

**THIS BOOK CONTAINS:**

**JUNE 1, 2016 – MAY 31, 2020**

# ***Labor Agreement***

*between*

**AMETEK**

*and the*



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**PREAMBLE**

This Agreement is effective the **1st day of June 2016** to between AMETEK Aerospace and Defense, hereinafter called "Employer" or "Company" and Local 201 of the IUE-CWA (AFL-CIO), hereinafter referred to as the "Union". This Labor Agreement shall be known as the Legacy Agreement and is only applicable to the following individuals (as well as anyone on the Recall List prior to June 1, 2016):

Employee Name

- Benedict, Samuel
- Bitler, Michael S
- Brodie, Stephen
- Douglas, Alan B
- Drew, Daryll A
- Dwyer, Margaret A
- Legro, James
- Monks, Thomas
- Otting, James M
- Pais, Roy

**2016-2020 WAGE AGREEMENT**

The Company and Union agree that there will be no wage increases during this four year contract period for the legacy group of employees.

*(See Appendix A for Wage Chart)*

The provisions of the Wage Agreement shall continue in full force and effect between the parties hereto, and including **May 31, 2020**.

**ARTICLE I**

**Union Recognition**

**A. Recognition**

The Company agrees to recognize the Union and will bargain with the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for those groups of employees which the National Labor Relations Board has certified as the bargaining unit at the Wilmington, MA location of AMETEK Measurement and Power Systems Division.

**B. Accretion & Successor**

The provisions of this Agreement shall be binding upon the Union and the Company and its successors and assigns all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the Company or any or all of its property, or affected or changed in any respect by any change in the legal status, ownership, or management of the Company.

This agreement will apply to any plant newly constructed and operated by AMETEK Measurement and Power Systems Division, a subsidiary of AMETEK, Inc., after the effective date of this Agreement, within a radius of twenty-five (25) miles from Wilmington, MA for the purpose of manufacturing any article, or parts thereof, of the type of character manufactured in the existing plant in Wilmington, MA.

**ARTICLE II**

**Union Security**

- A. Subject to applicable law, all employees who are members of the Union in good standing in accordance with the Constitution and By-Laws of the Union as of the date of this agreement or who become members of the Union following said date shall, as a condition of employment, remain members of the Union in good standing insofar as the

uniformly required payment of an amount equal to the periodic dues and initiation fees is concerned.

- B. Subject to applicable law, all present employees who are not members of the Union and all individuals hired after the effective date of the Agreement shall, beginning on the thirtieth (30th) day following the effective date of the Agreement or the thirtieth (30th) day following employment, whichever is later, as a condition of employment, either become and remain members of the Union in good standing insofar as the uniformly required payment of an amount equal to the periodic dues and initiation fees is concerned, or, in lieu of such Union membership, pay to the Union an equivalent service charge.
- C. The Company, for each of its employees included within the bargaining units recognized by the Company in Article I, who individually in writing duly authorizes payroll to do so, will deduct from the earnings payable to such employee on the second payday of each month the monthly dues (including initiation fee, if any) for the employee's membership in the Union, or the equivalent service charge, and shall remit to the Union all such deductions.

Subject to applicable law, individual authorizations executed after the effective day of this Agreement shall be signed cards in the form agreed to by the Company and the Union.

- D. Bargaining unit employees may voluntarily elect to authorize the Company to deduct an amount specified by the employee for the purpose of a donation to the IUE-COPE fund (Committee on Political Education).

### **ARTICLE III**

#### **Working Conditions**

##### **A. General**

The Company will continue to provide systematic safety inspections, safety devices, guards, and medical service to minimize accidents and health hazards on its premises.

##### **B. Drug and Alcohol Free Workplace**

The Company will maintain a drug and alcohol free workplace in order to comply with federal and state laws and regulations, as well as to protect the safety, security, and health of its employees and customers. All employees are required to adhere to a drug and alcohol free workplace as a condition of employment.

Employees in positions covered by either FAA, DOD, or DOT regulations that require drug and alcohol testing and who test positive for the presence of illegal drugs or alcohol will be removed from their covered positions and placed on a lack of work status. The employee will return to work to the covered position upon attaining a negative drug or alcohol screen and rehabilitation as determined by the Medical Review Officer. It is understood that the Company will not protest an employees' eligibility for unemployment compensation benefits for such period for which the employee is not receiving compensation from the Company either from sick and personal pay, vacation, or short term disability payments. Employees will not be entitled to Income Extension Aid (IEA) for any period out of work as a result of a positive drug or alcohol test whether or not the employee is receiving unemployment compensation for such period.

**All bargaining unit employees are subject to the mandatory Drug and Alcohol Program (with the exception of the R25 Electrician) as well any individual that is on the recall list as of this date and is subsequently recalled.**

##### **C. Health and Safety**

1. A Health and Safety Committee will be established consisting of representatives of the Company and two (2) members designated by the Union and the Union industrial hygienist to discuss mutual safety issues and address employee safety concerns as appropriate.

The Company will compensate AMETEK bargaining unit employees who are members of the Safety Committee up to a maximum of four (4) hours per month for the purpose of attending safety meetings, safety tours and accident investigations.

2. The Company will permit access to the plant by a certified industrial hygienist retained by the Union during normal business hours for purposes of reviewing specific health or safety concerns, provided prior notice is given to the Company and arrangements are confirmed for such visitation.

Requests for access outlining specific areas of concern should be directed to the Company's manager of employee relations at least twenty four (24) hours prior to the requested visit date unless emergency conditions exist. Such

visits should not exceed four (4) per year unless emergency conditions arise where the parties jointly feel another visit would be beneficial.

3. Employees and union stewards should raise safety concerns with the appropriate supervisor. The supervisor will, upon request, contact the person so designated by management to discuss the problem with the employee and the steward. If the decision of the person so designated by management is that a safety hazard exists the condition will be corrected. If the decision is that there is no unsafe condition, the employee will proceed to perform the work and may grieve the decision under Article XIII. It is understood that the employee does not have to work on an assignment they consider unsafe until a decision is made by the person so designated by management. This procedure is not to be used as a means to escape an unpleasant work assignment. It is expected that complaints will be reasonable.

#### D. Return to Work From Illness/Injury

(a) While absent from work as a result of illness or injury, the employee must provide the Company a written monthly update including their current medical status and expected return to work date on a form supplied by the Company. Failure to comply with this requirement will result in a loss of continuity of service and may result in termination under Article VIII, C.1.(c).

(b) Prior to returning to work from illness or injury, employees must provide a certification of recovery signed by their physician on a form supplied by the Company. After receiving this certification of recovery form, the Company reserves the right to require the employee to be examined by the Company physician for a second medical opinion.

(c) Disputes on eligibility to return to work will be referred to a neutral third party physician. This applies in the following cases:

1. The employee has been admitted to the hospital on an inpatient basis regardless of the duration.
2. The employee has been absent because of a contagious disease, as determined by the State Board of Health guidelines.
3. The employee has been absent for a personal illness in excess of six (6) work days or if receiving short-term disability benefits as a result of injury or illness.
4. The employee has had surgery on either an inpatient or outpatient basis.

Any additional expenses associated with medical opinions are at the Company expense. Employees who provide a certification of recovery form and who are denied their return; in addition, if a final resolution results in a decision favorable to the employee, the employee shall receive full back pay to the date of the initial medical clearance.

(d) Employees returning to work after an absence in excess of ninety (90) days will be required to perform his/her job duties satisfactorily for a minimum of thirty (30) days prior to being eligible for vacation, sick, or personal time, except that, the Company may authorize use of personal/sick or vacation time in special circumstances.

(e) Any employee unable to perform his or her assigned work duties satisfactorily despite medical clearance to return to work will revert to the benefit eligibility they had prior to their date of initial medical clearance to return to work including the applicable procedures specified in Section D.(b) and Section D.(c).

#### E. Medical Limitations

Employees with documented temporary medical limitations will be transferred to a suitable available job classification at the Company's discretion if the employee's restriction can be reasonably accommodated; generally not to exceed thirty (30) days. Employees with a permanent (greater than thirty (30) days) medical limitation will be transferred to a suitable available job classification by exercising their contractual displacement rights. Disputes on return to work will be referred to a third party physician.

### ARTICLE IV

#### Discrimination and Coercion

- A. No member of the Company or its agents shall discriminate against any employee because such employee is a member, steward, officer, or other agent or representative of the Union.
- B. No member of the Union or its agents shall intimidate or coerce any employee, nor solicit members or funds in the plant during working hours.
- C. Ametek policy prohibits discrimination against any employee or applicant for employment with respect to hiring or other conditions of employment, on the basis of race, color, religion, gender, sexual orientation, national origin, age or

veteran status. Equal Employment Opportunity is a legal, social and economic necessity for the Company. The policy extends to recruiting, hiring, Company-sponsored training, promotions, compensation, benefits, transfer, layoff, return from layoff, education, tuition assistance, and social and recreational programs

The Company will not discriminate against any employee or applicant because of a physical handicap or a disability in regard to any position for which the employee or applicant is qualified and for which reasonable accommodation can be made to enable the employee or applicant to perform the essential functions of the job. Such accommodations include, but are not limited to, such things as workplace modification: adaptation of tools and equipment and work restrooms, cafeterias, or other facilities accessible; adaptation of tools and equipment and work schedules. The Company and the Union will function together to recommend solutions for ADA requests for reasonable accommodation. Promotions, bids or transfers will be administered in accordance with contractual provisions.

The Company will not interfere with or discriminate against any employee covered by this Agreement because of membership in or legitimate activity on behalf of the Union.

## **ARTICLE V**

### **Working Hours: Straight Time - Overtime**

#### **A. Workweek**

1. Definition:

The regular working week shall consist of forty (40) hours of five (5) eight-hour days, from Monday to Friday inclusive.

The workday shall consist of twenty-four (24) consecutive hours beginning with the time the employee is scheduled to start work, and the employee's day of rest starts at the same time on the day or days they are not scheduled to work. The workweek starts with the start of the regularly assigned work period on Monday of that workweek.

If an employee commences work on Monday at a newly assigned starting time without having had twenty-four (24) hours rest since the end of their last work day in the previous week, the workday immediately preceding such Monday should not be considered as having ended. Should this be the case, the employee would be entitled to double time payment for hours worked up to end of the employees' seventh day.

2. Notice:

When a change is made in the hours of work or working schedules of substantially all employees of the plant or a department, the Company will notify the employees affected as well as the Union at least one week in advance of the effective date of such change. When a change is made in the hours of work or the working schedules of various individuals or smaller groups of employees, the supervisor will give the affected employees and their Union steward as much notice as possible.

#### **B. Overtime - Regular Workweek**

Hourly or salaried non-exempt employees will be paid overtime as follows:

1. At the rate of time and one-half for hours worked either:

- (a) In excess of eight (8) hours in any single workday; or
- (b) In excess of forty (40) hours in any given workweek; or
- (c) On the sixth day immediately following the employee's normal five (5) day work schedule.

2. At the rate of double time for hours worked either:

- (a) On the seventh day immediately following the employee's normal five (5) day work schedule, or;
- (b) On an unpaid holiday for hourly employees; or Veteran's Day; or
- (c) In excess of twelve (12) hours in a workday; provided that an employee who shall have worked in excess of twelve (12) hours in any single work day; and who shall be required to work beyond that workday, shall continue to be paid at the double time rate for hours worked until they have been relieved from work.

3. At the rate of double time and one-half for hours worked either:

- (a) On any of the holidays listed in Article VII, Section A (with the exception of Veteran's Day); or
- (b) Outside the employee's regularly scheduled shift on any holidays listed in Article VII, Section A;
- (c) For salaried non-exempt employees only, for any hours worked on any holiday.

**C. General**

1. Listed holidays shall mean those holidays listed in Article VII, Section A of the Agreement.
2. Computation of overtime shall be in accordance with the day as defined in A1 above and shall be allowed under only one of the overtime provisions listed in Section B for any given hours. There shall be no duplication or pyramiding of overtime payments.
3. In cases where the Company instructs employees to report ahead of schedule and/or remain after the regular schedule to change clothes, etc., employees involved will be paid for such additional time.

**D. Night Shift Differential**

Hourly rated and salaried employees assigned to recognized second and third shift operations shall have ten percent (10%) added to their regularly determined earnings for all work performed on such shifts except that employees hired after 6/26/88 and who have no record of prior Company service shall have sixty cents (\$.60) added to their regular hourly rate for all work performed on such shifts until they have accumulated two and one half (2 1/2) years of continuous service after which they will receive the 10% night shift differential. Recognized second and third shifts shall in all cases be those beginning between 12:00 noon and 3:30 a.m. In exceptional cases, the starting time for a recognized second shift may be earlier by mutual agreement between the Company and the Union.

**E. Other Special Payments**

1. Early Reporting and Call-In
  - (a) Employees who are called in outside of their regular schedule of hours will be paid at the applicable premium rate, but not less than the equivalent of four (4) hours pay at their straight-time rate. Day shift employees who are specifically called in after the end of their regular day shift will be paid at the rate of double time for all hours worked after midnight up to their normal starting time (and) in no case shall receive less than the equivalent of four (4) hours pay at their straight time rate.
  - (b) Flexible work schedules may be used for employee convenience with prior approval of the Company. The following provisions shall apply to employees reporting to work, at their convenience prior to their normal start times and who work into their normal work schedule during non-holiday weekdays. Such employees shall be entitled to premium pay for hours worked in accordance with section B except that; for this flexible work schedule only, the early report in hours shall be considered to be part of the new workday and that overtime (if applicable) will be applied at the end of the new workday in accordance with section B.
2. Report-in Time

Employees who report for work in accordance with their regular schedules without previous notice that neither their regularly assigned work nor any reasonably comparable work is available, will receive not less than four (4) hours pay at the rate applicable had they worked. This subsection 2 shall not be applicable where the inability of the Company to supply work is the result of fire, snowstorm, flood, power failure, work stoppage by employees, or other similar circumstances beyond the Company's control.
3. Dispensary Time

Employees will be paid at their applicable rate for time spent for examination of treatment of an injury by a medical professional beyond minor first aid of any injury arising out of and in the course of their employment, whenever such time would otherwise have been spent by the injured employee on the work assigned. Employees who are directed not to return to work as a result of their injuries shall be paid at their straight-time rate to the end of their scheduled work shift.
4. Shift Change

An employee who is transferred from their regular established shift to another and who is thereafter returned to their original shift during the same week or the next week, shall be paid at the rate of time and one-half for the first eight (8) hours worked upon returning to the original shift. Such payments will not be made when either or both transfers (1) results from the failure of another employee or employees to report for work; or (2) is made in connection with a lack of work situation; or (3) is made at the employee's request; or (4) results from an emergency breakdown of equipment or machinery; or (5) is made in connection with an established program of shift rotation.
5. Division of Overtime

Overtime shall be divided as equally as efficient operations permit among the employees who are performing similar work in the group. The Company will provide cross training for all employees in a classification and department. A record of all overtime worked by employees or hours charged to them and a cross-training matrix will be maintained by the supervisor and will be available for examination by the appropriate union steward upon request.

## **ARTICLE VI**

### **Wage Rates**

- A. Any question which affects hourly rates, or salaried rates of individuals or groups within the bargaining unit shall be subject to negotiation between the Company and the Union.
- B. The Company shall furnish the Union with information concerning all hourly and salaried job classifications, for all jobs included within the bargaining unit. It is understood that the job classifications and definitions referred to above are merely for purposes of identification and general description and do not purport to be all-inclusive or exhaustive of the actual requirements of any job so classified or defined. In addition, upon request by the Union, the Company will furnish a copy of the currently applicable wage structure for the plant.
- C. Notice to Union of Wage Increases for Hourly and Salaried Employees  
Whenever a Union's request for a wage increase for an employee within the bargaining unit is denied, the Union shall be advised in advance if the increase is subsequently granted by the Company within six (6) months after such request.

## **ARTICLE VII**

### **Holidays**

#### **A. Listed Holidays**

|                       |                                |
|-----------------------|--------------------------------|
| New Year's Day        | Thanksgiving Day               |
| Washington's Birthday | The day after Thanksgiving Day |
| Patriot's Day         | The day before Christmas Day   |
| Memorial Day          | Christmas Day                  |
| Independence Day      | Labor Day                      |
| Columbus Day          | Floating Holiday               |

#### **B. Hourly Rated Employees**

- 1. An hourly rated employee will be paid, for each of the above listed holidays not worked, up to eight (8) hours at the employees current hourly rate, for a number of hours equal to the employee's regular daily working schedule during such week, provided each of the following conditions are met:
  - (a) Such employee has been employed at least thirty (30) days prior to any such holiday.
  - (b) Such employee works their last scheduled workday prior to and their next scheduled workday after such holiday within the employee's scheduled work weeks. This condition shall not prevent payment of holiday pay to:
    - (1) An employee who has been absent from work because of verified personal illness for not more than three (3) months prior to the week in which the holiday occurs and who works or reports for the Company's physical examination the next scheduled workday following the holiday; or
    - (2) An employee who has been continuously absent from work for not more than two (2) weeks prior to the week in which the holiday occurs and who is not at work either or both such workdays due to approved absences for personal illness or emergency illness at home, death in the family, layoff, or union activity; or
    - (3) An employee who is not at work on either or both such workdays solely due to military encampment or jury duty; or
    - (4) An employee who is absent from work on either the last scheduled workday prior to double consecutive holidays (when such double consecutive holidays have been arranged under the provisions of Section D thereof) or the employee's next scheduled workday after such double consecutive holidays (in such cases, the employee will be entitled to holiday pay only for the first of such double consecutive holidays if the employee works the last scheduled workday prior to that



holiday, but not the next scheduled workday after the second holiday; and will be entitled to holiday pay only for the second of such double consecutive holidays if the employee fails to work the last scheduled workday prior to the first of such double consecutive holidays, but works the next scheduled workday after the second of such double consecutive holidays).

2. Hourly rated employees who are receiving the night shift differential shall have the same added to any holiday pay received by them under this Article.
- C. Any of the above-listed holidays falling on Sunday shall be treated for all purposes under this Agreement as falling on the following Monday and shall for such purposes be observed on that Monday only. In like manner, any of the above-listed holidays falling on Saturday shall be treated for all purposes under this Agreement (including the purposes of Section B (3) of Article V) as falling on the preceding Friday and shall for such purposes be observed on that Friday only. However, the Company and Union may, by agreement in writing, substitute a day other than the preceding Friday for any such holiday which falls on Saturday.
- D. The Company and the Union may agree in writing to substitute a different holiday in place of any of the above listed holidays for all purposes.
- E. Represented employees will have a paid floating holiday to be scheduled in the same manner as a day's vacation under Article IX.

## **ARTICLE VIII**

### **Continuity of Service - Service Credits**

#### **A. Definition of Terms**

1. "Service Credits" are credits for periods during which the employee is actually at work for the Company or for periods of absence for which credit is granted (as provided in Section B).
2. "Continuity of Service" designates the status of an employee who has service credits totaling 52 or more weeks.
3. "Continuous Service" designates the length of each employee's continuity of service and shall equal the total service credits of an employee who has "continuity of service".
4. "Seniority" is the total length of continuous service with the Company that is listed as protected bargaining unit service with the Company's Wilmington, MA facility of AMETEK Aerospace under this agreement, including adjusted service from the former company - General Electric. For employees with service credits of more than six (6) months but less than one (1) year, seniority will be service credits including adjusted service under the former company - General Electric. Seniority in the case of a present employee is determined from the seniority date shown opposite the name of such employee on the seniority list.
5. "Absence" is the period an employee is absent from work either with or without pay (except a paid vacation period), computed by subtracting the date following the last day worked from the date the employee returns to work. Each separate continuous period away from work shall be treated as a single absence from work.

#### **B. Service Credits**

Service credits for each employee shall be granted for periods during which the employee is actually at work for the Company, and service credits for absences shall be added to an employee's service, after reemployment with continuity of service or with prior service credits, as follows:

1. Employees when reemployed with prior service credits or continuity of service following absence due to illness, accident, layoff, or leave of absence granted by the Company, will receive service credits for up to a total of the first twelve (12) months of such absence. Where the absence of an employee, with continuity of service, is due to a compensable accident or compensable illness, and the employee is reemployed without loss of continuity of service, service credits will be granted for the period of their absence in excess of twelve (12) months up to a maximum of six (6) additional months.
2. For all other absences of two (2) weeks or less, such employees will receive service credits. If the absence is longer than two (2) weeks, no service credits will be allowed for any part of such absence.
3. If an employee who has lost prior service credits or continuity of service is reemployed, they shall be considered a new employee and will not receive service credits (unless all or part of prior service credits are restored) for any time prior to the date of such reemployment.

#### **C. Loss of Service Credits and Continuity of Service**

1. Service credits previously accumulated and continuity of service, if any, will be lost whenever the employee:
  - (a) Quits, dies, resigns, retires, or is discharged.
  - (b) Is absent from work for more than two (2) consecutive weeks without satisfactory explanation.

- (c) Is absent from work because of personal illness or accident and fails to keep the Company's Human Resources Department notified on a monthly basis on a form provided by the Company, stating the probable return to work date.
  - (d) Is notified within a year from date of layoff that they may return but fails to return or to give satisfactory explanation within two (2) weeks.
  - (e) Is absent from work without satisfactory explanation beyond the period of any leave of absence granted by the Company.
  - (f) Is absent from work for a continuous period of more than one (1) year for any reason, other than (a) a leave of absence granted in advance, or (b) an absence due to a compensable accident (up to 18 months) or compensable illness (up to 18 months).
- 2a. Active employees as of July 27, 2012 who at the time of layoff had one (1) year of continuous service shall, despite loss of service as a result of such layoff, be retained on the recall list according to their prior service credits and be eligible for reemployment for a period of sixty (60) months following layoff, provided employee does not retire while on the recall list. If the employee retires while on the recall list, recall rights are forfeited.
  - 2b. Employees, hired after July 27, 2012 are eligible for recall for up to thirty-six (36) months based on the number of completed months of service. An employee whose employment is restored under Article 8C shall not be subject to this provision.
  - 2c. The Company, at its discretion, can offer any employee on recall or going on recall a volunteer opportunity of \$7,500 (less appropriate withholding tax) to waive recall rights.
  - 2d. In the case of employees with the required service absent due to illness or injury, the same recall arrangement specified in Paragraph 2a or 2b (whichever is applicable) and 2c will be made only if:
    - (i) The individual reports promptly to Human Resources for employment upon recovery.
    - (ii) The employee is otherwise eligible in which case they will promptly thereafter have their name added to the recall list. Actual recall is predicated upon the employee meeting the Company's medical requirements for return to work.
  3. If the Company re-employs an employee who has lost service credits and continuity of service because of layoff or because of absence due to illness or injury for more than one (1) year, such employee shall have all previous service credits and continuity of service automatically restored if their continuous service at the time of layoff or first day of illness was greater than the total length of such absence or if the employee has recall rights under Section C2 of this Article. An employee with continuity of service out due to illness for a period not exceeding one (1) year (eighteen months compensable) who returns to work shall be reemployed on their former job providing they are able to perform the job and normal seniority provisions permit.
  4. If the Company reemploys after August 10, 1992, a former employee, who, as of August 7, 1989, was an employee of AMETEK or an employee with recall rights to the bargaining unit, and is not eligible for automatic service restoration under Section C3, the Company shall restore all previous continuity of service and seniority after the employee has completed three (3) years of continuous service following reemployment. The above does not apply to a voluntary resignation of service.
  5. The service record of each employee laid off and reemployed after layoff, illness, or injury will be reviewed by the Company at the time of reemployment and in each case such employee will be notified as to their service credits and continuity of service, if any.

**D. Continuity of Service and Seniority**

Employees who have been or who may be transferred to jobs outside the bargaining unit may be returned to their former classification in the bargaining unit in accordance with their total length of continuous service as follows:

1. Employees who after October 3, 1966, are transferred to jobs outside the bargaining unit may be returned to their former classification in the bargaining unit in accordance with their total length of continuous service at the time they left the unit plus the number of years outside the unit up to a maximum of five (5) such years outside the unit.
2. Employees who after June 30, 1985 are transferred to exempt management jobs outside the bargaining unit may be returned to their former classification in the bargaining unit in accordance with their total length of continuous service during the period up to twenty-four (24) months following the first such transfer to a job outside the unit.
3. Employees who after January 1, 1993 are transferred to any job outside of the bargaining unit may return in accordance with their total length of continuous service up to twelve (12) months following the first such transfer

- outside the bargaining unit. Such employee may return under the provisions of Article X or XI.
4. Employees who after June 2, 1996 transfer to an exempt management position will forfeit all previous bargaining unit seniority for purposes of return to the bargaining unit. Employees transferring to a job outside of the bargaining unit to any certified bargaining unit at the Wilmington location shall retain a return right with the seniority at the time of transfer. Seniority shall not accrue outside of the IUE-represented bargaining unit.

Clarification Note

Any employee who has lost return rights to the bargaining unit as a result of any of the above section D clauses or does not have sufficient credited bargaining unit seniority to return, shall upon rehire to an open job (Provided Article X procedures have been exhausted) be credited with bargaining unit seniority for time previously spent only in the bargaining unit.

**ARTICLE IX**

**Vacations**

**A. Paid Vacation Periods**

Vacations with pay will be granted in each calendar year (hereinafter called the “vacation year”) to eligible hourly rated and nonexempt salaried employees as follows:

| <u>Years of Continuous Service</u> | <u>Vacation</u> |
|------------------------------------|-----------------|
| 0-1                                | 1 week          |
| 1                                  | 2 weeks         |
| 5                                  | 2 1/2 weeks     |
| 7                                  | 3 weeks         |
| 15                                 | 4 weeks         |
| 20                                 | 5 weeks         |
| 30                                 | 6 weeks         |

**B. Eligibility Requirements**

An employee whose continuity of service is unbroken as of the last scheduled workday of the year immediately preceding the vacation year shall qualify for a vacation or vacation allowance under the provisions of this Article if the employee:

1. Actually performs work as an active employee of the Company during the last full scheduled calendar workweek of the year immediately preceding the vacation year; or
2. Receives earnings from the Company directly applicable to all or part of such week.

If an employee has not qualified under B.1 or B.2 above, but returns to work without loss of continuity of service during the vacation year, the employee will become entitled to a vacation or vacation allowance in the vacation year after the employee has worked in the vacation year for one month or for a period equal to that of the absence if the absence was less than one month. Any such employee reemployed too late to work for one month in the vacation year will be paid this vacation allowance and may have a portion of the time out considered as the vacation to which the employee is otherwise eligible.

**C. Determination of Paid Vacations**

1. The basic vacation period of an eligible employee shall be based upon their length of continuous service as of December 31 of the year immediately preceding the vacation.

2. Additional (or initial) Vacation

An eligible employee whose accumulation of continuous service credits during a vacation year entitles the employee to an additional vacation under the provisions of Section A (or who completes their first year of continuous service during the vacation year) will receive such additional vacation (or initial vacation), provided that an employee shall not be entitled to any such vacation in a vacation year unless the employee actually performs work as an active employee of the company during such vacation year after having qualified for such

vacation. Exception: Where a plant shutdown is scheduled for the last week of the year, employees who would have qualified for vacation payment during this shutdown will receive such payment if they return to work (or report for a physical examination and are approved for employment) the first scheduled workday following the shutdown or were at work the last scheduled workday immediately preceding the shutdown.

3. An employee who is recalled from layoff during any calendar year will have his vacation time and vacation allowance prorated according to the number of months remaining in the calendar year.

#### **D. Termination of Employment**

An employee who resigns, retires, or is discharged will promptly thereafter receive the full vacation allowance to which the employee may then be entitled. In the case of the death of an employee, vacation allowances will be treated as wages owed the employee, and payment made to the estate.

#### **E. Use of Vacation Time for Absences of Employees**

1. Leave of Absence  
An employee who is granted a leave of absence may have the first portion of such leave designated as the period of any vacation to which the employee may then be entitled, if their manager shall approve provided the provisions of Article IX, Section G are met.
2. Extended Illness, Accident or Layoff  
An employee who is absent because of illness, accident, or laid off for lack of work, may (except in a plant or part thereof which is scheduled for an annual shutdown) have the first portion of such absence designated as the period of any vacation to which the employee may then be entitled if approved by the supervisor.
3. Incidental Absences  
An employee whose absence is excused because of personal illness, personal business, holidays that are unpaid, temporary lack of work, or short workweeks may, with managerial approval, utilize extra vacation time to which entitled in excess of the scheduled shutdown(s) for such absences in the form of vacation days. This time may be paid out in one hour increments.
4. Other Absences  
An employee who is absent from work for any reason other than those reasons listed above will not be entitled either to have vacation scheduled or to receive a vacation allowance during the period of such absence.
5. Vacation Payment Guarantee  
An employee whose absence from work continues beyond the end of a vacation year and who did not receive in such vacation year the full vacation pay for which qualified, shall receive at the end of such absence or upon prior termination of service, a vacation allowance in lieu of any vacation to which the employee was still entitled at the end of the vacation year.

#### **F. Computation of Vacation Pay**

1. Basic Formulas  
Vacation pay for each week of vacation to which an employee is entitled will be computed by multiplying the appropriate weekly hour-multiplier as determined by subsection F.2. below, by the appropriate rate-multiplier as determined by subsection F.3. below. Vacation pay for any extra day or half day of vacation to which an employee may be entitled will be determined by F.2.(a) dividing by five or ten respectively the weekly hour-multiplier determined for the employee under subsection F.2. below and F.2.(c) multiplying such daily equivalent by the appropriate rate-multiplier determined by subsection F.3. below.
2. Determination of Weekly Hour-Multiplier  
The weekly hour-multiplier for vacation pay computations for all employees will be 40 hours except as noted in the following paragraphs of this subsection F.2.
  - (a) Short Schedules  
The weekly hour-multiplier of an employee whose regular weekly schedule at the time the employee's vacation begins is less than 40 hours will be the greater of either (A) the employee's scheduled hours per week at the time the vacation begins, or (B) the employee's scheduled hours per week during the last week worked during the year preceding the vacation year, but in any event will not be greater than 40 hours.
  - (b) Multiple-Shift Short Schedule  
Notwithstanding the provisions of F.2.(a) above, the weekly hour-multiplier for an employee who is on a multiple shift operation and whose regular weekly schedule of hours is not less than 37-1/2 hours shall be not less than 40 hours.

(c) Extended Schedules

The weekly hour-multiplier of an employee who shall have worked an average of more than 40 hours per week during the weeks paid in the calendar year which immediately precedes the vacation year will be determined in accordance with the following schedule:

| <u>Average weekly Hours</u> | <u>Hour-Multiplier</u> |
|-----------------------------|------------------------|
| 40 but less than 42         | 40                     |
| 42 but less than 42.5       | 42                     |
| 42.5 but less than 43.5     | 43                     |
| 43.5 but less than 44.5     | 44                     |
| 44.5 but less than 45.5     | 45                     |
| 45.5 but less than 46.5     | 46                     |
| 46.5 but less than 47.5     | 47                     |
| 47.5 and higher             | 48(maximum)            |

NOTE: For the purposes of the foregoing schedule, average weekly hours will be computed by dividing total number of hours actually worked by the employee during the weeks paid in said year by the number of weeks in such year, except that the following listed types of time lost from work will be counted as time worked.

- Time spent on union activity
- A listed observed holiday
- Military service for which service credits are granted
- Annual shutdowns and vacation periods
- Employees' personal absences for which pay is granted
- Time paid for death-in-family absence
- Time lost due to a compensable accident or compensable illness

3. Determination of Rate-Multiplier

The rate-multiplier for various types of employees will be as follows:

**Rate-Multiplier**

(Greater of:)

| Type of employee  | Current Rate (including night-shift bonus for employees who are regularly scheduled on a night shift)   | Year-End Rate (including night-shift bonus for employees who are regularly scheduled on a night shift)                                               |
|-------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hourly employee   | Regular hourly daywork rate in effect at the time the employee's vacation begins.                       | Regular hourly daywork rate in effect during the last full calendar week worked by the employee during the year preceding the vacation year.         |
| Salaried employee | Hourly equivalent of employee's actual straight time salary rate in effect at the time vacation begins. | Hourly equivalent of employee's actual straight time salary rate for last week worked by the employee during the year pre-ceeding the vacation year. |

4. Payments of Incidental Absences

The payments described in section E.3. will be paid on the same basis as outlined above.

**G. Scheduling of Vacation**

1. Scheduling

The vacation year shall begin on January 1 and end on December 31 of each year. Employees must use eligible vacation time for up to two scheduled shutdowns, to a maximum of 10 days, as business conditions permit. Employees can schedule two consecutive weeks of vacation inclusive of the summer shutdown. The week prior

or subsequent to the summer shutdown will be scheduled in order of seniority with management approval. In the event of a year end shutdown, employees will be required to save no more than (4) four vacation days for such shutdown. Employees having insufficient vacation entitlement will be considered as if on lack of work status for the second shutdown.

Vacations outside of shutdowns will be scheduled to conform to the requirements of the business and may be divided with management approval. Vacations equal to or longer than one (1) day must be scheduled and approved on a form supplied by the company.

2. Postponement of Division of Vacation

It will not be permissible to postpone vacation from one year to another, or to omit vacation and draw vacation pay allowances in lieu thereof, except with the written approval of the employee's manager. No vacation shall be divided unless it is of two weeks or more duration, in which case it may be divided with the consent of the employee's manager.

**H. Time of Vacation Payment**

An employee who takes vacation during a shutdown period prior to the date upon which the employee becomes eligible, will receive payment (computed in accordance with section F above) after the employee becomes eligible. Additional day or days for which an employee may qualify later in the year may be taken at the time of the regular vacation and payment for such time (computed in accordance with section F above) will be made after the employee has qualified.

**I. Holiday in Vacation Period**

When the vacation period of an employee includes one of the holidays listed in Article VII, an additional day of vacation will be granted with pay, if the holiday occurs during the scheduled workweek of the employee. When the vacation period of a salaried employee includes an observed holiday, an additional day of vacation will be granted with pay, if the holiday occurs during the scheduled workweek of the employee. In either case, the extra day must be taken immediately before or after as an extension of the vacation.

**ARTICLE X**

**Hourly and Salaried Employment Practices**

**A. Filling Positions**

When filling positions, the following steps will be utilized:

1. Shift Transfer

(a) Employees may fill in and submit a shift poll preference form that will be utilized by seniority. Employees will be eligible to complete a shift preference form any time a new position is posted by submitting the form to Human Resources.

2. Recall

(a) Recall Notification

(1) Employees on layoff will inform Human Resources of changes in address. Notification of recall of laid off employees will be made by registered letter and shall be deemed duly given when postmarked.

(2) Failure to contact Human Resources within five (5) working days following notification of recall in 2.(a)(1) above will result in forfeiture of recall, unless there is a satisfactory explanation for not contacting the company. Documentation may be required.

(3) Failure to report from layoff within fourteen (14) calendar days following notification of recall in 2.(a)(1) above without explanation satisfactory to the Company will result in termination.

(4) Notification of recall of employees reduced in classification will be made by Human Resources. An employee who refuses recall will do so in writing with a copy provided to the Union.

(b) Recall Procedure

- (1) Employees laid off out of the plant because of a reduction in force shall be recalled in accordance with seniority and election made on the recall form. Recall will be to a previously held job classification or to a job classification for which qualified considering their Company employment record. Such recall may be higher than, equal to, or within two (2) steps lower than the highest rated job classification from which the employee has been transferred due to a reduction in force within the twelve (12) months prior to this most recent layoff.
- (2) Employees who are reduced in job classification because of a reduction in force shall be recalled in accordance with their seniority to job classifications for which qualified considering their Company employment record.
- (3) Employees being recalled will be released within four (4) weeks of notification. Any employee scheduled for recall who is not released within four (4) weeks of notification will be made whole for any time in excess of that four (4) week period.
- (4) When the company is not increasing the size of the workforce, and has a need to fill a position(s) higher than a P18, R16, or G6, the company will fill this position(s) through internal recall, or in the event that there is no one on internal recall, may use upgrading procedures to fill this position.

(c) Temporary Recall

- (1) Temporary Recall would be a system whereas employees who were on the recall list could be recalled for up to 12 months in any 18 month period. These employees would be entitled to extend their recall rights by the length of time that they were recalled, up to an additional 6 months and any balance of their prior recall rights. Employees called for a temporary recall would be told that it was a temporary recall and would have the ability to turn down a temporary recall and stay on the recall list for the remainder of their recall period. It is understood that this provision shall not be used in any way to avoid permanent hiring or recalls where the business workload warrants such. Any employee temporarily recalled under this provision would have all normal contractual rights (including pension and benefits) in effect when employed. Upon layoff from the temporary recall position, such employee would still be entitled to utilize any remaining if any, IEA, insurance, and /or IDP benefits in effect at the time of the recall. In any event an employee would be entitled to IEA and insurance benefits of no less than the number of weeks such employee was temporarily recalled. In addition, if any such employee has exhausted any IEA, IDP, or insurance benefits such employee would be credited with additional IEA and insurance coverage for a period equal to the period of the temporary recall up to a maximum of 8 additional weeks, and would be entitled to utilize the IDP benefit up to an additional maximum of \$1500.

3. Posting

(a) General

The Company will, to the extent practical, give first consideration for job openings and upgrading to present employees. The Company will take into consideration as an important factor the relative length of continuous service of the employees who it finds are qualified for such upgrading; provided, however, that in upgrading employees to job openings of R-12/G06 or lower, the relative seniority of those employees found qualified for such upgrading shall be the controlling factor.

When filling a job opening by upgrading, a request for the open job by an employee in a different, equal, or higher rated job classification shall be treated as though it were a request to be considered for a higher rated job classification if the job opening affords the employee with an immediate or future higher earnings opportunity; provided that the employee has not previously so transferred during the same calendar year.

(b) Self Nomination

- (1) Employees may submit a self-nomination form for an hourly or salaried posted opening. The employee will provide the completed form to their supervisor for signature and forward the signed original and second copy to Human Resources. The third copy will be the employee's record of submittal. Acceptance of the application form by Human Resources does not mean the applicant is qualified for the requested job.
- (2) All job requisitions will be posted for a minimum of five (5) working days. Applications received after the closing date will not be considered. Posted information will include job title, job rate, shift, department, supervisor, and will be identified by number and date of posting.
- (3) If an employee is to be referred for a job interview, Human Resources will arrange an interview date and

provide the applicant with an interview referral form and a copy of the application. Every effort will be made to complete all interviews and to advise all interviewed candidates of their acceptance or rejection within fourteen (14) calendar days of the final posting date.

- (4) An evaluation that a candidate should be rejected will be reviewed by the manager of employee relations or representative who will have the final responsibility for acceptance or rejection. When an employee is offered and accepts a job they requested, the employee will normally be transferred within fourteen (14) calendar days following acceptance for upgrade.
- (5) Employees need not be considered if they have been upgraded within the last three (3) months.
- (6) Employee upgrade forms will be kept active for 1 calendar year from the date the employee filled out the upgrade application.

4. New Hires

Newly hired employees are subject to a six (6) month probationary period and the terms of this agreement shall not apply except for rates of pay, hours of labor and union security provisions, all benefits and pension plans. Probationary employees will be eligible for holiday pay and death in the family benefits after 30 days of employment.

**B. Reduction in Force**

1. Identification of Job Classifications

- (a) Seniority shall be the major factor determining the employees within the unit code to be reduced in classification, laid off, or transferred (exclusive of upgrading to higher rated jobs). However, ability and licensing will be considered.
- (b) Employees with the least seniority within the classification in the unit code will be given at least one week's notice or one week's pay at their current rate before reductions are made.

2. Displacement Rights

(a) An affected employee shall:

- (1) Transfer to an equally or higher rated open job classification if available, for which qualified to displace considering their Company employment record, or; the employee may select a higher rated job classification under B.2.(a)(2) or B.2.(a)(3) below:
- (2) Displace the least senior employee in their present or any previously held job classification, or;
- (3) Displace the least senior employee on the highest rated job classification for which qualified considering their company employment record, provided that classification is higher than the classification in B.2.(a)(2) including the below stipulations:

(a) An employee previously holding a P19 or above, R18 or above shall have future displacement/recall rights to the P18 Prototype Assembly classification, if impacted as a result of lack of work, seniority permitting.

1. Any employee exercising bumping rights using clause (a) will be subject to a 60 day evaluation and review. If the employee does not satisfactorily meet the performance standards of the position by the end of the 60 day time period, the employee will be removed from the position and follow the normal displacement rights clauses. Removal of the employee from the position is subject to normal grievance procedures as outlined in the current collective bargaining agreement.

(b) Future displacement/recall rights of the new P19 through P25 shall be determined based on current Article X Contract language. Future displacement/recall rights, on these P19 through P25 classifications, by employees that have held only "R" and/or "G" classifications, shall be determined based on current Article X Contract language

(c) Future displacement/recall rights to the new R16 Shipper/Receiving classification and G06 classification (or any Rated or Graded classification that is lower) shall be granted to all members who have such rights now to the R16 Assembly/Operator position and/or G06

(d) The above stipulations shall apply also to members currently on recall and members that are lack of worked in the future and end up on internal or external recall lists, which the Company will maintain going forward

1. Any hourly employee moving on an Article X Lack of Work, who has no displacement



rights to “R” or “P” positions, may opt to displace the least senior G06 seniority permitting.

Any salaried employee moving on an Article X Lack of Work, who has no displacement rights to “G” positions, may opt to displace the least senior R16 seniority permitting.

- (b) Employees exercising displacement rights to a classification more than two steps/grades lower than the highest rated job classification from which they were impacted by a reduction in forces within the prior twelve (12) months may choose between work offered and layoff for lack of suitable work.
  - (c) Employees exercising displacement rights may displace employees on the new job in their classification on the shift they prefer if they have greater seniority than the employee’s presently in the unit code. This does not apply to employees being recalled to a previous job. The Company and the Union will not recognize any shift preference grievance if the employee has not filed a grievance within thirty (30) days.
  - (d) Where an employee exercising displacement rights in accordance with Section B.2.(a) of this Article is afforded a choice, this decision must be made at the start of the employee’s next work shift.
  - (e) At the time of layoff employees will be required to complete the recall form and will be recalled by seniority and in accordance with the election made on such form.
  - (f) Employees with permanent medical limitations, as determined by the Company physician, will exercise their displacement rights to a suitable job classification under the steps of this Article as if in a reduction in force.
  - (g) In the event the Company accepts responsibility for an improper transfer, layoff, or recall it shall be reconstructed promptly. The Company’s financial liability for any improper transfer will be limited to making the employee whole for the period beginning three (3) weeks following the improper transfer and continuing for four (4) months. If an alleged improper transfer is grieved under Article XIII within ninety (90) days following such transfer and final settlement is in favor of the Union, the Company’s financial liability will begin three (3) weeks following the transfer or from the date of grievance whichever is earlier and will continue to the date of settlement.
3. Multiple Displacements
- (a) When there is a reduction in force of unusually large numbers of employees over a reasonably short period of time, the Company and the Union will meet to discuss alternate procedures which may be applied to the affected personnel.
  - (b) Displacements into a job classification in a unit code will be limited to a reasonable percentage during any given training period. Although the percentages will vary depending on the number of employees in a job classification in the unit, the Company will exercise its best judgment in each set of circumstances subject to reasonable review. Employees denied a displacement under this Section will have a right to such displacement after the given training period.
4. Temporary Lack of Work
- (a) The reduction in force procedure does not apply in a temporary lack of work (i.e. short timing) situation. Temporary lack of work will be divided equitably between the employees in the classification and unit code as efficient operations permit. Temporary lack of work situations will be reviewed by the Company and when it is determined that the situation will last for more than a four (4) week period, the affected employees shall be given a week’s work or pay in lieu thereof at the prevailing rate and shall exercise their shift displacement rights under this procedure.
  - (b) The Company will make every reasonable attempt to provide an employee on temporary lack of work with a temporary assignment for which qualified. Employees are required to work as assigned for up to a four week period at their present rate or job rate, whichever is greater. Should the temporary lack of work situation exist beyond the four week period, the employee will be afforded the choice to either continue on the assigned job at the discretion of management, elect a temporary lack of work, or be offered their displacement rights. Employees assigned under this Section are subject to displacement. This provision will not apply to a temporary lack of work resulting from a labor dispute.
  - (c) The Company may offer a temporary lack of work to volunteers in the effected classifications and unit codes. These will be of varying duration at the Company’s discretion.

### **C. Temporary Assignments**

Temporary assignments may be made at management discretion as a result of illness, work restrictions, approved leaves of absence or because of manufacturing needs. The Company will not use this clause to circumvent normal overtime sharing practices within job classifications and departments nor will it use this clause to force any employee into tasks they are not qualified to perform. The concept of “working up” in job classification can only take place under emergency conditions

such as when all employees in the higher rate are working at that rate. The Company will not ask employees to work overtime at their normal rate and then after overtime starts, force them to work at the higher rate unless all employees at the higher rate have been asked to work overtime or a higher rated employee failed to show up for work.

1. Temporary Openings
  - (a) Temporary openings outside the classification created because of an employee out on illness shall not exceed twelve months. Temporary openings outside the classification because an employee is out on Workers Compensation shall not exceed eighteen months. Temporary openings outside the classification created because an employee is out on an approved leave of absence shall not exceed six months.
  - (b) Should the need continue to exist beyond the limits placed in C.1.(a), the job will be filled in accordance with this article.
  - (c) Level One employees assigned out of their department will be considered on a temporary assignment. Level two and level three employees assigned out of their job classification will be considered on a temporary assignment.
2. Rates of Pay  
Employees on temporary assignments will be paid the job rate for the classification being performed or their regular job classification rate (whichever is higher), for the entire shift and are not required to follow the progression schedule. When the employee returns to the position last held prior to the temporary assignment, the employee will be paid the rate in effect immediately prior to the temporary assignment.
3. Status Rights  
Time spent on temporary assignments will not count as work experience for future upgradings or displacement rights. The Company will provide the Union, on a monthly basis, with a listing of those employees on temporary assignment and the nature of the assignment.

#### D. Definitions

1. Open Job Classification  
A job classification where an opening exists to which no employee has recall rights.
2. Qualified  
Possessing the basic background/training/experience and physical ability which would reasonably enable an employee to perform satisfactorily in a particular job classification.
3. Suitable Job Classification  
A job classification which may be performed by an employee in conformance with their medical limitations as determined by the Company physician, which is either an open job classification or to which an employee with less seniority is assigned.
4. Unit Code  
The designation of employees in the same job classification (see Appendix A) who are placed in an agreed upon layoff unit.
5. Seniority
  - (a) Total length of continuous service with the Company that is listed as protected bargaining unit service under this agreement (including adjusted service from former Company — GE).
  - (b) For employees with service credits of more than (6) months but less than one year, seniority will be service credits (including adjusted service under former Company — GE).
  - (c) **If two or more employees have the same seniority, the employee with the lowest last four (4) digits of their Social Security number will be deemed to be the more senior under this Contract.**
6. Reduction in Force  
Employees who are displaced or laid off from their regular job due to lack of work.
7. Displacement Rights  
An employee's contractual rights when affected by a reduction in force. If an employee is required to displace to a position where certification is necessary the employee may be assigned alternative work or placed on temporary lack of work until training is available. This situation will not extend beyond a reasonable amount of time.
8. Layoff  
When employees who are affected by a reduction in force leave the plant.
9. Department  
An agreed upon area of the plant doing similar type work. Such departments are cable, thermocouple, flowmeter,

instruments (1A), machine shop, materials, facilities, service center, and administrative support. (See Appendix A)

## **ARTICLE XI**

### **Retirement Notification**

**Any employee that provides at least six (6) months notice for their date of retirement will be given a \$2,000 (net of applicable taxes) incentive payable in their final paycheck. Incentive payments will also be provided to employees who retire due to permanent disability with proper documentation from the Social Security Administration showing proof of permanent disability status.**

## **ARTICLE XII**

### **Union Representatives and Stewards**

A. The Union shall furnish to the Company a list of stewards and officers of the Local, if employed at this bargaining unit, and shall update such list periodically to ensure it is current.

B. Leave of Absence

Upon written request of the Union or Local:

1. Employees who are officials of the International Union or officers of Local 201 who have at least one year of continuous service and who represent the Union in its relations with the Company, shall be granted a one year leave of absence by the Company without forfeiture of prior accumulated continuous service. This provision shall be limited at any one time to not more than two (2) officials of the International Union and not more than two (2) officers of Local 201.
2. The above leave of absence may be extended on a yearly basis.
3. Such employees will be re-employed in work of the same or a similar character at the Company's Wilmington, MA facility, if qualified and entitled thereto on the basis of their prior accumulated continuous service. In the case of employees who are officials of the International Union or officers of Local 201 and who are granted a leave of absence after the effective date of this Agreement, such employees will be entitled (solely for determining their relative seniority for purposes of layoff and rehire under Article X) to add to their prior accumulated continuous service the total period of any such leave of absence.

C. Payment for Time on Local Union Activities

1. Union stewards will be paid by the Company at their prevailing rates while engaged in the following activities on Company premises; provided that no payment will be made for leaves of absence pursuant to Article XII Section B:
  - (a) During each calendar month, the number of weeks in such month multiplied by one and a half (1-1/2) hours per week for those stewards whose names and sections have been furnished to the company pursuant to the provisions of this article while processing grievances at first step and second step pursuant to the provisions of Article XIII.
  - (b) Up to a total of eight (8) hours per week (exclusive of time payable under Section C.1.(a) hereof) for AMETEK Grievance Committee members while engaged in processing grievances at second and third step with representatives of local management pursuant to the provisions of Article XIII, Section B.3. and B.4.
  - (c) AMETEK Grievance Committee members shall be limited at any one meeting concerning a bargaining unit of less than 1500 employees to three (3) representatives, unless the number is increased by mutual agreement of the Union and the Company. This limitation is not inclusive of the AMETEK representative to the executive board. Should a grievance involve a second or third shift employee, a second shift steward will also attend the grievance meeting.
  - (d) The Company will compensate stewards, grievance committee members and aggrieved employees or employee witnesses at their base rates, including overtime and shift premium, for time spent in processing grievances as follows: All grievance meetings shall be held during regular working hours. If, by mutual consent, such meetings extend beyond the regular working hours, they shall be paid for at applicable overtime rates. It is understood that the grievance committee may meet for up to one (1) hour before a second and third step meeting with the Company to prepare for a grievance meeting, and such meeting time will be compensated within the time limitations set forth in Section C. 1.(b) of this Article.
2. The Company will compensate the Local 201 negotiating committee for time spent at contract negotiations with the Company at their respective base rates including shift premium. The negotiating committee will be limited to four (4) Union members/representatives (AMETEK employees), the AMETEK E-Board Member and appropriate

- Local 201 officers.
3. The Company and Union may negotiate an agreement with respect to payment of stewards in excess of the limits provided in C.1(a) above if appropriate.
  4. Employees requesting payment pursuant to the provisions of Section C.1. hereof, shall report daily all time spent on the handling of grievances to their respective immediate supervisors. Stewards will notify their immediate supervisor whenever they leave their department area and report to their supervisor upon their return. A steward entering a department to which they are not assigned will inform the supervisor prior to conducting an investigation, and notify the supervisor upon departure. The AMETEK representative to the executive board will be permitted to contact stewards in their respective departments following notification to the supervisor. The Company shall report the names, rates of pay and time reported by the stewards on union business to the Union, and shall in no event be required to make any payments pursuant to Section C.1.
  5. The AMETEK representative to the executive board will be paid eight (8) hours each calendar week at the base rate of their previously held classification, excluding scheduled vacation weeks. Upon relinquishing the position of executive board member, the individual will be placed in order of seniority in their former classification and shift. Otherwise the individual will be placed according to their rights under Article X.
  6. Whenever an OSHA inspection occurs in a work area that includes employees represented by Local 201 listed in the Preamble, an employee designated by the Union who accompanies the OSHA inspector as the employee's representative will be paid for the time spent during such inspection.
- D. Steward representation will be at the ratio of one (1) steward for each fifty (50) active union employees as of the effective date of the labor agreement. Steward representation will be at large.
  - E. The Company recognizes that the Local Union has an Election Committee, Health and Safety Committee, Constitution Committee, Policy Board, and Trustee, and will not unreasonably deny requests by the Union to have duly elected members of such committees out of work on official Union business from time to time. In the event Company production requirements prevent this release, an alternative arrangement may be worked out by the parties. The Union will give at least one (1) day's notice for such meetings unless an emergency meeting is called.
  - F. The Union will provide fifteen (15) days advance notice to the Company for any duly elected delegates who need to go on Union business from time to time during the year.
  - G. The Company recognizes that the Union has standing committees (outside of those referenced in Article XII Section E) whose duly-elected members need to be on official Union business from time to time. The Union will limit this time to no more than 30 hours per calendar year for each duly-elected (or appointed) individual to such standing committees.

### **ARTICLE XIII**

#### **Grievance Procedure**

- A. Grievances may be filed by an employee or group of employees, a Steward or the Union. Grievances of a general nature filed by the Union shall be initiated at the second step of the grievance procedure.
- B. An earnest effort shall be made to settle any and all differences arising between the Company and the Union as to the interpretation or application of the terms and provisions of this Agreement. The following procedure is to be used for all such differences:
  1. First Step:  
Employee(s) having a grievance shall present it to their steward. The steward and the employee or employees affected shall discuss the grievance with the supervisor within thirty (30) working days of knowledge of the occurrence, and the supervisor will provide a response within three (3) working days. If a satisfactory settlement is not reached, the grievance will be reduced to writing on the form provided by the Company within three (3) working days and a written response will be provided by the supervisor within three (3) working days.
  2. Second Step:  
If a satisfactory settlement is not reached at First Step, the chairman of the grievance committee or his designee shall present the grievance within five (5) working days after the bi-weekly review by the grievance committee to the manager of employee relations or designee. A meeting shall be held, within five (5) days of presentation to the manager of employee relation or designees, between the executive board and the manager of employee relations or designee and other management members to discuss the grievance. Within two (2) working days after the meeting, the manager of employee relations or designee will make a decision in writing, on the grievance if the Union requests a final Step 2 decision.
  3. Third Step:  
If a satisfactory settlement of the grievance is not reached at Second Step, the grievance committee and accredited representative of the International Union shall meet within five (5) working days with the director of human

resources or designee, who will make a decision within two (2) working days. If a satisfactory settlement is not reached within three (3) working days, arbitration may be resorted to as provided in Article XV.

- C. The time elements of the grievance and arbitration procedures shall exclude Saturdays, Sundays and holidays and may be extended by mutual consent of the parties.
- D. In the event that a steward is absent, a grievance committee member or designee shall handle the grievance in place of the steward.
- E. Either party to this Agreement will be permitted to call employee witnesses and submit evidence, and relevant Company employee work records will be made available at any time of the conferences held to process grievances for the purpose of the parties substantiating their respective claims. A record of grievances and the disposition thereof shall be kept and sufficient copies will be made available to the parties.
- F. The Company will compensate stewards, grievance committee members, and aggrieved employees or employee witnesses at their base rates, including overtime and night shift premium, for time spent in processing grievances as follows: all grievance meetings shall be held during regular working hours. If, by mutual consent, such meetings extend beyond the regular working hours, they shall be paid for at applicable overtime rates. It is understood that the grievance committee may meet for up to one (1) hour before a second or third step meeting with the Company to prepare for a grievance meeting. Such meeting time will be compensated for under this procedure. The steward shall notify their immediate supervisor before leaving the work area, and shall notify the supervisor upon returning from investigating a grievance.
- G. The Company or the Union has the right to request a meeting on a timely basis to discuss disciplinary actions based upon cumulative warnings or performance issues prior to the action being imposed upon the employee.
- H. The Company and the Union agree that should an employee appeal a grievance denied by the grievance committee, the Company will be promptly notified of the appeal and the timeliness of the grievance will be protected pending the outcome of the appeal.
- I. Prior to the arbitration process, the parties may, through mutual agreement engage the services of a professional mediator to act in a manner to resolve the grievance. The mediator shall work with both parties in an attempt to resolve the outstanding grievance. If the mediator is unable to bring the parties to resolution, the mediator shall issue a recommendation to settle the grievance. Such recommendation shall be non-binding upon the parties and cannot be used by either party in the arbitration process. Discharge cases will be excluded from the mediation process. The cost of the mediator will be shared equally by both parties.

#### **ARTICLE XIV**

##### **Strikes and Lockouts**

- A. Under no circumstances shall there be any strike, cessation of work, slowdown, picketing or other interference or interruption of the Company's business during the term of this Agreement. Under no circumstances shall there be any lockout during the term of this Agreement.
- B. An employee who violates the foregoing provision shall be subject to disciplinary action including discharge.
- C. The Union agrees that it will not oppose or seek to prevent the Company from obtaining appropriate injunctive relief or other relief from a court or an appropriate administrative agency should any of the above enumerated events occur.
- D. The provisions of this Article shall not apply if the Company fails to comply with Article XIII (Grievance Procedure) or an arbitration award.

#### **ARTICLE XV**

##### **Arbitration**

- A. All discipline imposed by the Company up to and including discharge will be based on just cause. During the term of this Agreement, the Union shall have the right to refer to the impartial arbitrator any difference arising after the effective date of this Agreement involving any specific term or provision of the Agreement which has not been satisfactorily adjusted by means of the steps established in the grievance procedure section. Such notification of intent to arbitrate must be sent to the Company within thirty (30) days of the Company's decision at the third step of the grievance procedure.
- B. A request for arbitration will state the nature of the dispute and the remedy requested. A copy of this request will be sent to the American Arbitration Association, who will provide a list of arbitrators to the parties. If unable to agree upon an arbitrator, the parties will strike names from the list until an arbitrator is determined.
- C. The decision of the arbitrator shall be rendered within thirty (30) days of the hearing (within two (2) weeks if the case

involves an employee discharge) and is final and binding upon both parties. These time limits may be extended by mutual agreement.

- D. Any arbitration case between the Company and the Union involving a disciplinary penalty other than discharge or an arbitration case involving a violation of Article XXVIII will be covered by an expedited arbitration process which will not involve post hearing briefs, and the arbitrator shall render an award without a written opinion within twenty-four (24) hours after the closing of the oral hearing.
- E. If either party desires to use the services of an attorney at an arbitration hearing, it shall give the other party two (2) weeks notice of such intent.
- F. Transcripts of arbitration hearings shall only be made by mutual agreement, and the cost of same shall be borne by the party requesting such transcript.
- G. Compensation and proper expenses of the arbitrator shall be agreed upon by the parties, and each of the parties shall be responsible for payment of one-half (1/2) of the arbitrator's compensation and expenses except for a violation of Article XXVIII which will be paid in its entirety by the party receiving an unfavorable decision.
- H. No more than one grievance may be submitted to an arbitrator for determination at one time unless mutual written agreement from the parties is obtained for the submission of mutual grievances to the same arbitrator.

## **ARTICLE XVI**

### **Posting**

The Company will make bulletin boards available for the use of the Union for the posting of notices. All notices shall be subject to Human Resource's approval and will be posted promptly by the Union.

## **ARTICLE XVII**

### **Notification and Publicity**

- A. The Company agrees to notify the Union and the national officers of any matter not covered by this agreement which affects employees and concerning which the Union is the certified bargaining representative. Notification will occur as soon as the supervisors are advised.
- B. On any grievance or other matter which has been negotiated between the Company and the Union, the Company will notify the Union of any decision or determination before it notifies the employees affected.

## **ARTICLE XVIII**

### **Financial Support**

The Company shall not give financial aid to or otherwise support any labor organization. This shall not prevent both parties to this contract from cooperating and exchanging such information essential for the advancement of harmonious relations.

## **ARTICLE XIX**

### **Information**

#### **A. New Employees - Reengaged Employees**

The Company will provide the Union, from information of record, with a monthly list of newly hired and reengaged employees. The information will consist of name, home address, seniority date, occupation, department, supervisor, and check off status.

#### **B. Laid Off Employees**

The Company will provide the Union with a monthly list of employees laid off for lack of work after notification has been given to the employees. The information will consist of the name, home address, continuous service date, occupation, department, and supervisor. Whenever possible, the supervisor will give the steward information on extended layoffs one week before the employee is laid off.

#### **C. Transfers**

The Company will provide the Union with information on transfers which are made through Human Resources.

#### **D. Master List of Employees**

The Company will provide the Union from information of record with a complete list of all employees in the bargaining unit on a semiannual basis. The information will consist of name, home address, continuous service date, seniority date, occupation, department, job rate, paid rate, employee number, and check off status of each employee on

such list.

## **ARTICLE XX**

### **Traveling Time and Expenses**

Hourly rated and salaried employees traveling at the request and with the prior approval of the Company will receive:

- A. Payment at the rates applicable had they worked for all time spent in such travel; provided, however, that where transportation with overnight accommodations is used, an additional one hour's pay at such rates for trip preparation shall be allowed, no payment shall be made for traveling time between the hours of 6:00 p.m. and 6:00 a.m., or in excess of eight (8) hours in any one day.
- B. Reasonable expenses for transportation, meals, and hotels wherever necessary. Where travel is by automobile not owned by the Company, such transportation expense shall be at the prevailing Company rate as determined by the published IRS guidelines, provided use of such automobile has been specifically approved in advance by the Company.
- C. Traveling time and expenses shall be itemized per Company Policy #4.31 and submitted to management for approval.

## **ARTICLE XXI**

### **LEAVES OF ABSENCE**

General

- A. Employees who have established continuity of service may request a leave of absence, which must be approved by the Company.
- B. Family Leave of Absence

It is agreed between the Company and the Union that employees shall be granted family and medical leave in accordance with the company's Family and Medical Leave Act (FMLA) policy, except where the collective bargaining agreement provides greater benefits. In instances where benefits are greater than those provided under the FMLA, employees may elect to utilize those benefits concurrent with their FMLA leave. Amendments to this policy, including but not limited to those based on required updates to the federal guidelines will be provided to the union for review and agreement.

An employee returning from FMLA leave will be returned to his/her regular classification, seniority permitting, if capable of performing the work. However, employees on FMLA leave have no greater right to reinstatement to any position than other bargaining unit employees.

Upon returning to work the employee will be placed on their previous job and shift, seniority provisions permitting; otherwise the employee will be placed under Article X. While on an approved leave of absence for family reasons, the Company will continue to provide medical, dental, and vision coverage and the employee will continue to accrue service and seniority for up to the ninety (90) day period. Should an employee require additional time beyond the ninety (90) day period, a personal leave of absence under this Article up to an additional nine (9) months may be requested.

- C. Personal Leave of Absence  
Employee requests for a personal leave of absence may be granted up to one (1) year with Company approval. During this leave, benefits, service and seniority will continue for thirty (30) days. Benefits, service and seniority will not accrue beyond thirty (30) days except as provided in Article VIII upon returning to work under the provisions of Article X.
- D. Disability Leave of Absence  
During a disability leave of absence, due to personal injury or illness, the Company will continue to provide medical, dental, and vision coverage and the employee will continue to accrue service and seniority for up to a one (1) year period; providing the employee continues to be qualified under the Company disability plan.

An employee returning to work within the one (1) year period will be placed on their previous job and shift, seniority provisions permitting; otherwise they will be placed under Article X.

- E. Occupational Leave of Absence  
During a leave of absence, due to compensable accident or compensable illness, the Company will continue to provide medical, dental, and vision coverage and the employee will continue to accrue service and seniority for up to eighteen (18) months. An employee returning to work within eighteen (18) months will be placed on their previous job and

shift, seniority provisions permitting; otherwise they will be placed under Article X.

## **ARTICLE XXII**

### **Job and Income Security**

#### **A. Definitions**

1. The terms “plant closing” and “to close a plant” mean the announcement and carrying out of a plan to terminate and discontinue all Company operations resulting in the termination of all employees represented by the Union.

Such terms do not refer to the termination and discontinuance of only part of the Company’s operations nor to the termination or discontinuance of all of its former operations coupled with the announced intention to commence there either larger or smaller other operations. Any employees released by such latter changes will be considered as out for lack of work and will be subject to provisions applicable to those on layoff.

Also, such terms do not refer to the transfer or sale of such operations to a successor employer who offers continued employment to Company employees. Company employees who are not offered continued employment by the Company or by the successor employer will be considered as out for lack of work and will be subject to provisions applicable to those on layoff.

2. The term “plant closing date” means the day when benefits for and terminations of represented employees begin because of a plant closing.
3. The terms “transfer of work,” “to transfer work,” and “work transfer” mean the discontinuance of ongoing work at one location coupled with the assignment of the same work to a different location, including subcontracting the same work to another employer, if such assignment of work would directly cause a decrease in the number of represented employees performing such work at the first location.
4. The term “robot” means a programmable, multifunction manipulator designed to move materials, parts, tools, or specialized devices through variable programmed motions for the performance of a variety of tasks.
5. The term “automated manufacturing machine” means a device for doing work which has programmable controllers (PC), numerical controls (NC), computer numerical controls (CNC) or direct numerical controls (DNC).
6. The term “automated office machine” means a device for doing office work which is computer-based and which includes word processing, data processing, image processing, electronic mail or business and engineering graphics devices.
7. The term “week’s pay” as used in this Article XXII, for a salaried employee shall be the higher of (a) the employee’s normal straight-time weekly salary (including any night shift bonus) for the last full week worked or (b) the employee’s normal straight-time weekly salary (including any night shift bonus) in effect during the last full calendar week worked during the calendar year preceding the year in which the employee’s current layoff began.

A “week’s pay” for an hourly employee on daywork shall be calculated by multiplying the higher of (a) the employee’s straight-time hourly rate (including any night shift bonus) which was paid during the last week worked or (b) the employee’s straight-time hourly rate (including any night shift bonus) which was paid during the last full calendar week worked during the calendar year preceding the year in which the employee’s current layoff began, times the number of hours in the employee’s normal workweek, up to 40 hours.

#### **B. Notice Requirements**

This Section sets forth the obligations of the Company with regard to notice to the Union concerning plant closing, work transfer and the installation of robots or automated manufacturing or office machines.

1. With respect to a plant closing, the Company will give notice of its decision to close no less than six (6) months in advance of the plant closing date to the Union, and to employees concerned. Such notice will include the date when terminations of represented employees because of the plant closing are expected to begin.
2. With respect to a transfer of work, the Company will give notice of its decision to transfer ongoing production work a minimum of six (6) months in advance of the effective date of the work transfer to the Union. Such notice will include identification of the work to be transferred, the expected decrease in the number of represented employees as a direct consequence of the transfer of work and the anticipated date of the transfer of work.



**If temporary outsourcing/subcontracting for certain limited circumstances is required to complete customer work in a timely fashion, the Company will notify the Union a minimum of 24 hours prior to outsourcing. Subcontracting is authorized upon completion of the following:**

- (a) The required work cannot be completed in a timely fashion**
- (b) The Union has been consulted on the need for outsourcing a minimum of 24 hours prior to the event**
- (c) OT has been offered to the bargaining unit members**
- (d) The outsourcing does not result in any reduction in members of the bargaining unit**

3. With respect to the installation of robots or automated manufacturing or office machines, the Company will give a minimum of sixty (60) days' notice to the Union involved before using a robot or an automated manufacturing or office machine in a work area. Such notice will include a description of the function of the device, identification of the work involved, the expected decrease in the number of represented employees as a direct consequence of the use of the device and the anticipated date of the use of the device.

**C. Income Extension Aid**

Any employee laid off for work for whatever reason shall be eligible for income extension aid in accordance with the following schedule:

| <u>Length of Service</u>        | <u>Period of IEA</u> |
|---------------------------------|----------------------|
| Less than 2 years               | 6 weeks              |
| 2 years but less than 5 years   | 4 months             |
| 5 years but less than 10 years  | 6 months             |
| 10 years but less than 25 years | 9 months*            |
| 25 years or more                | 10 months            |

\*The ninth month of IEA benefits (wages) would only apply if the employee continued to be eligible for unemployment benefits during that time.

Income extension aid shall equal 70% of the employee's weekly pay, less any unemployment compensation (exclusive of dependents' allowance), workers' compensation, social security, weekly sickness and accident insurance or pension benefit payable to the employee. However, in no event will the Income Extension Aid amount be less than a minimum of \$70.00 weekly. Employees agree they must apply for unemployment compensation and identify any of the above payments. After unemployment is exhausted, employee shall receive 70% for the remainder of the applicable periods above.

**D. Insurance Coverage**

Health insurance (medical, dental, and vision) shall be continued for employees on layoff in accordance with the following schedule:

| <u>Length of Service</u>       | <u>Period of Benefits Continuation</u> |
|--------------------------------|----------------------------------------|
| Less than 2 years              | 2 months                               |
| 2 years but less than 5 years  | 4 months                               |
| 5 years but less than 10 years | 6 months                               |
| 10 years and over              | 9 months                               |
| 25 years or more               | 12 months                              |

**E. Individual Development Program (IDP)**

Employees on layoff may utilize the IDP up to a maximum of \$4,250.00

**F. Skills and New Business**

The Company and Union agree that an important goal is to stabilize and potentially grow the new prototype development business at the Wilmington, MA Facility, providing stable or increased employment opportunities for years to come.

In conjunction with these mutual goals, the Company and Union agree to explore and pursue skill development training funds to meet the needs of the changing business requirements.

To this end, the parties agree to work together to develop programs for skilled development from outside sources, such as State and /or Federal training funds, as well as commit the internal resources that may be necessary for the success of such efforts.

#### **G. Employee Participation Teams**

Given the changing work environment and the highly competitive nature of doing business, it is imperative that AMETEK employees operate efficiently and effectively in areas of manufacturing and customer support in which the Company is doing business.

To this end, bargaining Unit employees will participate and be involved with changes in manufacturing methods. The Company and Bargaining Unit employees will cooperatively pursue the philosophy of continuous improvements in such areas as waste reduction, labor productivity, product quality, work simplification, improved work flow, productive machine operation, training, continuous flow manufacturing Six Sigma statistical techniques, safety and general housekeeping.

The Company desires the cooperation of Bargaining Unit employees in accomplishing improvements in the manufacturing process.

All related employee participation teams such as SPC, TQM, etc. will be conducted under the following guidelines:

1. Employee participation may be required by the Company.
2. The Union will be notified in advance at the work situation meetings of related teams being established.
3. The executive board member and another Union representative may attend such team meetings.
4. Teams will not be used to administer or enforce disciplinary procedures involving fellow employees. The purpose of teams is not to compare productivity, attitude, attendance of individual employees, or to be a substitute for Company-Union negotiations on issues subject to the collective bargaining process.

#### **H. Employment Assistance Program**

In the event the Company ceases all operations at the Wilmington, MA location, it will set up an employment assistance program following the notification of intended closing. This program will include retraining and educational assistance.

#### **I. Special Severance Bonus and Process For Future Reductions**

Company agrees to provide a severance bonus program in effect for the life of the contract at which time the program will expire. The program will provide a lump sum bonus of \$3,000 for any employee who is laid off during the term of this contract and has not been recalled to the Company within one year. This bonus program does not apply to any employee leaving on a SERO or PVLOW program.

The company and union agreed that if any further reductions become necessary, the parties will meet to discuss alternatives before forcing any member out on a lack of work. Such alternatives to be considered shall include: temporary lack of works, enhanced permanent lack of work programs and/or special early retirement programs. The parties agree to good faith discussions, however, there is no obligation on the company to reach an agreement on any alternatives or enhancements to a forced layoff.

### **ARTICLE XXIII**

#### **Military Pay Differential**

- A. Employees with thirty (30) days or more of service credits attending annual encampments of or training duty in the Armed Forces, State or National Guard or U.S. Reserves shall be granted a military pay differential, computed as set forth below, for a period of up to seventeen (17) days of such military service during each calendar year. Employees shall be granted service credits for up to a seventeen (17) day period during which they are absent. Such military pay differential shall be the difference between the employee's normal straight time wages or salary, calculated on the basis of a maximum forty (40) hour workweek which the employee has lost by virtue of such absence, less any pay received for such absence from the Federal or State Government excluding the Government pay applicable to Saturdays and Sundays. Saturdays and Sundays shall be counted in computing the seventeen (17) day period. Such items as subsistence, rental, and travel allowance shall not be included in determining pay received from the

Government.

- B. An employee with thirty (30) days or more of service credits who does not exhaust the seventeen (17) calendar day period during the calendar year for their annual encampment or training duty and who is required during the same calendar year to attend a weekend period of training shall be granted a military pay differential provided that the seventeen (17) calendar day period of military service in the same calendar year is not exceeded. Such military pay differential shall be the amount by which the employee's normal straight time pay, calculated on the basis of a nonpremium workday up to a maximum of eight (8) hours, which the employee has lost by virtue of such absence exceeds any pay received for such day or days of absence from the Federal or State Government excluding the Government pay applicable to Saturdays and Sundays. Saturdays and Sundays shall be counted for the purpose of determining the extent to which the seventeen (17) calendar days of military service have been utilized in the same manner as annual encampment or training duty.
- C. An employee with thirty (30) days or more of service credits, who is called out by the National Guard or the U.S. Reserves to perform temporary emergency duty (other than duty under an order by the President or Congress activating members or units of the Reserves or National Guard) due to a fire, flood, domestic civil disturbance, or other such disaster will be paid a military pay differential calculated as described above for the pay lost by reason of such emergency duty, for a period not to exceed twenty eight (28) days in any calendar year and shall be granted service credits for such absence up to twenty eight (28) days.

An employee who has less than thirty (30) days of service credits may also be absent for the reasons and periods set forth above without deduction of service credits for such absence, but shall not be eligible for the military pay differential.

- D. Employees will be permitted to take a vacation and attend a military encampment at separate times and be granted both a vacation pay allowance and a military pay differential. However, an employee may not receive a vacation pay allowance and a military pay differential for the same period. An employee may receive a military pay differential for the period, if any, by which the time spent in such encampment exceeds such vacation, but not exceeding the maximums specified above.
- E. Military duty pay differential shall be granted to employees having fifty-two (52) or more weeks of continuous service who enter the Armed Forces for active military duty. This differential applies only to employees who have been activated by their reserve or guard unit while actively at work (or who are receiving pay while absent) and who enter service within thirty (30) days. Military duty pay differential shall continue for a maximum of fifty-six (56) days of military duty.

#### **ARTICLE XXIV**

##### **Retraining Programs**

A. Retraining programs as appropriate for employees represented by the Union are subject to negotiations between the Union and the Company. Any written agreements covering such retraining programs are subject to approval by the Company and the Union.

#### **ARTICLE XXV**

##### **Jury Duty**

- A. An employee called for service as a juror will be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service, up to a limit of eight (8) hours per day and forty (40) hours per week.
- B. Similar differential pay as specified in Section A will be granted to an employee who loses time from work because of their appearance in court pursuant to proper subpoena, except when the employee is either a plaintiff, defendant, or other party to the court proceeding.

#### **ARTICLE XXVI**

##### **Absence for Death in Family**

- A. Employees with 30 days or more of service credits who are absent from work because of the death, funeral, or matters of estate of their spouse, child, stepchild, foster child (if living in the employee's home), parent, stepparent, step-parent-in-law, brother, sister, mother-in-law, father-in-law, step brother, or step sister, will be compensated, on the

basis of their average straight-time earnings, for the time lost from their regular schedule by reason of such absence, for up to five (5) days for each such absence and up to eight (8) hours per day. Employees will be compensated according to the same guidelines for up to three (3) days solely for the death or funeral of their grandchild, son-in-law, daughter-in-law, grandparent, great-grandparent, grandparent-in-law, brother-in-law, or sister-in-law.

- B. Reasonable verification of death and relationship may be required by the Company and submitted within seven (7) calendar days after the employee's return to work from the absence caused by the death of a member of the employee's immediate family as specified in this Article.

## **ARTICLE XXVII**

### **Sick and Personal Pay**

- A. All hourly employees are entitled to five (5) sick and personal days per calendar year.

- 1. Pay Requirements

- (a). Bargaining unit employees who are absent from work due to personal business, personal illness, or qualifying FMLA leave for which weekly disability benefits are not payable under the Company's insurance plan, or under Worker's Compensation, must utilize up to five (5) sick and personal days to cover these absences.

- (b). An employee may be paid sick and personal pay in one hour increments. In no event will the payment for hours absent exceed the number of hours in the employee's established regular daily schedule nor will it be in excess of eight (8) hours daily.

- (c). Employees are expected to notify their manager in advance of the absence whenever possible, in order that the manager may have an opportunity to arrange for a replacement or to reschedule the work. Management approval, as provided herein, will not be unreasonably withheld. Sick and personal pay will be paid only for approved absences.

- 2. Accumulation of Sick and Personal Pay

An employee who has any unused sick and personal pay remaining at the end of a calendar year will have such unused sick and personal pay, up to a maximum of thirty (30) days, carried forward to the following calendar year for use in the event of approved absences.

- 3. Rate of Pay

The rate of pay applicable to absences covered under this Article will be the current normal straight-time hourly earnings in effect when last at work prior to the absence, including night shift bonus for employees who are regularly scheduled on a night shift.

- 4. Maximum Hours

- (a) The maximum sick and personal pay hours payable for any one day of approved absence will be the number of hours in the employee's established regular daily schedule in effect when last at work prior to the absence but not in excess of eight (8) hours.

- (b) The maximum hours of sick and personal pay payable to an employee in a calendar year will be calculated by multiplying the number of sick and personal pay days based on the employee's continuous service by the number of hours in the employee's established regular daily schedule up to a maximum daily rate of eight (8) hours.

In addition, any unused sick and personal pay up to a maximum of thirty (30) days carried over from the preceding calendar year will be available for payment of approved absences. Such thirty (30) day maximum will be converted to hours on the basis of the employee's established regular daily schedule of work hours up to a maximum daily rate of eight (8) hours in effect at the end of such preceding calendar year.

When the hours of an employee's established regular daily schedule are changed during the course of a calendar year, the maximum sick and personal pay hours payable to such employee for the calendar year will be adjusted by determining the proportion of the maximum sick and personal pay hours used by the employee prior to such change (based on the regular daily schedule of work hours in effect before the change), and then reducing by the same proportion the employee's revised maximum hours based on the regular daily schedule of work hours in effect after the change.

- 5. Sick and Personal Pay Allowance

When an employee is terminated because of a plant closing or the sale of a business to a successor employer and the successor employer does not have a similar sick and/or personal pay benefit, the employee will receive an allowance in lieu of any unused sick and/or personal days. Similarly, an employee who retires will receive an allowance in lieu of any unused sick and/or personal days.

#### **ARTICLE XXVIII**

##### **Work by Excluded Persons**

The Company agrees that Wilmington employees not covered by this Agreement shall not perform work covered under bargaining unit classifications unless in emergency situations where support of AMETEK non-bargaining unit employees is required to support business objectives. Work by non-union AMETEK employees will only be allowed and authorized if:

- 1) The required work cannot be completed in a timely fashion
- 2) The Union has been consulted on the need for non-bargaining unit work prior to the event
- 3) OT has been offered to the bargaining unit members
- 4) The outsourcing does not result in any reduction in members of the bargaining unit

Violations of this article shall be subject to expedited arbitration as referenced in Article XV, Section D. The arbitrators decision will be on a no precedent/no prejudice basis with the party receiving the unfavorable decision paying the cost of the arbitration.

#### **ARTICLE XXIX**

##### **Responsibility of the Parties**

- A. The Company recognizes that it is the responsibility of the Union to represent the employees effectively and fairly.
- B. Subject only to any limitations stated in this Agreement, or in any other agreement between the Company and the Union, the Union recognizes that the Company retains the exclusive right to manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force, and to conduct its operations in a safe and effective manner.

This article does not modify or limit the rights of the parties, or of the employees, under any other provisions of this Agreement or under any other agreement between the Company and Union, nor will it operate to deprive employees of any wage or other benefits to which they have been or will become entitled by virtue of an existing or future agreement between the Company and the Union.

#### **ARTICLE XXX**

##### **Issues of General Application**

This Agreement is intended to be and shall be in full settlement of all issues including benefits and pension plans as negotiated which were the subject of collective bargaining between the parties in **2012**. Consequently, it is agreed that none of the issues shall be subject to collective bargaining during the term of this Agreement, and there shall be no strike or lockout in connection with any such issue or issues; provided, however, that this provision should not be construed to limit or modify the rights of the parties hereto under Article VI, Section A and Article XIV of the Agreement.

#### **ARTICLE XXXI**

##### **Duration of Agreement**

This Agreement shall become effective on **June 1, 2016**, and shall remain in full force and effect to and including **May 31, 2020**, and thereafter for successive yearly periods unless written notice is given in writing either by the Company or by the Union to the other, not less than sixty (60) days prior to the expiration of any such period, of its desire to modify, amend, or terminate this Agreement.

#### **ARTICLE XXXII**

##### **Notices**

All notices given under the provisions of this Agreement shall be in writing and shall be sufficient if sent by mail

addressed, if to the Union, to Local 201, IUE-CWA(AFL-CIO) 112 Exchange Street, Lynn Massachusetts 01905-1435, or to such other address the Union shall furnish the Company in writing; and if to the Company, to AMETEK Aerospace and Defense, a subsidiary of AMETEK, Inc., 50 Fordham Road, Wilmington, Massachusetts 01887, or to such other address the Company shall furnish the Union in writing.

**Local 201, IUE-CWA (AFL-CIO)**

**AMETEK Measurement and Power Systems Division**

\_\_\_\_\_  
Ric Casilli

\_\_\_\_\_  
Michael F. Marino, Esq.

\_\_\_\_\_  
Bill Maher

\_\_\_\_\_  
Brian Ross

\_\_\_\_\_  
Stephen Brodie

\_\_\_\_\_  
Carolyn Harer

\_\_\_\_\_  
James Legro

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Massimo DeSantis

**Memorandum of Understanding Between AMETEK Aerospace and Defense  
And  
IUE/CWA Local 201  
May 10, 2016**

This Memorandum of Understanding (MOU) entered into between AMETEK Aerospace and Defense and IUE/CWA Local 201 is conditioned upon reaching agreement both on this Legacy and “new manufacturing model” Collective Bargaining Agreement. The MOU is final and in full force and effect upon full ratification of Legacy Agreement and the go-forward contract for new hires.<sup>1</sup>

The existing Collective Bargaining Agreement dated 2012-2016 is renewed in its entirety with the exception of the following changes as outlined below. The Company and the Union have collectively bargained in good faith and the following changes will be recommended for ratification to the full membership.

**Summary of Terms**

**I. EMPLOYEE LIST**

This MOU applies to the current bargaining unit member workforce as of May 10, 2016, as well as individuals on the current recall list.

**Employee Name**

Benedict, Samuel  
Bitler, Michael S  
Brodie, Stephen  
Douglas, Alan B  
Drew, Daryll A  
Dwyer, Margaret A  
Legro, James  
Monks, Thomas  
Otting, James M  
Pais, Roy

**II. WAGES**

The Company and Union agree that there will be no wage increases during this four year contract period for the legacy group of employees.

**III. LUMP SUM PAYMENTS**

The Company and Union agree that there will be a one-time \$2,000 net legacy payment bonus paid to each current bargaining unit member in the first payroll following ratification of the legacy and new manufacturing model (“NMM”).

The Company and Union agree that there will be a one-time \$2,000 net payment bonus paid to each current bargaining unit member who retires during the period, provided the member provides a minimum of six months’ notice of intent to retire. This bonus will be paid in the member’s final paycheck. This will be contained in Article XI: Retirement Notification.

**IV. HEALTH AND WELFARE BENEFITS**

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<sup>1</sup> Legacy CBA refers to the renewal of the current CBA which covers only the current IUE members identified on the Employee List, including any member actually recalled under the terms of the Legacy Agreement.

The Company and Union agree that there will be no increases to employee contribution amounts during the duration of the Legacy Agreement. There will be no increases in the amount of deductibles, out of pocket maximums, Rx, co-pays, co-insurance, office visits co-pays, emergency room co-pays, and corresponding coverage levels. This provision applies to medical, dental, vision, and short-term disability. This provision does not apply to optional supplemental benefits (supplemental life insurance, spouse/child life insurance, and long-term disability). Members electing supplemental coverage will pay annual set rates.

## **V. PENSION**

The Company and Union agree that there will be no changes to the Pension Plan or current Pension Supplements during the four year contract period with the following exceptions: 1) Section 5.3 Eligibility (Supplemental Pension Benefit) is changed to read “A Participant who as of August 7, 1989 had transferred his employment directly from GE to the Company or had recall rights and who commences receiving a pension prior to the date s/he is eligible for unreduced Social Security shall be eligible for a supplemental benefit...” and 2) the Longevity Supplement is extended to May 31, 2020. These provisions and The Pension Plan applies only to employees hired prior to June 1, 2016.

The Company agrees to renew the breakpoint at \$41,000 for years 2016, 2017, 2018, and 2019. This provision sunsets on January 1, 2019. The Pension Cap remains at \$50,500.

## **VI. JOB SECURITY BENEFITS**

Company agrees to renew Article XXII, Paragraph I: Special Severance Bonus and Process For Future Reductions.

## **VII. LANGUAGE OF THE CBA**

PREAMBLE: effective date is June 1, 2016.

Article I: Union Recognition. Company and Union agree to update the proper name of the Company from AMETEK Aerospace to AMETEK Measurement and Power Systems Division, Sensors and Fluid Management Systems Business Unit. This change applies throughout the contract.

Article III, Paragraph B: Drug and Alcohol Free Workplace. Company and Union agree that all members are subject to the mandatory drug and alcohol program with the exception of R25 Electrician.

Article X, Paragraph D, Subparagraph 5(c): Seniority. Company and Union agree to change this sentence to *“If two or more employees have the same seniority, the employee with the lowest four (4) digits of their Social Security number will be deemed to be the more senior under this Contract.”*

Article XXII, Paragraph B: Notice Requirements.

Company and Union agree to add a subparagraph to bullet 2 as follows:

*“If temporary outsourcing/subcontracting for certain limited circumstances is required to complete customer work in a timely fashion, the Company will notify the Union a minimum of 24 hours prior to outsourcing. Subcontracting is authorized upon completion of the following:*

- a.) The required work cannot be completed in a timely fashion*
- b.) The Union has been consulted on the need for outsourcing a minimum of 24 hours prior to the event*
- c.) OT has been offered to the bargaining unit members*
- d.) The outsourcing does not result in any reduction in members of the bargaining unit”*

Article XXVIII: Work by Excluded Persons.

Company and Union agree to change the first sentence as follows along with the conditions indicated below. The rest of the paragraph would remain unchanged:



*“The Company agrees that Wilmington employees not covered by this Agreement shall not perform work covered under bargaining unit classifications unless in emergency situations where support of AMETEK non-bargaining unit employees is required to support business objectives. Work by non-union AMETEK employees will only be allowed and authorized if:*

- a.) The required work cannot be completed in a timely fashion*
- b.) The Union has been consulted on the need for non-bargaining unit work prior to the event*
- c.) OT has been offered to the bargaining unit members*
- d.) The outsourcing does not result in any reduction in members of the bargaining unit*

All other terms and provisions of the Collective Bargaining Agreement (including Health, Welfare, and Pension) currently in effect remain unchanged.

SIGNED:

\_\_\_\_\_  
Michael F. Marino, Esq.                      DATE

\_\_\_\_\_  
Ric Casilli                                      DATE

\_\_\_\_\_  
Brian Ross                                      DATE

\_\_\_\_\_  
Bill Maher                                      DATE

\_\_\_\_\_  
Carolyn Harer                                  DATE

\_\_\_\_\_  
Steve Brodie                                  DATE

\_\_\_\_\_  
Massimo DeSantis                              DATE

\_\_\_\_\_  
Jim Legro                                      DATE

Appendix A

| <b>Current Grade</b>                                                                                                                                                                                                                               | <b>Current Title</b>            | <b>June 1, 2016 Wage Rates</b> | <b>June 1, 2017 Wage Rates</b> | <b>June 1, 2018 Wage Rates</b> | <b>June 1, 2019 Wage Rates</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| R16                                                                                                                                                                                                                                                | Shipper/Receiver                | \$25.59                        | \$25.59                        | \$25.59                        | \$25.59                        |
| R24                                                                                                                                                                                                                                                | Plumber                         | \$30.72                        | \$30.72                        | \$30.72                        | \$30.72                        |
| R24                                                                                                                                                                                                                                                | Electrician                     | \$30.72                        | \$30.72                        | \$30.72                        | \$30.72                        |
| R25                                                                                                                                                                                                                                                | Master License Plumber          | \$31.09                        | \$31.09                        | \$31.09                        | \$31.09                        |
| R25                                                                                                                                                                                                                                                | Master License Electrician      | \$31.09                        | \$31.09                        | \$31.09                        | \$31.09                        |
| R25                                                                                                                                                                                                                                                | Toolmaker                       | \$31.09                        | \$31.09                        | \$31.09                        | \$31.09                        |
| G6                                                                                                                                                                                                                                                 | Administrative Aide             | \$24.34                        | \$24.34                        | \$24.34                        | \$24.34                        |
| G12                                                                                                                                                                                                                                                | Laboratory Technician           | \$31.27                        | \$31.27                        | \$31.27                        | \$31.27                        |
| G12                                                                                                                                                                                                                                                | Materials Coordinator           | \$31.27                        | \$31.27                        | \$31.27                        | \$31.27                        |
| P18                                                                                                                                                                                                                                                | Prototype Assembly Technician   | \$26.43                        | \$26.43                        | \$26.43                        | \$26.43                        |
| P20                                                                                                                                                                                                                                                | Prototype Assembly Technician 2 | \$28.07                        | \$28.07                        | \$28.07                        | \$28.07                        |
| P21                                                                                                                                                                                                                                                | Welder Technician               | \$28.86                        | \$28.86                        | \$28.86                        | \$28.86                        |
| <p>Employees in the following classifications will be grandfathered into the below two classifications. When the current employees vacate their position, replacements will be at the P18 classification per the September 24, 2009 Agreement.</p> |                                 |                                |                                |                                |                                |
|                                                                                                                                                                                                                                                    |                                 |                                |                                |                                |                                |
| R22                                                                                                                                                                                                                                                | Met Lab Specialist              | \$29.11                        | \$29.11                        | \$29.11                        | \$29.11                        |
| R24                                                                                                                                                                                                                                                | Electronics Technician          | \$30.72                        | \$30.72                        | \$30.72                        | \$30.72                        |