	100%	Not covered
Mammogram	100%	100%	70%
Hospital	100%	90%	70%
Doctor/Surgeon/Anesthesia	100%	90%	70%
Urgent Care	\$30	90%	70%
Facility Services	\$30	90%	70%
X-Ray/Lab at Facility	100%	100%	70%
X-Ray/Lab at Hospital	100%	90%	70%
Delivery	100%	90%	70%
Prenatal Office Visits	100%	100%	70%
Nursing Facility	100%	90%	70%
Home Health Service	100%	100%	70%
Mental Health / Substance Abuse - Inpatient	100%	90%	70%
Mental Health / Substance Abuse - Outpatient	\$30	\$30	70%
Chiropractic Services	Not covered	\$30	70%
<u>Prescription Drugs</u>	<b>Express Scripts</b>	<b>Express Scripts</b>	<b>Express Scripts</b>
	In-Network	Out-of-Network	
	Generic \$10	Generic \$10	
	Formulary \$25	Formulary \$25	
	Non-Formulary \$40	Non-Formulary \$40	
	Generic by Mail \$20	Not Available by Mail	
	Brand by Mail \$40		
	Non-Formulary by Mail \$80		

Vision Coverage  
Employee/Retiree and  
Dependent

**Kaiser**

**VSP**

Examination - Optometrist,  
Ophthalmologist  
Lens

Cover in Full  
(with \$15 co-pay)

Cover in Full  
(with \$25 co-pay)

Single-vision  
Bifocal  
Trifocal  
Lenticular

\$275  
Allowable  
for lenses,  
frames or  
Contacts  
per year

\$100 per year  
\$125 per year  
\$150 per year  
\$175 per year

Frames  
Contacts

\$75 per 24 months

Regular  
Medically  
Necessary

\$215 per year

\$250 per year

Hearing Aid

Effective January 1, 1998: non-investigational or non-  
experimental services prescribed by licensed physician or  
licensed audiologist. Claims paid at 80%. Limit \$800/any  
three (3) year period.

Weekly Disability  
Employee Only

**MetLife**  
Short-Term Disability

Begins, Accident  
Begins, Illness  
Weekly Benefits

1st Day  
4th Day  
\$300- 1st Four Weeks  
\$350- Next 22 Weeks

## **APPENDIX B**

### **ATTENDANCE**

#### **DAILY ABSENCE**

##### **EMPLOYEE REPORTING REQUIREMENTS**

Each day of absence *must* be reported using the *IVR* call-in system.  
(*Wallet sized cards are available in Payroll*)

***TMP Employees: 800-220-4712***

The system will not accept or record your absence if you do not call before or within 30 minutes after shift start. Your failure to call within this time will be considered an unreported absence.

#### **MEDICAL LEAVE OF ABSENCE (INITIAL)**

##### **EMPLOYEE REPORTING REQUIREMENTS**

If an absence due to personal illness or injury extends to 3 days, you must personally contact the nurse at the plant in which you work.

***TMP Employees: 503.745.7138***

This personal contact must be made prior to the end of your shift on or before the third workday to request a medical leave of absence and to provide proof of disability.

Only employees who are hospitalized, bedridden, or immobilized will be allowed to provide proof of disability at the first opportunity beyond the third day. Medical documentation must specify the cause of inability to provide documentation by the end of the third day.

Medical documentation may be faxed to:

***TMP Employees: 503.745.6243***

#### **DISCIPLINE**

In all instances, it is the employee's responsibility to personally make the required call and to ensure that medical documentation is provided as required.

Failure to follow each of these reporting requirements the first time will result in a Warning Letter. A second failure to report as required will result in a second Warning Letter. A third failure to report as required will result in discharge.

To maintain your medical leave status you must personally contact the nurse at least once each work week and provide proof of continuing disability by the end of your shift upon expiration of your current proof of disability. Weekly contact may be waived in writing.

As an example, your disability slip states, “off work (or disabled) from 1/10 through 1/15”. You are expected to return to work on 1/16 or provide proof of continuing disability by the end of your shift on 1/16.

**Nurse’s station:                   503.745.7138**  
**Fax:                                   503.745.6243**

Failure to return to work or provide proof of continuing disability as required will remove you from medical leave status and require you to follow the Daily Absence reporting requirements.

**FAMILY LEAVE: OREGON FAMILY LEAVE ACT (OFLA) AND FAMILY MEDICAL LEAVE ACT (FMLA)**

**EMPLOYEE REPORTING REQUIREMENTS**

An employee requiring family leave must inform the 3<sup>rd</sup> party administrator with a 30-day notice for foreseeable FMLA requests. All unused and accrued vacation and sick pay must be used in conjunction with FMLA except for vacation for an employee’s own serious health condition that qualifies for FMLA or OFLA. Employees on FMLA or OFLA leave who do not qualify for Short Term Disability, Long Term Disability, Workers Compensation or other paid leave will be required to use up to eighty (80) hours of accumulated sick leave annually. Any short term disability is automatically designated as FMLA time. For OFLA sick child leave call TMP Human Resource Management at 503-745-7072.

**MEDICAL VERIFICATION**

- ***For Sick Child Leave*** medical verification is required after the third day leave is taken for this purpose (not sequential and may be a different child) in any calendar year.
- ***For a Serious Health Condition*** for you or any eligible close family member, medical verification of the condition requiring the leave is required within 15 days of the Company’s written request. A form of “Certification of Health Care Provider” will be provided to you for the purpose of obtaining that verification, if you have not previously provided satisfactory medical verification.

***A serious health condition is defined as:***

- In patient care
  - Critical illness or injury diagnosed as terminal or which poses an imminent danger of death
  - Conditions requiring constant or continuing care
  - Permanent or long-term incapacity due to a condition for which treatment may not be effective (such as Alzheimer’s disease, severe stroke, or terminal stages of disease)
  - Absence for pregnancy related disability
  - Absence for prenatal care
  - Multiple treatments for conditions that if not treated would likely result in incapacity of more than three days
- **For parental leave** due to a newborn, newly adopted or newly placed foster child. Parental leave must be taken in one continuous block of time. Documentation to support the leave must be provided within 5 days of the request.

**ELIGIBILITY**

The eligibility requirements of ***OFLA*** and ***FMLA*** are different:

***OFLA***

Employees are eligible for ***OFLA*** if they have been employed for 180 days preceding the start of leave and, during the period of such employment they have averaged 25 hours of work per week.

***FMLA***

Employees are eligible for ***FMLA*** if they have been employed for 12 months preceding the leave and have worked a total of 1250 hours within that 12- month period.

**DISCIPLINE**

An employee who fails to provide the required notice and/or medical verification in the times required under this policy, will receive a written Warning Letter. An employee who fails to provide the required notes and/or medical verification in the time required by this policy a second time will receive a second Warning Letter. Any employee who violates this verification process after two written warnings will be discharged.

## APPENDIX C

### HOLIDAYS BY YEAR

<b>Portland Truck Plant Holiday schedule 2016 – 2021</b>	
<b>APPENDIX "A"</b>	
<b>HOLIDAYS BY YEAR</b>	
<b>2016</b>	
Veterans Day	Friday, November 11, 2016
Thanksgiving	Thursday, November 24, 2016
Day After Thanksgiving	Friday, November 25, 2016
Christmas	Friday, December 23, 2016
Christmas	Monday, December 26, 2016
Christmas	Tuesday, December 27, 2016
Christmas	Wednesday, December 28, 2016
Christmas	Thursday, December 29, 2016
Christmas	Friday, December 30, 2016
<b>2017</b>	
New Years (Observed)	Monday, January 02, 2017
Good Friday	Friday, April 14, 2017
Memorial Day	Monday, May 29, 2017
Independence Day	Tuesday, July 04, 2017
Labor Day	Monday, September 04, 2017
Veteran's Day	Friday, November 10, 2017
Thanksgiving	Thursday, November 23, 2017
Day After Thanksgiving	Friday, November 24, 2017
Christmas	Monday, December 25, 2017
Christmas	Tuesday, December 26, 2017
Christmas	Wednesday, December 27, 2017
Christmas	Thursday, December 28, 2017
Christmas	Friday, December 29, 2017
<b>2018</b>	
New Years	Monday, January 01, 2018
Good Friday	Friday, March 30, 2018
Memorial Day	Monday, May 28, 2018
Independence Day	Wednesday, July 04, 2018
Labor Day	Monday, September 03, 2018
Veteran's Day (Observed)	Monday, November 12, 2018
Thanksgiving	Thursday, November 22, 2018
Day After Thanksgiving	Friday, November 23, 2018
Christmas	Monday, December 24, 2018
Christmas	Tuesday, December 25, 2018

Christmas	Wednesday, December 26, 2018
Christmas	Thursday, December 27, 2018
Christmas	Friday, December 28, 2018
Christmas	Monday, December 31, 2018
<b>2019</b>	
New Years	Tuesday, January 01, 2019
Good Friday	Friday, April 19, 2019
Memorial Day	Monday, May 27, 2019
Independence Day	Thursday, July 04, 2019
Labor Day	Monday, September 02, 2019
Veteran's Day	Monday, November 11, 2019
Thanksgiving	Thursday, November 28, 2019
Day After Thanksgiving	Friday, November 29, 2019
Christmas	Monday, December 23, 2019
Christmas	Tuesday, December 24, 2019
Christmas	Wednesday, December 25, 2019
Christmas	Thursday, December 26, 2019
Christmas	Friday, December 27, 2019
Christmas	Monday, December 30, 2019
Christmas	Tuesday, December 31, 2019
<b>2020</b>	
New Years	Wednesday, January 01, 2020
Good Friday	Friday, April 10, 2020
Memorial Day	Monday, May 25, 2020
Independence Day (Observed)	Friday, July 03, 2020
Labor Day	Monday, September 07, 2020
Veteran's Day	Wednesday, November 11, 2020
Thanksgiving	Thursday, November 26, 2020
Day After Thanksgiving	Friday, November 27, 2020
Christmas	Thursday, December 24, 2020
Christmas	Friday, December 25, 2020
Christmas	Monday, December 28, 2020
Christmas	Tuesday, December 29, 2020
Christmas	Wednesday, December 30, 2020
Christmas	Thursday, December 31, 2020
<b>2021</b>	
New Years	Friday, January 01, 2021
Good Friday	Friday, April 02, 2021
Memorial Day	Monday, May 31, 2021
Independence Day (Observed)	Monday, July 05, 2021
Labor Day	Monday, September 06, 2021

**APPENDIX D**  
**PHONE NUMBERS**

<b>Daily Absence Reporting (IVR) Line</b>	<b>800-220-4712</b>
<b>In Plant Emergency Number</b>	<b>5-5911</b>
<b>In Plant Security</b>	<b>5-7131</b>
<b>Weather Emergency Hot Line</b>	<b>800-874-7968</b>
<b>Nurses Station</b>	<b>503-745-7138</b>
<b>Nurses Station Fax</b>	<b>503-745-6243</b>
<b>FMLA/ OFLA Request (Sedgwick)</b>	<b>866-530-2280</b>
<b>OFLA Sick Child Request (HR Dept.)</b>	<b>503-745-7072</b>
<b>Workers Comp Administrator (Sedgwick)</b>	<b>866-530-2280</b>
<b>Metropolitan Life Insurance</b>	<b>866-492-6983</b>
<b>Blue Cross Blue Shield</b>	<b>866-322-4784</b>
<b>Kaiser</b>	<b>800-813-2000</b>
<b>Express Scripts Prescription Benefit</b>	<b>800-818-1030</b>
<b>Medical Spending Account (ADP)</b>	<b>800-654-6695</b>
<b>Moda Health Dental</b>	<b>877-425-9808</b>
<b>DTNA Benefit Service Center</b>	<b>800-605-6031</b>
<b>DTNA Employee Assistance Program</b>	<b>877-251-9695</b>
<b>SEIU Local 49 (3536 SE 26<sup>th</sup> Ave, Portland)</b>	<b>503-964-5311</b>
<b>Human Resources Dept.</b>	<b>503-745-7115</b>

<b>Human Resources Dept. Fax</b>	<b>503-745-7487</b>
<b>Safety Committee Chair</b>	<b>503-745-5125</b>
<b>DTNA Benefit Service Center</b>	<b>800-605-6031</b>
<b>DTNA Employee Assistance Program</b>	<b>800-554-6931</b>
<b>United Way Help Line</b>	<b>503-222-5555</b> <b>(or phone 211)</b>
<b>Labor's Community Service Agency</b>	<b>503-231-4962</b>
<b>SEIU National Industry Pension Fund</b>	<b>800-458-1010</b>

## APPENDIX E

### EMAIL AND WEB ADDRESSES

<b>Daimler Benefits Service Center</b>	<b><a href="http://www.truckbenefits.com">www.truckbenefits.com</a></b>
<b>Blue Cross Blue Shield</b>	<b><a href="http://www.bcbsm.com">www.bcbsm.com</a></b>
<b>Express Scripts (Medco) Pharmacy</b>	<b><a href="http://www.medco.com">www.medco.com</a></b>
<b>Kaiser</b>	<b><a href="http://www.kp.com">www.kp.com</a></b>
<b>Daimler Employee Assistance Program</b>	<b><a href="http://www.cignabehavioral.com">www.cignabehavioral.com</a></b>
<b>LifeMap Disability</b>	<b><a href="mailto:claims@lifemapco.com">claims@lifemapco.com</a></b>
<b>Guardian Disability and Life Insurance</b>	<b><a href="http://www.guardiananytime.com">www.guardiananytime.com</a></b>
<b>Medical Spending Account</b>	<b><a href="http://www.flexdirect.adp.com">www.flexdirect.adp.com</a></b>
<b>Moda Health Dental</b>	<b><a href="http://www.modahealth.com">www.modahealth.com</a></b>
<b>Vision Service Plan (VSP)</b>	<b><a href="http://www.vsp.com">www.vsp.com</a></b>
<b>Best Doctors</b>	<b><a href="http://www.bestdoctors.com">www.bestdoctors.com</a></b>
<b>Machinists Retirement Savings (401k) / Prudential</b>	<b><a href="http://www.prudential.com/online/retirement">www.prudential.com/online/retirement</a></b>
<b>SEIU Local 49</b>	<b><a href="http://www.seiu49.org">www.seiu49.org</a></b>
<b>United Way</b>	<b><a href="http://www.unitedway-pdx.org">www.unitedway-pdx.org</a></b>

**APPENDIX F  
CALENDAR  
Calendar for 2016**

January						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## Calendar for 2017

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	<b>2</b>	3	4	5	6	7				1	2	3	4				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31					26	27	28					26	27	28	29	30	31	
April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	<b>14</b>	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	<b>29</b>	30	31				25	26	27	28	29	30	
30																				
July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5						1	2
2	3	<b>4</b>	5	6	7	8	6	7	8	9	10	11	12	3	<b>4</b>	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30
30	31																			
October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	<b>10</b>	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	<b>23</b>	<b>24</b>	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	30
														31						

## Calendar for 2018

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	<b>1</b>	2	3	4	5	6					1	2	3					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28				25	26	27	28	29	<b>30</b>	31

April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	<b>28</b>	29	30	31			24	25	26	27	28	29	30

July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	<b>4</b>	5	6	7				1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	<b>3</b>	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31	23	24	25	26	27	28	29	
													30							

October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	<b>12</b>	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	<b>22</b>	<b>23</b>	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30	23	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	29	
													30	<b>31</b>						

## Calendar for 2019

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		<b>1</b>	2	3	4	5						1	2						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30
														31						
April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	<b>19</b>	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	<b>27</b>	28	29	30	31		23	24	25	26	27	28	29
														30						
July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	<b>4</b>	5	6					1	2	3	1	<b>2</b>	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					
October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	<b>11</b>	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	28
27	28	29	30	31			24	25	26	27	<b>28</b>	<b>29</b>	30	29	<b>30</b>	<b>31</b>				

## Calendar for 2020

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1	1	2	3	4	5	6	7
5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14
12	13	14	15	16	17	18	9	10	11	12	13	14	15	15	16	17	18	19	20	21
19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28
26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31				

April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2	1	2	3	4	5	6	
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
							31													

July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

## Calendar for 2021

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28							28	29	30	31			
31																				
April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3							1			1	2	3	4	5
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		
October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				