

**NEW MANUFACTURING MODEL AGREEMENT  
(NMMA)**

**BETWEEN**

**AMETEK  
MEASUREMENT AND POWER SYSTEMS DIVISION  
SENSORS AND FLUID MANAGEMENT SYSTEMS BUSINESS UNIT**

**AND**

**LOCAL 201  
IUE-CWA**

**JUNE 1, 2020 – MAY 31, 2024**

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## **PREAMBLE**

This Agreement is effective June 1, 2020 – May 31, 2024 between AMETEK Measurement and Power System Division, Sensors and Fluid Management Systems Business Unit, hereinafter called "Employer" or "Company" and Local 201 of the IUE-CWA (AFL-CIO), hereinafter referred to as the "Union". This Labor Agreement is applicable to employees hired on or after June 1, 2016.

## **ARTICLE 1 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, Sensors and Fluid Management Systems Business Unit.

### **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.

### **C. New Plant Construction**

This agreement applies to any plant newly constructed and operated by AMETEK Measurement and Power Systems Division, Sensors and Fluid Management Systems Business Unit, 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.

### **D. New Hire Orientation**

The Employer shall provide a sixty (60) minute period of time during the first thirty (30) days of employment for bargaining unit members for the Union designee to meet with the newly hired bargaining unit members to discuss the parties' rights and obligations under the collective bargaining agreement. The meeting shall be held during normal working hours in a meeting room provided by the employer. No management employee or designee shall be present or monitor the meeting. Such meetings shall be on paid time for the employees and attendance shall be mandatory. Prior to the orientation meeting, or in no case later than the meeting time, the employer shall provide to the Union the names, home addresses, and job assignments of the new hires. Although the meeting is authorized within the first thirty (30) days of employment, the date and time of this meeting must be pre-approved by either the Operations Manager or Human Resources representative to ensure the meeting does not conflict with critical production or job training schedules.

## **ARTICLE 2 UNION SECURITY**

- A. 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 by paying the periodic dues and initiation fees is made.
- B. All present employees who are not members of the Union and all individuals hired after the effective date of

the Agreement shall, on the thirtieth (30th) day following employment, as a condition of employment, either become and remain members of the Union in good standing by paying uniformly required payment of an amount equal to the periodic dues and initiation fees, or, in lieu of such Union membership, pay to the Union an equivalent service charge.

- C. The Company payroll will deduct from the earnings payable to such employee on a bi-weekly basis the a) monthly dues (or the equivalent service charge) b) the voluntary election for COPE for the employee's membership in the Union. All such deductions shall remit to the Union.

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.

### **ARTICLE 3 MANAGEMENT RIGHTS**

Subject to limitations provided by the Contract and labor law, the Company shall have the right to make all decisions essential to the conduct of the business. The list of Management Rights set forth below is by way of example and not by way of limitation. The Company shall have the right to manage the plant; to schedule the hours of work; to determine a reasonable work pace and reasonable performance levels; to establish, change, combine, or abolish job classifications and the job content of any classification; to establish, modify or change work schedules or standards; and the right to determine the size of the work force; including the right to select, hire, promote, transfer, demote, layoff for lack of work or other causes; to establish reasonable rules of conduct, discipline for just cause; and to determine training policy in accordance with standards established or to be established by the Company. The Company shall have the right to determine production processes, methods, and techniques, including the introduction of new or changed production, maintenance, service, or distribution methods or facilities, the determination of the need for and the layout of machinery, and the use of equipment or materials. The Company shall have the right to determine the number, location, and types of plants, including the right to discontinue, temporarily or permanently, in whole or in part, the conduct of its business and operations in Wilmington, MA.

### **ARTICLE 4 DRUG AND ALCOHOL POLICY**

- A. All bargaining unit employees are included in the list of "safety sensitive" positions as defined by the Federal Aviation Administration (FAA) and are subject to FAA/DOT regulated pre-employment, incident-based, and random testing. Any bargaining unit employee who tests positive for drugs or alcohol under our FAA drug and alcohol testing program will be terminated immediately, except as noted in paragraph B.
- B. The Company maintains a zero-tolerance drug and alcohol policy. Any employee, who has not self-disclosed a drug and/or alcohol problem and is not actively enrolled in the EAP program, and then tests positive (or refuses to take the alcohol or drug test) will be immediately terminated.
- C. Any employee who receives negative test results will not suffer lost wages or benefits.
- D. After voluntary disclosure, the employee must comply with all EAP criteria. Employees enrolled in the Company's EAP program, must also execute the Company's Last Clear Chance Agreement.
- E. In certain circumstances, and solely at the Company's discretion, the Company may allow the employee (not presently enrolled in EAP) who tests positive for alcohol or drugs (or refuses to take a test) may receive the

opportunity for a one-time Last Clear Chance Agreement. The Company's decision whether to allow the employee the opportunity to execute a Last Clear Chance Agreement is not grievable.

## **ARTICLE 5 DISCRIMINATION AND COERCION**

- A. Ametek 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 or union membership or status. Equal Employment Opportunity is a legal, social, and economic necessity for the Company. The Company shall honor legitimate ADA requests and not discriminate against any employee due to physical handicap or disability. 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.
- 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. 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 6 HEALTH & SAFETY**

- A. General  
The Company will comply fully with OSHA requirements and provide systematic safety inspections, safety devices, guards, and medical service to minimize accidents and health hazards on its premises.
- B. Health and Safety
  - 1. Health and Safety Committee will be established consisting of an equal number of representatives of the Company and members designated by the Union to discuss mutual safety issues and address employee safety concerns as appropriate. Bargaining unit participation is limited to production floor areas. Bargaining unit members willing to volunteer on the safety committee will not be unreasonably denied. Bargaining unit employees who are members of the Safety Committee will be paid to attend safety meeting, safety tours and accident investigations. Participation is voluntary and Safety Committee meetings will continue as scheduled even if an equal number of representatives of the Company and members designated by the Union do not volunteer.
  - 2. With prior notice, the Company will permit access to the plant by the Union's Health and Safety Director during normal business hours for purposes of reviewing specific health or safety concerns.
  - 3. Requests for access outlining specific areas of concern should be directed to the Company's Plant Director or Director of Human Resources at least twenty-four (24) hours prior to the requested visit date unless emergency conditions exist. Such visits should not exceed two (2) per year unless emergency conditions arise where the parties jointly feel another visit would be beneficial.
  - 4. Employees and union stewards should raise safety concerns with the appropriate supervisor. 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.

**ARTICLE 7**  
**LEAVE OF ABSENCE RULES**

**A. Return to Work from Illness/Injury**

1. 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's third-party carrier. Failure to comply with this requirement will result in a loss of continuity of service and may result in termination.
2. 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.
3. Disputes on eligibility to return to work will be referred to a neutral third-party physician.
4. 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.
5. Employees returning to work after an absence in excess of sixty (60) days will be required to perform his/her job duties satisfactorily for a minimum of sixty (60) days prior to being eligible for vacation time, provided however that, the Company may authorize use of vacation time based on special personal circumstances. This shall not in any case result in the unintended loss of such unused and accrued time. If employee returns from an absence in excess of sixty (60) days in the last calendar quarter of the year and is subsequently denied vacation request, the Company will pay out the accrued but unused vacation balance in lieu of unintended lost time.
6. The company will attempt to provide reasonable accommodations for any employee unable to perform his or her assigned work duties satisfactorily despite medical clearance to return to work.

**B. Leave of Absence**

1. An unpaid leave of absence is an authorized, temporary period (up to 6 months) away from the workplace to cover unusual circumstances. An unpaid leave of absence applies when the employee's time off from work is not covered under an existing company benefit such as sick leave, paid vacation, paid holidays, or paid time off. Full-time, regular employees, with more than ninety (90) days of service who are regularly scheduled to work thirty (30) or more hours per week, are eligible to request approval for an unpaid leave of absence. Seniority will not be adversely impacted in such cases.
2. An employee's failure to return to work at the expiration of any leave of absence or failure to request and receive approval for an unpaid leave of absence including FMLA extension, may result in disciplinary action up to, and including, dismissal. For military leave of absences, refer to the MPS Employee Handbook.
3. In any event, an employee must return to work within six (6) months from the first day of an authorized leave of absence, including Family Medical Leave Act (FMLA). Employment will be administratively terminated at the end of six (6) months unless the employee has returned to work. However, this shall not

impact any of the seniority and return right periods specified in Article 8 (Seniority) regarding individuals returning from paid disability leave, including worker's compensation, or layoff.

## **ARTICLE 8 SENIORITY**

- A. "Seniority" is the total length of protected bargaining unit continuous service at the Company's Wilmington, MA facility of AMETEK Measurement and Power Systems Division, Sensors and Fluid Management Systems Business Unit.
- B. Seniority is a factor in the determination of layoff and recall from layoff, recall, upgrading, shift bids, vacation bids, and vacation time.
- C. Seniority is broken ("lost") whenever the employee terminates employment as a result of:
  - 1. Voluntary Resignation
  - 2. Retirement
  - 3. Death
  - 4. Discharge
- D. Seniority is broken whenever an employee fails to provide a status report to the Company's Human Resources Department and the Company's third-party disability provider is not notified on a monthly basis as determined by the third party stating the employee's anticipated return to work date.
- E. If an employee is out on disability beyond twelve (12) months, seniority is broken ("lost") for all service time beyond twelve (12) months. If employees are out on Workers' Compensation beyond eighteen (18) months, seniority is broken ("lost") for all service time beyond eighteen (18) months.
- F. Any employee rehired after twelve (12) months on layoff or disability but within twenty-four (24) months will be credited seniority for prior seniority plus twelve (12) months.
- G. Employees on disability who return to work with proper medical clearances within twelve (12) months are entitled to their job upon recovery and will be treated as part of the workforce if any subsequent reduction in force is necessary

## **ARTICLE 9 WORKING HOURS: STRAIGHT TIME AND OVERTIME**

- A. The regular workweek shall consist of forty (40) hours of five (5) eight-hour days, from Monday to Friday inclusive. Computation of the 168 hour work week begins at 12:01 AM Monday.
- B. Overtime
  - 1. Employees will be paid overtime based on the Commonwealth of Massachusetts overtime regulations for hours worked in excess of forty (40) hours in any given workweek. Currently, that calculation is at the rate of time and one-half for hours worked in excess of forty (40) hours in any given workweek. Should Massachusetts State Law change, this bargaining unit agreement will automatically update to match the current state regulations. Holidays, sick time, personal time, and vacation time are not included as hours worked for the purposes of calculating overtime pay.

2. Overtime shall be divided as equally as efficient operations permit among the employees who are performing similar work in the group. A record of all overtime worked by will be maintained by the supervisor and will be available for examination by the appropriate union steward upon request.

**ARTICLE 10  
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

Employees will be paid eight (8) hours holiday pay for each company holiday at his/her current hourly rate of pay. Holidays will not be counted as hours worked for the purpose of calculating overtime. Holidays falling on a Sunday will be recognized on the following Monday. Holidays following on a Saturday will be recognized on the prior Friday. The Company and the Union may, by mutual agreement in writing, substitute a day other than the preceding Friday or following Monday based on operational considerations.

**ARTICLE 11  
VACATION**

- A. On January 1 of each calendar year, bargaining unit employees are eligible for vacation based on their length of service.

Vacation Eligibility:

0 up to 2 years' service	2 weeks (10 days)
2 up to 10 years' service	3 weeks (15 days)
10 up to 15 years' service	3.5 weeks (17.5 days)
15 up to 25 years' service	4 weeks (20 days)
Greater than 25 years' service	5 weeks (25 days)

- B. Subject to prior approval of the employee's manager, vacations may be scheduled at any time within the calendar year. Employees are required to give the manager a minimum of 2 weeks' notice of a vacation request for a five (5) consecutive days or more vacation. For anything shorter than a week, one day notice is requested for each vacation day. Exceptions will be made in special circumstances at the manager's discretion based on the needs of the business. Vacations may not be scheduled in less than one (1) hour increments.
- C. Employees must use eligible vacation time to cover up to two scheduled plant shutdowns, to a maximum of ten (10). Employees who are limited to two weeks' vacation are authorized to substitute sick/personal time or may choose to utilize five (5) vacation days and five (5) unpaid days. The paid vacation days will be used first followed by unpaid days.
- D. All vacation time must be used in the calendar year. The calendar year is defined as January 1 – December 31. There is no carryover time of vacation from calendar year to calendar year. There are no payouts for time not taken in a calendar year with the exception of termination of employment, Company not allowing an employee to take vacation time due to the needs of the business, or employee returning from disability who is

restricted from using time off per the Leave of Absence Return to Work rules. In addition, pay in lieu of is authorized in the event of an active employee's death. Upon termination for any reason, employees with a minimum one year of service are paid out any unused and accrued vacation time on a pro-rated basis based on date of hire and date of termination. Employees who have less than one full year of service will forfeit any unused vacation time.

**ARTICLE 12**  
**SICK / PERSONAL TIME**

- A. Bargaining unit employees are provided a lump sum of forty (40) hours of sick/personal time (to be used in no less than one (1) hour increments) at the start of each calendar year (January 1). New Hires are paid a prorated number of sick/personal hours based on his/her date of hire.
- B. Unused sick/personal time is not paid out on termination of employment. Unused sick/personal time is not paid out at the end of the year for active employees. Because the sick/personal leave bank is granted as a 40 hour lump sum each January 1, rollover of unused sick/personal time is not permitted as 40 hours is the maximum an employee can use per benefit year.
- C. Sick/personal time shall run concurrently with leave under the Company's FMLA, Parental Leave, Domestic Violence Leave, or other leave of absence policies. Employees may elect to use earned sick/personal time to receive pay for the waiting period under Short Term Disability and Long Term Disability.
- D. Earned unused sick/personal time is not rolled over at the end of the calendar year nor cashed out upon termination.

**ARTICLE 13**  
**OTHER PAID TIME OFF**

- A. Jury Duty  
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. Similar differential pay 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.
- B. Bereavement
  - 1. Bereavement leave will be available to allow the employee to attend the funeral and make necessary arrangements associated with death of a family member. These arrangements include absence from work due to the death, funeral, or matters of estate.
  - 2. For a death of a spouse, child, stepchild, foster child (living in the employee's home), parent, stepparent, stepparent-in-law, brother, sister, mother-in-law, father-in-law, stepbrother, or stepsister, employee will be compensated straight time earnings for the time lost for up to five (5) days for each such absence and up to eight (8) hours per day. For a death of grandchild, son-in-law, daughter-in-law, grandparent, great-grandparent, grand-parent-in-law, brother-in-law, or sister-in-law, an employee will be compensated straight time earnings for the time lost for up to three (3) days for each such absence and up to eight (8) hours per day.
  - 3. Bereavement leave will not count as time worked toward overtime calculations for hourly employees.

**ARTICLE 14  
MILITARY PAY DIFFERENTIAL**

- A. The Company strongly supports those bargaining unit members who are veterans or serving in the active reserves of our armed forces. The company complies fully with USERRA and Massachusetts rights for military personnel. No veteran will be adversely affected in their employment rights as a result of their military service.
- B. Military 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 15  
UNION STEWARDS**

Union Stewards will be paid by the Company at their currently hourly rates of pay while engaged in Union activity on the Company premises. Union Stewards are limited to one (1) hour per week to be engaged in Union activities. During the grievance process, Union Stewards are limited to three (3) hours per week to be engaged in Union activities. During contract negotiations, Union Stewards are expected to be present for all contract meetings and will not have time limitations during negotiations. These union activities will include the grievance process at any step in the grievance process as well as during contract negotiations. The Company will only compensate Union Stewards for hours worked on grievances and contract negotiations that are held on regularly scheduled workdays and hours. If, by mutual written consent, the Company and the Union wish to extend these days or working hours, they may do so and will pay overtime per the regular overtime provisions if the hours extend beyond forty (40) total weekly hours. The Union is limited to two (2) Union Stewards at any time. Stewards will promptly notify his/her supervisor whenever they will be working on Union business and are required to schedule Union business at the courtesy of the supervisor whenever possible.

**ARTICLE 16  
GRIEVANCE PROCEDURE**

- A. Grievances may be filed by an employee or group of employees, a Steward or the Union. 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 fifteen (15) working days of knowledge of the occurrence, and the supervisor will provide a written response within five (5) working days.
  - 2. Second Step:  
If a satisfactory settlement is not reached at First Step, a meeting shall be held between the union steward and the Plant Director and/or Director of Human Resources to discuss the grievance. Within five (5) working days after the meeting, management will make a decision in writing.
  - 3. Third Step:  
If a satisfactory settlement of the grievance is not reached at Second Step, the grievance committee and

Business Agent or designated representative shall meet within ten (10) working days with the Plant Director and/or Director of Human Resources or designee, who will make a decision within five (5) working days. If a satisfactory settlement is not reached, arbitration may be the result.

- B. 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.
- C. 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. 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.
- D. 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 17 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 Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association based on agreement between the parties, 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. If either party desires to use the services of an attorney at an arbitration hearing, it shall give the other party five (5) days' notice of such intent.
- E. 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.
- F. 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.
- G. 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.

- 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 extended pending the outcome of the appeal.
- I. Probationary employees are not covered under the arbitration provisions of this Agreement until completion of six (6) month probationary period from date of hire. Discipline or termination of probationary employees is at the discretion of the Company.

**ARTICLE 18  
NO STRIKES AND NO LOCKOUTS**

- A. There shall not be any strike, cessation of work, slowdown, picketing or other interference or interruption of the Company's business by bargaining unit members during the term of this Agreement. An employee who violates the foregoing provision shall be subject to disciplinary action up to and including termination.
- B. There shall not be any lockout by the Company during the term of this Agreement.
- C. The Union will not oppose or seek to prevent the Company from obtaining appropriate injunctive relief or other equitable relief from a court or an appropriate administrative agency should any of the events occur.
- D. The provisions of this Article shall not apply if the Company fails to comply with Article 16 (Grievance Procedures) or an arbitration award.

**ARTICLE 19  
NOTIFICATIONS AND PUBLICITY FOR UNION**

- A. The Company will provide the Stewards with a Bulletin Board for Official Union postings. The company agrees to notify the Union as soon as possible of important items that may impact bargaining union employees, which may or may not be covered items under the agreement.
- B. The Company will provide on a regular basis an updated list of employees with name, home address, service/seniority date, rate of pay, and job classification; and provide advance notice of any job openings, job postings, lack of works, or work volume increases or decreases.

**ARTICLE 20  
REDUCTION IN FORCE**

- A. A reduction in force procedure will be by job classification. Demonstrated job performance, seniority, written performance evaluations and work history will be factors taken into consideration in the determination of employees that are reduced.
- B. Employees laid off, except those on probation, are eligible for severance pay based on length of service; one (1) week of severance pay per full year of service with a minimum of four (4) weeks' severance pay. The maximum a bargaining unit employee can receive is thirty (30) weeks' severance. Severance pay will be equal to forty (40) hours pay at employee's current hourly rate of pay per eligible severance week.

- C. Employees laid off are eligible for the COBRA stipend supplement starting the first of the month following termination date for the length of severance eligibility.
- D. Employees laid off are added to the twelve (12) month Recall List. Employees who have not received any Written Warnings within two years prior to lay-off, will be added to an eighteen (18) month Recall List. Employees will be recalled based on the criteria identified above in paragraph A.

**ARTICLE 21  
JOB POSTINGS**

Interested present bargaining unit employees are considered first for posted job openings. Skill, job performance ratings, work history, seniority, and experience are taken into account in making the final selection. Bargaining unit employees may self-nominate. Postings shall remain open for a minimum of five (5) days. All bargaining unit employees who apply shall be considered, interviewed, and evaluated for the position. If no suitable internal candidates exist, external candidates will be sought to fill the position.

**ARTICLE 22  
WORK BY EXCLUDED PERSONS / OUTSOURCING**

- A. In general, any assembly or test of a product in production shall be performed by the bargaining unit members. This includes Environmental Stress Screening (ESS) or production hardware. However, non-production engineering evaluation units may be assembled and tested by non-union personnel. Design Assurance Test (DAT) and Qualification Test units, which represent first hardware units during development, may be built by either Engineering or Union employees, whichever is more appropriate. If a product encounters a failure that requires troubleshooting, Engineering may conduct troubleshooting, failure investigation, or testing to determine the source of failure.
- 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.

C. 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:

- 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

**ARTICLE 23**

**WAGES AND PERFORMANCE FOR SPECIFIED JOB CLASSIFICATIONS**

A. JOB CLASSIFICATION MINIMUM WAGE RATES

<b>Current Grade</b>	<b>Title</b>	<b>Min Rate (\$/hr)</b>
IMS	Inventory Mgt Specialist	\$15.00
MTB	Manufacturing Technician – Basic	\$15.75
MTEE	Manufacturing Technician – Electrical	\$16.00
MTW	Manufacturing Technician – Welder	\$16.25
MTI	Manufacturing Technician – Inspector	\$16.50
MTM	Manufacturing Technician – Machinist	\$17.50
MCC	Materials Control Coordinator	\$21.50
ELE	Electrician	\$23.00

See Appendix “A” for Job Descriptions

Note:

Management reserves the right to adjust job classification hourly rates upward based on:

- 1. Current market conditions and years of experience
- 2. Individual annual performance or past work history

3. Recruitment needs of the Company

B. ANNUAL PERFORMANCE REVIEW / INCREASES

Annual performance review ratings will determine performance wage-based increases, of which 1 (one) is to be paid in a lump sum. During the terms of this Agreement, the following % increase will apply:

<b>Review Score</b>	<b>Range</b>
0-1	0%
1.1-1.5	0.5%
1.6-1.9	1.0%
2.0-2.5	1.5%
2.6-3.0	2.75%
3.1-3.5	3.0%
3.6-4.0	3.5%
4.1-4.5	4.0%
4.6-5	5.0%

Merit increases are prorated for new hires and rehires who have worked less than a full 12 months based on hire date. Employee hired January 1 (or later) are not eligible for a merit increase in the April merit cycle following hire date, however, a prorated amount will be added to the following April cycle based on performance. See Appendix “B” for Performance Review Form

C. SERVICE WAGE INCREASE:

Service wage Increases will be provided at a rate of 0.25% every 12 months for the duration of this Agreement beginning on June 1, 2016.

D. SKILLED TRAINING INCENTIVES:

In order to promote cross training and increase the work force skill set, AMETEK will provide one-time lump sums based on completion of certifications identified below:

<u>Description</u>	<u>Payment</u>
1. Welder certificate (from AWS accredited program)	\$625
2. Machinist certification	\$625
3. J-STD Certified Trainer	\$625
4. Space Certified Trainer	\$625
5. Associates degree (mfg. skill focus)	\$875
6. Incentive payment for additional skilled training not specified in the Agreement based on the needs of the business. Note: The Company will provide Tuition Reimbursement as specified in the MPS Employee Handbook.	

E. SPECIAL RECOGNITION AWARDS

At the Company’s discretion, one-time lump sum awards based on outstanding individual contribution to the business may be provided after written approval by the employee’s direct supervisor, Director of HR, Business Unit Controller, and Business Unit Vice President.

F. UNION NOTICE

The Union will be provided with written notification when any employee receives any enhanced wage increase, payment or award under provisions A through E above citing the applicable provision.

**ARTICLE 24  
BENEFITS**

Bargaining unit employees will participate in the standard AMEFlex Health and Welfare plans, to include: medical, dental, vision, life insurance, disability insurance, spousal/child life insurance, and 401(k). Employees will pay bi-weekly contributions to these plans based on annual established rates by the Corporate office. Rates are subject to change each January 1 and employees will pay the corresponding rates as indicated by the Corporate Benefits department at the same rate as non-represented employees. For 2021, the rates are as follows:

<b>AMEFlex Medical / Dental / Vision Rates as of January 1, 2021</b>				
<b>The amounts represented in the chart are <u>bi-weekly</u> contributions before the biometric screening credit, tobacco surcharge and/or spousal surcharge have been applied.</b>				
<b>Medical Plan (bi-weekly)</b>				
<b>Coverage Level</b>	<b>Simple</b>	<b>Premier</b>	<b>Standard</b>	<b>High deductible</b>
Employee (EE)	\$169.85	\$114.46	\$62.31	\$43.38
EE + Children	\$334.15	\$222.92	\$118.62	\$82.15
EE + Spouse	\$426.92	\$316.15	\$211.85	\$171.69
EE + Family	\$475.85	\$366.00	\$262.15	\$202.62
<b>Dental Plan (bi-weekly)</b>				
<b>Coverage Level</b>	<b>Aetna Full</b>	<b>Delta Full</b>	<b>Aetna Dental FDMO</b>	<b>Delta Preventative</b>
Employee (EE)	\$6.48	\$6.67	\$2.25	\$0.69
EE + Children	\$15.78	\$16.06	\$5.05	\$1.38
EE + Spouse	\$12.83	\$13.11	\$4.50	\$1.25
EE + Family	\$19.96	\$20.31	\$7.13	\$1.80
<b>Vision Plan (bi-weekly)</b>				
<b>Coverage Level</b>	<b>EyeMed</b>			
Employee (EE)	\$2.78			
EE + Children	\$5.51			
EE + Spouse	\$5.23			
EE + Family	\$8.07			

**ARTICLE 25  
GENERAL**

A. Responsibility of the Parties

1. The Company recognizes that it is the responsibility of the Union to represent the employees effectively and fairly.



APPENDIX A  
Job Descriptions

**Job Title: - Inventory Management Specialist (IMS)**

**Summary:**

This position is responsible for receiving, counting, sorting, stocking and distributing materials throughout the plant. This position is also responsible for unloading trucks and prioritizing delivery of materials and using computerized inventory management systems.

**Responsibilities:**

Utilizes the manufacturing system and department instructions to accumulate, count, package, label, and deliver parts and assemblies.

Maintains accurate records for materials locations and on hand balances.

Ability to effectively navigate e-procurement system to find who ordered material and where it should be delivered.

Unload trucks, sort through packages and deliver materials in the proper priority using the Oracle System (or equivalent database).

Moves assemblies and production work throughout the facility. Qualified to operate trucks, forklifts, and high lifts as required.

Receive all material from receiving/incoming inspection, as well as discrete jobs from the floor. Look up shortages and fill discrete jobs to the floor. Count, bag and put away all material in a timely manner.

Pick material for jobs going to the manufacturing floor, as well as all jobs that are slated to be shipped to other Ametek locations. Perform daily cycle counts. Executes written and verbal instructions to accumulate, count, package, label, deliver parts and assemblies.

Pick and pack all sales orders and prepare for shipment.

Complete all transactions in Oracle, or equivalent database (receiving, picking, ship confirming, etc.).

Sorts, marks, and distributes incoming and outgoing mail and computerized reports as required.

Maintains required record keeping in accordance with policies, specifications and requirements. Cross-trains other employees as required. Participates and supports continuous improvement and operational excellence.

Interpret and address all items pertinent to the shipping instruction on the Customer instruction.

Ability to maintain foam machine and paper machine.

Ability to operate UPS and Federal Express shipping machines (including domestic, foreign, and third party).

Ability to strap outgoing material to skids. Skids are built by maintenance/facilities. This role is only responsible for placing material on skids and strapping material to skids, not the manufacture of the skids.

Support prototype product testing and basic assembly as required.

### **Minimum Qualifications:**

Ability to effectively navigate and operate all required computer systems (including but not limited to Oracle and AIM).

Ability to read and interpret pick lists, packing specifications, and customer instructions.

Ability to interact with all levels of staff.

Ability to move or lift up to 50 pounds. This position will also require regular climbing of ladders to stock materials.

Ability to read and understand English.

Ability to work weekends and stay late at month end to meet business demands.

### **Job Title: *Manufacturing Technician – Basic (MTB)***

#### **Summary:**

- Actively participates in the development, implementation and application of processes (assembly and test) for mechanical, electromechanical, electronic instruments and instrumentation; all devices developed and manufactured at this facility.
- Assignments will include activities involved with both prototype development and on-going or legacy production support.
- Support Design, Quality, Manufacturing Engineering, and the Materials Organization in the development of product, processes and associated documentation for both the development of new product, and improvements needed for legacy product (existing production).

#### **Key Responsibilities:**

- Product and process development support. Interface directly with Design, Quality, and Manufacturing Engineering assisting with the development and documentation of new product, associated processes, fixtures, tooling and equipment. Capable to build qualification and first build products from sketches and note level documentation.
- Process improvement and Operational Excellence participation. Proactively support, on a daily basis, opportunities to improve new and existing manufacturing process, fixtures, tooling and equipment. Support may be in the form of suggestions and/or active participation with engineering teams focused on process improvement and Operational Excellence initiatives utilizing formal tools such as six sigma, lean manufacturing, 5S, Kaizen and others.
- Legacy product and production runs. Perform all manufacturing tasks (fabrication, assembly, and test) required to support on-going production at this site.
- Support product transitions. Support the preparation of product, equipment, fixtures, tooling, related documentation, and processes for transitions to other AMETEK manufacturing sites.

#### **General Responsibilities:**

- Performs manufacturing operations as required by verbal instruction, engineering drawings, manufacturing or quality documents and other standards. Completes required work that may have been started by another operator when requested or needed to do so to meet business needs. The intent is to cross train all Operators to perform identified operations. Examples of operations include but are not limited to:
  - General assembly &
  - Soldering
  - Calibrating & testing

- |   |  |  |
|---|--|--|
| <ul style="list-style-type: none"> <li>• disassembly</li> <li>• Rework &amp; standard repairs</li> <li>• Masking &amp; painting</li> <li>• Set-up of equipment, fixtures, tooling</li> <li>• Mixing &amp; applying chemicals (adhesive, potting)</li> <li>• Flowmeter spring fabrication</li> <li>• Coil winding</li> <li>• Cable braiding, rubber molding</li> </ul> | <ul style="list-style-type: none"> <li>• Torch &amp; induction brazing</li> <li>• VAC operations (heat treat, brazing, maintenance)</li> <li>• Machining operations; swage, turn-back, surface grind, drilling, reaming, spot facing and bending</li> <li>• Oven operations (thermal cycling, curing, drying)</li> </ul> | <ul style="list-style-type: none"> <li>• product</li> <li>• Troubleshooting</li> <li>• In-process Inspections</li> <li>• Final Inspections</li> <li>• Incoming Inspections</li> <li>• Resistance &amp; laser tack welding</li> <li>• Semi-auto plasma welding</li> </ul> |
|---|--|--|
- Utilizes computerized and manual manufacturing systems, department instructions and manufacturing standards to perform manufacturing transactions, product or process status, to accumulate, count, package, label, and move parts and assemblies to required internal destinations. Maintain accurate records for material locations and on hand balances. Sort, mark, and distribute mail and computerized reports as required.
  - Performs simple maintenance of equipment, fixtures, tooling, and workspace to include but not limited to cleanliness, lubrication, monitoring for wear, monitoring for ESD compliance (where required), identifying issues (safety related or otherwise) to supervision that may require facility staff attention.
  - Participates in manufacturing team meetings to identify issues, monitor and document data for failure or other manufacturing trends, obtain assignments, status completion of action items, gives input to a daily course of actions relative to assignment of work, setting priorities, obtaining help, and assists with maintaining a production or project status board.
  - Maintains required record keeping in accordance with policies, specifications and requirements.
  - Directly trains other employees, proactively providing assistance to employees as they strive to develop and improve their basic skills; process, product, equipment knowledge and certifications as required.
  - Moves components, assemblies, product, fixtures, tools, and portable equipment throughout the facility. Operates trucks, forklifts and high lifts as required. Works with facility crews when relocating or rearranging production lines.
  - Performs all duties of inventory management coordinator classification as required.

**Minimum Qualifications:**

- Demonstrated capability to properly use calipers, micrometers, drop gages, scales, rulers, multi-meters, gauss meters, hipot/IR test equipment, go/no-go gauges.
- Demonstrated capability to properly use electrical test equipment: multi-meters, gauss meters, hipot/IR test equipment, case ground bonding.
- Solder certification (solder certification required within 90 days of upgrade to or hired into this position).
- Capability to assemble or fabricate product using verbal instructions only.
- Ability to read, interpret, and understand requirements specified on engineering drawings, sketches, manufacturing instructions, characteristic cards, routings, pick-lists, packing specifications, customer instructions and other means to communicate operational requirements.
- Ability to troubleshoot problems.

- Achieve a passing score on math test in order to demonstrate capability for making required calculations and layouts of product such as but not limited to thermocouple rigid and electrical harnesses.
- Achieve a passing score on reading tests in order to demonstrate capability for making required calculations and layouts of product such as but not limited to thermocouple rigid and electrical harnesses.

**Job Title: *Manufacturing Technician – Electrical (MTE)***

Management will identify how many electrical technician roles are needed based upon business needs. In order to meet the electrical technician classification, the following conditions must be met in addition to the basic manufacturing technician description above.

**Additional Minimum Qualifications:**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Laser trimming machine operation</li> <li>• Vibration test equipment operation (software, data review and analysis, data reporting, basic test troubleshooting)</li> <li>• Knowledge of computers and electronics</li> </ul> | <ul style="list-style-type: none"> <li>• Knowledge of circuit boards, processors, chips, electronic equipment</li> <li>• Knowledge of computer hardware and software</li> <li>• Knowledge of circuit board assembly and electronic test equipment</li> </ul> |
|---|--|

**Job Title: *Manufacturing Technician – Welder (MTW)***

Management will identify how many welder roles are needed based upon business needs. In order to meet the welder classification, the following conditions must be met in addition to the basic manufacturing technical description above:

**Additional Minimum Qualifications:**

- Manual plasma, TIG, and laser welding in accordance with applicable specifications
- Automated or semi-automated TIG, plasma & laser welding
- TIG and laser welding certifications (certification required within 90 days of upgrade to or hired into this position)

**Job Title: *Manufacturing Technician – Machinist (MTM)***

Management will identify how many machining roles are needed based upon business needs. These roles may be filled in order of seniority or as otherwise defined by the bargaining agreement. In order to meet the machinist classification, the following conditions must be met in addition to the basic manufacturing technical description above:

- Actively participates in the development, implementation, and application of specialized manufacturing processes as well as jigs, tooling, and fixtures; supporting processes (assembly and test) for mechanical, electromechanical, electronic instruments and instrumentation; all devices developed and manufactured at this facility.
- Support Design, Quality, Manufacturing Engineering, in the development of product, manufacturing processes, jigs, tooling, fixtures and associated documentation for both the development of new product, and improvements needed for legacy product (existing production).
- Performs all processes and machining operations required to fabricate or rework complete components or assemblies with or without preplanned operations. Sets up and operates all types of grinding equipment to perform precision grinding operations on tools, dies, fixtures, gauges, and product. Performs original and new setups, makes necessary mathematical calculations, and determines sequence of operations

**Additional Minimum Qualifications:**

- Capable of operating conventional and numerically controlled machine shop equipment.
- Capable of understanding and applying geometrical tolerances in accordance with ASME Y14.5M-1994.
- Capable of making necessary mathematical, trigonometric, and geometric calculations required to create layouts, machine components, tools, jigs, fixtures and assemblies.
- Achieve a passing score on reading tests in order to demonstrate capability for making required calculations and layouts of product such as but not limited to thermocouple rigid and electrical harnesses.
- Must have all around machinist certification or equivalent work experience.

**Job Title: *Manufacturing Technician – Inspector (MTI)***

Management will identify how many Inspector roles are needed based upon business needs. These roles may be filled in order of seniority or as otherwise defined by the bargaining agreement. In order to meet the Inspector classification, the following conditions must be met in addition to the basic manufacturing technical description above:

**Additional Minimum Qualifications:**

- Performs all duties associated with incoming inspection of development and production material.
- Supports maintenance of all equipment used in manufacturing processes and engineering development utilized at this facility.
- Performs a large variety of complex inspections and analytical processes while exercising sound judgment in the selection of tools, equipment, fixtures and measuring devices.
- Inspects and tests production parts using mechanical and electrical measuring equipment.
- Experience with prototype development using engineering sketches, notes and drawings.
- Capable of understanding and applying geometrical tolerances in accordance with ASME Y14.5M-1994.
- Demonstrated capability of measurement techniques.

**Job Title: *Materials Control Coordinator (MCC)***

Duties include reviewing and distributing orders, work, and shipment schedules. Conferring with department supervisor and stake holders to determine progress of work and completion dates, and compiling reports on progress of work. Perform picking, packaging, receiving, and shipping functions associated to the stockroom and shipping department. Manage inventory needs within the stockroom and shipping department.

**Minimum Qualifications:**

- High school diploma or GED; and two to five years previous materials/shipping/receiving experience; or equivalent combination of training and experience.
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute amounts such as discounts, interest, and percent. Ability to apply mathematical concepts to practical situations.
- Ability to write routine reports and correspondence.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
- To perform this job successfully, an individual should be able to operate the software and equipment used in the department, including but not limited to Microsoft Office products, Syteline, hand truck and pallet jack.
- Ability to interact in a positive and professional manner and to develop and maintain strong working relationships with co-workers, supervisor, vendors, and customers.
- Strong attention to detail and focus on quality and accuracy.
- Exhibits dependability, including following instructions; responding to supervisor's direction; and taking responsibility for own actions.
- Ability to take initiative, including asking for and offering help when needed; performs work independently without being prompted.
- Ability to prioritize and plan work activities; use time efficiently; and work within deadlines.
- Advanced understanding of Microsoft Excel required.
- Open to continuous change with the ability to learn new skills.
- Hands-on, self-motivated, self-starter, strong work ethic, self-advocate.
- Strong communication skills, including a strong English language capability.

**Job Title: *Electrician (ELE)***

**Summary:**

Responsible as leader of others or as an individual to perform and complete technical related project activities in the installation, maintenance and troubleshooting of all facility electrical systems, machines and machine tools. Determines and establishes project scope and tasks, provides and submits lists of required materials, equipment, services, tools, and manpower requirements. Provides schedules, orders, sketches, and other instructions. Assigns tasks, coordinates and directs the work of other project employees. Keeps records and integrates project activities.

**Responsibilities:**

Troubleshooting and repairs main and sub electrical plant systems as necessary.

Diagnoses, repairs, and calibrates machine tool systems as required. Includes electrical, electronic, hydraulic, pneumatic, mechanical, optical, control, positioning, tracing, and sensing equipment. Works to diagrams, schematic drawings, and instruction.

Analyzes equipment records for possible design changes to increase equipment reliability and/or reduce maintenance costs.

Maintains established procedures and develop new improved systems for the efficient performance of equipment preventative maintenance programs.

Assists work order originator in estimating man-hours on work orders.

Cross-trains other employees as appropriate.

Maintains equipment spare parts inventory related stock supply in order to efficiently address emergency repair situation.

Updates all required permits and licenses as required. Assures compliance with all safety and legal requirements in all facilities and equipment work.

Performs all duties of lower rated maintenance classifications as required for which qualified.

**Minimum Qualifications:**

Journeyman's electrical license mandatory with minimum three years' previous experience troubleshooting manufacturing equipment.

Availability for rotational "call-in" emergency repair service during off-hours and weekends.

## APPENDIX B Performance Review

AMETEK Annual Performance Review - Wilmington Union Member			
<b>EMPLOYEE NAME</b>		<input type="checkbox"/> 180 Day  <input type="checkbox"/> Annual	<b>Overall Rating</b>
<b>BUSINESS TITLE</b>			<b>Final Rating</b>
<b>DEPARTMENT/SHIFT</b>			<b>#DIV/01</b>
<b>MANAGER NAME</b>			Rating Scale: 5 = Outstanding 4 = Exceeds Expectations 3 = Meets Expectations 2 = Needs Improvement 1 = Unsatisfactory
<b>REVIEW PERIOD (Year End)</b>			

COMPETENCIES			#DIV/01
	Competency	Definition	Rating
1	<i>Job Knowledge/Quality</i>	Demonstrates a strong understanding of job procedures and methods. Possesses necessary skills and demonstrates a level of expertise in doing and completing assigned tasks. Produces quality, thorough and accurate work product. Adheres to safety rules, policies and practices. Performs the work accurately with minimal defects. Possesses the skills to be effective on the job.	
2	<i>Adaptability, Conduct and Attitude</i>	Ability to meet changing conditions and situations in a positive and receptive manner while welcoming suggestions and constructive criticisms with a professional attitude toward the Company. Works well with Union team members as well as management team to find mutually beneficial solutions for AMETEK and our customers.	
3	<i>Initiative</i>	Demonstrates the ability to use own judgment and look beyond the obvious to find effective solutions. Identifies and communicates opportunities for improvement. Performs work in a timely fashion with no/minimal distractions and completes the quantity of work to meet production requirements.	
4	<i>Reliability/Attendance</i>	Reports to work on time, works full shift and works overtime as requested. Is conscientious of company time and property. Carries out instructions with no follow up required.	

Strengths

Development Areas/Training Needs

Overall Summary

Employee Feedback

Signatures	
<b>Manager</b>	<b>Date</b>
<b>Employee</b>	<b>Date</b>
<b>Union Steward</b>	<b>Date</b>

The Employee understands that by signing this performance review document, he/she understands the objectives of his/her position and understands that this performance review is based on his/her position. The employee has read the performance review and has discussed its contents with his/her supervisor. An Employee's signature does not necessarily indicate his/her agreement with the Review's findings. An Employee may request a Steward be present at any review / performance meeting. Employee has been

<b>Human Resources:</b> Employee was provided notice of opportunity to have Union Steward present and a copy has been provided to the Employee.	<b>Date</b>