

**Viking Drill & Tool's Proposed CBA Changes**  
**5/22/23**

## **Article 1: Recognition**

### **Section 1**

Remove 2<sup>nd</sup> paragraph

~~All future physical locations of the Company within a fifty (50) mile radius of the Ramsey County Court House in St. Paul shall be included within the Recognition, to the extent that such is consistent with the National Labor Relations Board Certification.~~

### **Section 2**

Add to the very end

**"...supervisors as defined by the Act and all others."**

### **Section 4**

Modify language

Neither the Company nor the Union carrying out their obligations under the Agreement shall discriminate against any employee because of **any legally protected class/status, including union activity.**

## **Article 2: Strikes and Lockouts**

### **Section 1a**

Remove language

~~It is further agreed that the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Company written notice, which notice will list the Union's authorized representative, who will deal with the Company, make commitments for the Union generally, and in particular have sole authority to act for the Union.~~

### **Section 1b**

Modify language

During the term of this Agreement, the Union agrees that neither it nor the employees covered by this Agreement will authorize or engage in any strike, slowdown, walkout, sit-down, picketing, acts of violence, or other interference with the operations of the Company. **This prohibition includes sympathy strikes/interference and/or unfair labor practice strikes/interference.** ~~but it shall not be a violation of this Agreement for the Union and the employees covered by this Agreement to engage in a strike caused by the refusal of the Company to abide by an arbitration award issued pursuant to the Grievance and Arbitration procedure of this Agreement.~~

### **Section 1(c)[1]**

Add language:

No employee, Union member or other member/agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever without the express written approval of the Executive Board of the Local Union through its Secretary-Treasurer. The Union shall not be liable for any such activities unless expressly so authorized **so long as the Union takes all necessary steps to stop such action immediately.**

### **Section 1(c)[2]**

Add language

Any individual who engages in activity described in Section 1 (b) and 1(c) [1] may be discharged by the Company without recourse to the Grievance Procedure and without liability on the part of the Company or the Union

## **Section 2**

Remove language

~~During the term of this Agreement, the Company agrees that it will not engage in any lockouts of its employees. but it shall not be a violation of this Agreement for the company to engage in a lockout caused by the refusal of the Union to abide by an arbitration award issued pursuant to the Grievance and Arbitration provisions of this Agreement.~~

~~No employee shall be discharged for refusing to go through a picket line of a striking union; however, the Union agrees that in the event the employer becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.~~

## **Article 3: Human Relations Committee**

### **Section 2**

Remove language

~~The Company agrees that it will answer any questions relating to this Agreement put to it by the Union in the course of discussions by the Committee within ten (10) days. The Company further agrees that all answers will be put in writing and signed by the Company.~~

~~The Union agrees that it will answer any questions relating to the Agreement put to it by the Company in the course of discussions by the Committee within ten (10) days. The Union further agrees that all answers will be put in writing and signed by the Business Representative of the Union or another Union official having authority to act.~~

~~The Company and the Union shall retain notes and comments concerning matters discussed at the Human Relations meetings and all agreements shall be reduced to writing and exchanged between the parties.~~

### **Section 3**

Remove language

~~Any agreements resulting from discussions in the course of meetings of the Human Relations Committee and afterward confirmed in writing, which are in conflict with this Agreement, shall be null and void unless ratified and approved at a regular or special meeting of the Union called for the ratification or acceptance of such agreement.~~

## **Article 6: Work Schedule**

### **Section 1**

Add language

A normal workweek will constitute as one of the following:

- a. Five (5) consecutive workdays or
- b. Ten (10) hour, 4 day work week.

### **Section 4**

Modify language

The first shift shall be any workday normally scheduled to begin between four (4) a.m. to **11:59 a.m.**

The second shift will be any workday normally scheduled to begin between **twelve (noon) p.m.** to **7:59 p.m.**

The third shift shall be any workday scheduled to begin between **eight (8) p.m.** to 3:59 a.m.

## **Article 7: Lunch and Rest Periods**

### **Section 1**

Remove language

All employees covered by this Agreement shall have a rest and relief period of ten (10) minutes during the first four (4) hours of their workday, and an additional ten (10) minutes in the second four (4) hours of their work day. Ordinarily, rest periods shall be afforded at the end of each two (2) hours of work, but if work conditions in any particular department prevent such exact scheduling, the time for the rest period will be determined ~~between~~ **by** the Company. ~~and the Union, considering both the wishes of the employees and the requirements of efficient departmental operation.~~

### **Section 2**

Add language

If ten (10) hours or more work is required, the employee will be afforded **one (1) additional** ten (10) minute paid rest and relief period. If the overtime is scheduled prior to the regular shift, the employee will be afforded the **additional** rest and relief period prior to the starting of the regular shift. If the overtime is scheduled after the regular shift, the employee will be afforded **the additional** the rest and relief period before starting such overtime **or as scheduling permits.**

## **Article 8: Shift Differential Pay**

### **Section 1**

Modify language

2<sup>nd</sup> shift add up to \$.15 to a total of \$.95

### **Section 2**

Modify language

3<sup>rd</sup> shift add up to \$.35 for a total of \$1.50

## **Article 9: Overtime**

### **Section 1**

Modify language

Employees will be paid:

- (a) One and one-half (1-1/2) times their regular rate for all **hours worked** in excess of ~~eight (8) hours in any one day, or forty (40) hours in any one work week.~~  
~~Or, if on a 10 hour, 4 day work week; one and one half (1-1/2) times their regular rate for all work in excess of ten (10) hours in any one day, or forty (40) hours in any one work week.~~

- (b) Two (2) times the regular rate for Sunday work; **provided, however that an employee whose normal workweek is ten (10) hours, four (4) days pursuant to Article 6, Section 1b, shall not be entitled to overtime at two (2) times the regular rate for Sunday work.**

- (e) One and one-half (1-1/2) times their regular rate for Saturday work when the hours worked during the regular week do not exceed forty (40) hours because the employee has worked short of the regular schedule in the work week as a result of Company action; this does not include discipline, weather, flood, fire, **public health emergency** or power failure.

### **Section 3**

Modify language

- (a) For **mandatory** overtime on a regularly scheduled workday, notification must be at least **two (2) hours** before the end of the **shift so long as scheduling permits**.
- (b) For overtime on a Saturday or Sunday, ~~for first and second shift,~~ notification must be by 2:00 p.m. Wednesday. An employee absent on **Wednesday** will not be entitled to notification of Saturday or Sunday overtime. ~~For third shift, notification must be by 6:00 a.m. Wednesday. An employee absent on Wednesday will not be entitled to notification of Saturday or Sunday overtime.~~ **All notification requirements for mandatory overtime shall be followed so long as scheduling permits.**
- (e) In cases of emergency needs arising after the close of the shift, employees to be eligible for work must have on file **with the Company** ~~in the Personnel Department~~ a telephone number at which they may be reached. The Company agrees to call employees using only ~~Personnel Department~~ **Company** records in order of seniority and qualification ~~as required in this Article, Section 5.~~ When less than a full eight (8) hour shift is to be worked on a Saturday or Sunday, overtime will be offered to the most senior qualified employee in that job assignment regardless of shift.
- ~~(f) When the Company makes such calls, an officer or steward of this bargaining unit, in the order of availability, will be present and sign his or her initials after the name of the person who was called for overtime work. Failure by the Company to follow the above procedure during the calling will be a violation of this Agreement and the Company will pay or offer overtime work in accordance with Section 6 of this Article for any proven seniority violation grievances filed by employees in connection with that series of calls.~~

### **Section 5**

Modify language

The following rules shall apply to the assignment of overtime work:

- ~~—(a) Overtime on Sunday will be voluntary.~~
- ~~—(b) Mandatory Saturday overtime may be scheduled no more than four (4) out of any rolling eight (8) Saturdays, for any individual. Voluntary Saturday overtime shall count towards the 4 of 8 calculation, the employee may however work more than 4 of 8 on a voluntary basis.~~
- ~~—(c) No more than two (2) hours of mandatory overtime may be scheduled per weekday.~~
- ~~—(d) If mandatory overtime is required, two hours minimum work will be available. An employee may request to opt out of mandatory overtime, if mutually agreed and signed off by the employee and supervisor.~~
- ~~—(e) Only employees who are fully qualified to perform the work will be offered overtime work. Fully~~

~~qualified is to have satisfactorily performed the work required during the prior six (6) months. Overtime will be offered in the following sequence except in an emergency situation:~~

~~1. To the senior qualified employee in that Job Assignment on that shift except for one (1) shift of Saturday or Sunday overtime.~~

~~2. To the senior qualified employee in that Job Assignment on any shift.~~

~~NOTE: This is step one (1) for one (1) shift of Saturday or Sunday overtime.~~

~~3. To the senior qualified employee in that Labor Grade in the plant.~~

~~4. To the senior qualified employee in any Labor Grade provided that this employee is willing to work at the contract rate of the job.~~

~~If the overtime is not accepted according to the procedure outlined above, the Company may exercise one of the following options or any combination thereof:~~

~~5. The employees with the least seniority in the job assignment affected will be required to work.~~

~~6. The overtime may be offered to any employee at the Company's discretion.~~

~~In the event of an emergency, overtime assignments 1, 2, and 3 above will be preceded by assigning it:~~

~~1. To the qualified Leadperson in that Job Assignment on that shift.~~

~~2. To the qualified Leadperson in that Job Assignment on any shift.~~

~~(f) When the Company schedules overtime, such work must be performed by the employees assigned unless they are excused by their Supervisor for reasonable and acceptable causes. If overtime has been scheduled for a Saturday and an employee has pre-approved vacation to use a full vacation day on the Friday preceding or the Monday after the scheduled overtime, the employee will not be required to work the overtime.~~

~~(g) When the Company schedules overtime, notice may be posted on the Union Bulletin Board before the end of the shift. If a sufficient number of employees do not report for the overtime work, the Company may call the fully qualified employees who have signed this posting by seniority in the Labor Grade required.~~

~~In the event these people cannot be reached or no one has signed the posting, the Company may call for the required assistance at their own discretion and this shall not constitute a seniority violation.~~

~~(h) For purposes of assignment of overtime work in this section only, the following will apply:~~

~~1. Each Labor Grade in the Centerless Grinding department will be considered one Job~~

Assignment.

~~2. Each Labor Grade in the Flute Grinding department (Hertleins and Normacs) will be considered one Job Assignment.~~

~~3. Each Labor Grade in the Automatic Clearing department will be considered one Job Assignment.~~

**Voluntary OT is offered in order of most senior to least senior and Mandatory OT is assigned in order of least senior to most senior.**

### **Section 6**

~~If an employee's seniority is violated under this Article such employee will be given an opportunity to make up this time within thirty (30) days or be reimbursed for such time lost.~~

## **Article 10: Holidays**

### **Section 1(a)**

Modify language

2023 – Monday, July 3

2024 – Friday, July 5

2025 – Friday, December 26

2026 – Friday, January 2

2027 – Friday, December 31

2028 – Monday, July 3

### **Section 2**

Add language

Holidays falling on Sunday will be celebrated on the following Monday. Holidays falling on Saturday will be celebrated on the previous Friday, **as business needs allow.**

### **Section 3(b)1, 2 and 3**

Modify language

(b) Worked his or her full shift on the last scheduled work day before and the **full** first scheduled work day after the holiday, except **that employees absent from work on such day or days, or any part of either, who have received a Company excused absence will be paid for the holiday.**

~~1. Employees absent from work on such day or days because of plant injury for which he or she receives Workers Compensation benefits and have worked eight (8) hours or more for the Company, either during the ten (10) working days before the holiday or five (5) working days after the holiday, will be paid for the holiday. **If the last scheduled work day before or the first scheduled work day after a holiday are missed a doctors note must be provided to cover the absence.**~~

~~2. Employees absent from work on such day or days because of non-industrial accident or illness supported by medical proof and have worked eight (8) hours or more for the Company, either during the ten (10) working days before the holiday or five (5) working days after the holiday, will be paid for the holiday.~~

### **Section 4**

Modify language

In the event an employee does not work his or her full shift on the last scheduled work day before, or the first scheduled work day after the holiday and does not qualify for ~~any of the exceptions~~ contained in Section 3, the employee will forfeit one (1) hour of his or her total holiday pay for the period for each hour or part thereof absent on either of the two above described days.

## **Article 11: Absence With Pay**

### **Section 1**

Modify Language

- (a) If an employee attends the funeral of a deceased member of his or her **legally defined family member**, he or she shall be paid:

**Five (5) days at the rate of eight (8) hours times his or her regular base rate of pay plus applicable shift differential for each day for:**

**Spouse                  Child**

- (b) The day of the funeral must be one of the paid days. All other time to be mutually agreed between the employee and supervisor. ~~Upon request suitable verification shall be provided.~~ **Suitable documentation is required to be provided by the employee. It is the responsibility of the employee to provide proper proof of relation and to complete a Request for Funeral Time Off form.**
- (c) **When an employee works on a ten (10) hour, four (4) day work week, the pay will be determined at the rate of ten (10) hours per day up to the maximum allowed of ~~twenty-four (24)~~ forty (40) hours.**

### **Section 2 (formerly part of section 1)**

Remove Language

- (a) Three (3) days at the rate of eight (8) hours times his or her regular base rate of pay plus applicable shift differential for each day for:

<del>Spouse</del>	Mother	Father
<del>Child</del>	Stepmother	Stepfather
Stepchild	Mother-in-law	Father-in-law
Brother	Sister	Grandparent
Grandchild		

- (b) When an employee works on a ten (10) hour, four (4) day work week, the pay will be determined at the rate of ten (10) hours per day up to the maximum allowed of **twenty four (24)** hours.

### **Section 3 (formerly section 2)**

- (a) Two (2) days at the rate of eight (8) hours times his or her regular base rate of pay plus applicable shift differential for each day for:

Stepbrother	Stepsister	Son-in-law
Daughter-in-law	Domestic Partner	

It is the responsibility of the employee to complete a declaration of Domestic Partner form upon the death of a domestic partner.

- (b) One (1) day at the rate of eight (8) hours times his or her regular base rate of pay plus applicable shift differential for:

Sister-in-law

Brother-in-law

- (c) Payment will only be made if the time lost would normally be work time with the day of the funeral the last day, and when requested, suitable verification shall be provided.

- (d) When an employee works on a ten (10) hour, four (4) day workweek, the pay will be determined at the rate of ten (10) hours per day up to the maximum allowed of sixteen (16) or eight (8) hours.

#### **Section 4 (formerly section 3)**

One (1) unpaid funeral day for family (Aunt, Uncle, Niece, Nephew, Godchild and employee's child's Grandparent) will be excused leave and will not be lost time. It is the responsibility of the employee to provide proper proof of relation and to complete a Request for Funeral Time Off form.

#### **Section 5 (formerly section 4)**

To qualify for funeral pay for the death of an "in-law" acquired by the employee's marriage, the spouse who is directly related to the deceased person must be married to the employee, or in the event the spouse is deceased, the employee must not have remarried.

To qualify for funeral pay for the death of an "in-law" acquired by marriage of the employee's brother or sister, the employee's brother or sister must have been married to the deceased at the time of the decedent's death.

#### **Section 6 (formerly section 5)**

The Company agrees to pay for a maximum of ten (10) days of Jury Duty per calendar year **when an employee on Jury Duty service is summoned or otherwise required to report in person to the court for Jury Duty service and thus cannot be present at work. Employees will not be entitled to Jury Duty pay when they are on-call for Jury Duty service unless and until they are summoned or otherwise required to report in person to the court for Jury Duty service and thus cannot be present at work.** Employees **eligible for Jury Duty pay under this provision** ~~called to Jury Duty~~ will be paid the difference between Jury Duty pay and eight (8) hours of straight time pay at the employee's regular base rate of pay plus applicable shift differential. Any employee who is **summoned or otherwise required to report in person to the court for Jury Duty service and thus cannot be present at work** ~~called for Jury Duty~~ shall not be required to report back to work unless he or she is excused from Jury Duty for a day. Suitable proof of Jury Service shall be submitted to the Company before the difference is paid.

When an employee works on a 10 hour, 4 day workweek, the pay will be determined at the rate of 10 hours per day up to a maximum of two 40 hour weeks.

The Company agrees to pay up to an additional forty (40) hours for Jury Duty per calendar year when the employee is assigned to a case in the second week of his Jury Duty and must remain on the jury during part of the third week.



When the employee receives mileage over and above Jury Duty pay such mileage amount shall not be deducted from the employee's regular pay in computing the difference between Jury Duty pay and his regular rate of pay.

## **Article 13: Grievance Procedure**

### **Section 1**

Modify language

In the event a difference arises as to the interpretation or application of any of the provisions of this Agreement, the people affected shall handle it in accordance with the following procedure. All employees have the right to have a Union steward or other bargaining unit employee present ~~at any disciplinary procedure~~ **during an investigation that may reasonably lead to discipline.**

### **Section 2**

Modify language

Any controversy other than disciplinary action arising over the interpretation of or the adherence to the terms and provisions of this Agreement shall be submitted to the Employer in writing within ten (10) working days of the alleged violation and shall be adjusted by ~~negotiations~~ **the grievance procedure.** ~~between the Union and the Employer.~~ Failure to present the grievance within the time limits provided shall cause the grievance to be barred and permanently waived.

### **Section 5**

Remove language

~~Any unrelated discipline older than six (6) years will not be referenced on a verbal or written warning unless discipline is a Category 3 Company Rule violation.~~

## **Article 15: Probation**

### **Section 2 c, d, e**

Modify language

(c) Any employee who bids, is assigned to, or otherwise moves to another Job Assignment and/or Job Classification within the same Labor Grade will be on Job Probation for ~~four (4)~~ **eight (8) weeks.**

(d) Any employee who bids, is assigned to, or otherwise moves to a lower Labor Grade will be on Job Probation for ~~four (4)~~ **eight (8) weeks.**

(e) Any employee who bids, is assigned to, or otherwise moves to another Job Assignment which they have previously performed the job duties satisfactorily will demonstrate within one (1) week that they are still capable of performing the job duties satisfactorily or will be placed on job probation for ~~four (4)~~ **eight (8) weeks.**

### **New (g)**

Add language

**For purposes of holiday pay eligibility only, employees will be eligible at 360 worked hours, regardless of labor grade.**

## **Article 16: Seniority**

### **Section 1**

Modify language

Seniority is defined as the length of an employee's continuous service with the Company. This definition of seniority is limited to the purposes of this Agreement and shall not affect the determination of what constitutes continuous service under the ~~Company's pension plan~~, 401K plan or other benefit plans.

#### **Section 2c**

Remove language

~~Fails to reapply for an additional year's seniority protection, as outlined in Article 18, Section 2 (a).~~

#### **Section 2d**

Remove language

~~Exceeds the additional year's seniority protection.~~

#### **Section 2e**

Modify language

Is absent from work for ~~three (3)~~ **two (2)** consecutive work days without notifying the Company, unless a reasonable excuse is rendered and proof, if requested by the Company, is given.

#### **Section 2f**

Remove language

~~Fails to return to work at the expiration of an authorized leave of absence or vacation period, unless a reasonable excuse is rendered and proof, if requested by the Company, is given.~~

#### **Section 4**

Modify language

The Company shall maintain an up-to-date record of the seniority of all the employees covered by this Agreement, which will be open to inspection by the Union or any employee for examination during normal business hours. The Company agrees, **upon request of the Union**, to furnish to the Union complete plant seniority rosters. ~~every six (6) months, or more frequently, if reasonably possible.~~

### **Article 17: Layoff**

#### **Section 3a**

Modify language

The employee may bump the ~~most junior~~ **least senior** employee within their job assignment on the shift of his or her choice, or;

#### **Section 3e**

Modify language

The employee may bump the ~~most junior~~ **least senior** employee on the shift of his or her choice in either the same, equal, or lower job classification. Full time employees with seniority may bump the most junior part time employee in the plant, based on the part time employee's hire date. Employee will keep overall seniority rights, as outlined in Article 18, Section 2(a), but no benefits.

#### **Section 10**

Remove language

~~A leadperson or specialist with less seniority shall not displace an employee in Labor Grade F or higher. A leadperson or specialist with less seniority shall not replace a laid off employee in Labor Grade F or higher from his or her last held Job Assignment.~~

## **Article 18: Recall**

### **Section 2a**

Remove language

~~Employees on layoff shall be eligible for recall for two (2) years. The Company will notify the employee in writing, thirty (30) calendar days prior to the time that the employee's eligibility ends. Said employee will then have thirty (30) calendar days to reapply. If said employee reapplies within the thirty (30) calendar day period, from the time he or she is notified by the Company, an additional year of seniority protection will be granted by the Company. If the employee does not re-apply within the thirty (30) calendar day period, from the time he or she is notified by the Company, he or she will be removed from the seniority list.~~

## **Article 19: Posted Jobs**

### **Section 2**

Modify language

In considering an applicant for the Job Assignment seniority will govern, **so long as the employee has the then-present necessary skill and ability to perform the work as outlined in 1-4 below.** In addition, when the posting comes down as set forth in Section 1, the employee must possess:

1. **Current** Ability to perform the duties of the Job Assignment,
2. **Current** Physical capabilities to meet the job requirements,
3. Attendance record with less than ~~three~~ **two** warnings in the last 2080 hours,
4. Work record with less than ~~three~~ **two** written warnings or suspensions, including attendance warnings, in the last 12 months.

### **Section3 (3)**

Remove language

~~Offer to senior employee from layoff on same, equal, or higher classifications and so on down the laid off employee seniority list. The least senior must accept and must be trained unless physically unable to perform the work.~~

### **Section 3 (4)**

Modify language

Hire new employee ~~and train.~~

### **Section 5**

Modify language

~~An employee is eligible to bid on a posted job of higher Labor Grade at any time. No employee will be eligible to bid on a posted job of equal or lower Labor Grade unless:~~

1. Labor Grades A, B, C, and D employees have been in their present Job Assignment for at least two (2) months.
2. Labor Grades E, F, and G have been in their present Job Assignment for at least nine (9) months.
3. ~~Labor Grades H and higher have been in their present Job Assignment for at least one (1) year.~~

### **Section 6**

Modify language

Any employee disqualified by the Company from a job is eligible to re-bid immediately. Employees disqualifying themselves are ineligible to bid again for forty five (45) days **six (6) months**. **Any employee disqualified from a job, (a) must return to their previously held position, if vacant, or; (b) if their previously held position is not vacant, the employee may post for any lower labor grade position that is vacant and for which the employee is fully qualified, as outlined in Article 19, Section 2; or (c) if neither (a) or (b) apply, and the employee is senior to the employee that holds their previously held position and is fully qualified, as outlined in Article 19, Section 2, for the position at the time of disqualification, the employee may exercise his or her right to bump the less senior employee holding the previous position. If (a), (b) and (c) do not apply, must exercise one of the options outlined in Article 17, Section 3. ~~(or if senior and fully qualified over the employee that filled their previous position) any lower labor grade open position, before exercising their seniority for purposes of bumping.~~**

### **Section 7**

Remove language

~~A posted job will be awarded and started in the following manner:~~

- ~~1. The first awarding of a posting will occur within seven (7) calendar days after the posting is removed from our bulletin board. Any subsequent awards will occur within seven (7) calendar days of the date the job reopens.~~
- ~~2. The job must start within forty five (45) work days after it is awarded. Any changes in pay rate will begin when the job is started and will take effect as set forth in Article 35, Section 7.~~

### **Section 8**

Remove language

~~A posting will remain active for sixty (60) calendar days. Any time the job is reopened during this sixty (60) day period, it will be awarded from this posting. If the job is not awarded within the sixty (60) day period, it must be re-posted for re-bidding.~~

### **Section 9**

Remove language

~~Local 120 and the Steward on the shift of the awarded job will be given a copy of all postings and will be advised as to the name of the successful applicant. A copy of the posting will also be given to the successful applicant.~~

### **Section 10**

Modify language

The Company may utilize temporary transfers during the period of time that a Job Assignment is open and not awarded pursuant to the posting and bidding procedures. Temporary transfers may be utilized for sickness, leave of absence, vacations, or other emergencies while the bidding procedure is being followed. A temporary transfer cannot be used to defeat the posting and bidding procedures. In filling the temporary transfer jobs, the Company should, whenever ~~possible~~ **practical**;

1. Use employees who would otherwise be laid off;
2. Use employees who want to be temporarily transferred;

3. Transfer the junior employee of a Job Assignment.

~~Temporary openings, which exceed thirty (30) workdays, shall be posted as temporary or permanent openings and awarded pursuant to the bidding procedure.~~

~~The Company may not require an employee to take a temporary transfer for longer than fifteen (15) workdays. Any employee required to take said temporary transfer will be offered his or her old Job Assignment back when such temporary transfer is ended.~~

## **Article 20: Shift Preference**

### **Section 1**

Modify language

Shift preferences shall be applicable only on the same Job Assignment. Employees who desire a change of shift within their Job Assignment shall so notify the Company in writing on a form to be provided by the Company indicating the shift desired. As vacancies occur in a Job Assignment employees in that Job Assignment who have written request on file with the Company for transfers to the shift on which the vacancy exists will be given preference for such shift on the basis of seniority. When an offer of shift preference is made to an employee, he or she must decide before the end of the next scheduled workday to accept or reject. Shift preferences, **to the extent practical, based on legitimate business considerations**, shall be filled within ~~ninety (90) calendar days~~ **six (6) months**.

## **Article 21: Leaves of Absence**

### **Section 2**

Modify language

The Company ~~will~~ **may** grant a leave of absence to any employee designated by the Union to attend any labor convention or to serve the Union as a Business Representative **for a period not to exceed 12 consecutive calendar months**. The Company shall be notified by the Union relative to this Section sufficiently in advance so that the plant operations will not be hindered by the leaves of absence hereunder.

### **Section 3**

~~The Company will grant a leave of absence to any employee covered by the terms of this Agreement who has been elected to, or appointed to, a governmental office or to any official capacity in the labor movement with which this local is affiliated, for the length of time such employee is required to carry out the duties of his or her office.~~

~~Employees to whom this Section applies will be permitted to purchase Health and Welfare Benefit protection as provided by the Company if they desire to do so and will pay monthly in advance.~~

### **Section 5**

Modify language

~~The Company may grant a leave of absence to any employee covered by this Agreement as provided under the provisions of the law. Eligible employees may also be granted unpaid leave of absences under the Family Medical Leave Act (FMLA). Such leaves will be administered and governed by the provisions of the FMLA and as currently administered by the Company. The employee must request the leave of absence from Human Resources and complete and submit all required paperwork in the timeframes governed by FMLA.~~

~~(a) A Medical leave of absence is not to exceed the following lengths of time from the first day of the medical absence:~~

<del>Seniority</del>	<del>Medical leave</del>
<del>0-3 years</del>	<del>2 years</del>
<del>3-6 years</del>	<del>3 years</del>
<del>Over 6 years</del>	<del>4 years</del>

~~Additional time beyond the above may be requested by the employee and may be granted up to a maximum of six (6) calendar months when circumstances warrant, if mutually agreed to by both parties of this Agreement.~~

**The Company may grant an unpaid leave of absence to any employee covered by this Agreement to the extent the employee is eligible for leave under applicable law, including the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act as amended (ADA), and Minnesota state law. A request and eligibility for, duration and administration of, and employee obligations with respect to any such leave shall be governed exclusively by the provisions of applicable law and the Company's FMLA and ADA leave policies and procedures. An employee on an approved medical leave of absence under the FMLA, ADA, or Minnesota law shall be required to use and exhaust the employee's available paid-time-off benefits concurrently with the leave of absence under applicable law.**

### **Section 7**

Remove language

~~Any employee who secures other than medical leave of absence under Section 4 of this article will continue to be covered by the Health, Welfare, Life and Dental Insurance Benefits for only the first three (3) calendar months of such leave and all premiums will be paid in advance by the employee.~~

~~Any employee who secures a medical leave of absence under Section 4 of this Article will continue to be covered by the Health, Welfare, Life and Dental Insurance Benefit plans for the duration of such medical leave of absence. The employer's contribution to the cost of the employee insurance coverage will be paid by the Company for the first three (3) calendar months, under the same terms and conditions prior to the leave, and thereafter by the employee.~~

**The Company will follow ACA rules applicable laws regarding continuation of insurance during an approved leave of absence.**

~~In the event an employee on a medical leave of absence becomes "totally disabled" as defined in Minnesota Statutes 62A.147 and 62A.148, Health Insurance will continue to be available for as long as the disability exists. The premium will be paid in advance by the employee.~~

### **Section 8**

Modify language

Any employee who enlists to serve his required military obligation and any employee, who is drafted, shall be entitled to all rights of employment provided by law. **The Company shall comply with all federal and state laws pertaining to Military service.**

### **Section 9**

Modify language

All employees on a leave of absence will ~~give the Company notice of intention of returning to work as outlined in Article 17, Section 2~~ **comply with the Company's policies and procedures concerning communication with the Company regarding the duration and circumstances of the leave of absence, including regularly and promptly advising the Company of any changed circumstances impacting the duration of the leave of absence, their ability to return to work with or without restrictions or any reasonable accommodations, and their intent to return to work. An employee on an approved leave of absence must give the Company prompt notice of their ability and intent to return to work from the approved leave of absence and the proposed date of return to work, which notice must be provided at least three work days prior to the employee's proposed date of return to work. Any failure of the employee to comply with the notice provisions of this Section shall be cause to delay the employee's return to work from an approved leave of absence.**

All employees on a restricted work schedule due to medical reasons will give the Company three (3) days notice of any change to the work restrictions ~~to enable the Company to change their job assignment.~~

## **Article 22: Company Responsibility**

### **Section 1**

Modify language

~~All rights of Management not specifically limited or abridged by this Agreement, including the right to direct the working force; to hire; suspend; discharge and transfer; to lay off employees for lack of work or other legitimate reasons; and to establish, and enforce plant rules not inconsistent with this Agreement are reserved to the Company; provided, however, that none of these rights will be exercised so as to violate the terms of this Agreement or to discriminate against any employee.~~

### **MANAGEMENT RIGHTS**

**Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:**

**To reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed;**

**To hire employees, determine employee qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to work;**

**To set the standards of productivity, the products to be produced, and/or the services to be rendered;**

**To establish quality standards and judgment of workmanship required;**

**To maintain the efficiency of operations;**

**To determine the personnel, methods, means, and facilities by which operations are conducted;**

To arrange and schedule the workforce;

To establish pay periods and pay date and methods including, but not limited to the required use of direct deposit to the extent permitted by law;

To establish and/or modify the starting and quitting time and the number of hours and shifts to be worked;

To close down, transfer work and/or relocate the Employer's operations or any part thereof;

To expand, reduce, alter, combine, transfer, assign, or cease any job, classification, department, operation, or service;

To control and regulate the use of machinery, facilities, equipment, and any and all other property of the Employer;

To introduce new or improved technology, research, production, service, distribution, and maintenance methods, materials, machinery, and equipment;

To determine the number, location and operation of departments, divisions, and all other units of the Employer;

To issue, amend and revise policies, rules, regulations, and practices and to conduct searches and utilize video equipment. (In the event the Company intends to expand its video coverage within the facility or on the premises and/or modify work rules, the employees will be notified by the Company posting a general notice to that effect except in situations where private video coverage is required.)

To establish full-time, part-time, temporary positions and related job duties.

To take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees.

It is further agreed that the above detailed enumeration of management's rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

#### Discretionary Bonus:

Additionally, it is understood and agreed that the Employer may convey discretionary bonuses to the bargaining unit at its sole and exclusive discretion. In such event, the Employer agrees that discretionary bonus shall be on an equal percentage basis among those within the bargaining unit. However, it is understood and agreed that the Company is not prohibited from conveying individual recognition awards on a case by case basis.

#### Section 2

Add language

(e) To fill-in for absences.

#### Section 3



Modify language

The ~~Tool Room Supervisor~~ **Management** may operate any tool room equipment for the purpose of designing and building specialized equipment.

### Section 5

Modify language

The Company has the right to use temporary employees for up to forty five (45) working days but has a further obligation to meet with the Union concerning job openings and the Company will accept any qualified employee who reports for work who is on layoff and has seniority and will replace any temporary agency employee with the individual reporting who is so qualified.

~~Temporary employees can only do what part-time employees are allowed to do except, the Company has the option to use Trial for Hire temporaries to facilitate the hiring process when there are three (3) or more full time job openings. These temporaries may be trained to set up and or operate machines. The maximum number of temporaries shall not exceed 5% of the seniority list. The Trial for Hire program allows for one (1) temporary for each job opening in addition to this 5%. A list of the temporaries will be provided to the Union every other week.~~

Said employees who work on a temporary basis will have no more seniority rights than they would have had, had they remained on layoff.

### Section 6

Modify language

Whenever a Machine Set-Up "A" position is to be appointed, the Company will select one Union steward or alternate and one Union ~~employee~~ **member** to be involved in the selection process. When qualifications are equal or similar, seniority shall be the determining factor.

## **Article 23: Temporary Transfers**

### Section 2

Remove language

~~Whenever transfers are used to transfer employees from one Job Assignment to another Job Assignment, the junior employee in the Job Assignment shall be utilized, except whenever a specific employee is needed because of his or her skills, or other qualification.~~

### Section 3

Remove language

~~Notwithstanding the provisions of Article 19, Section 10, an employee in Labor Grade I or higher may be transferred to the same Job Assignment on a different shift. Such transfer may not exceed thirty (30) calendar days unless mutually agreed.~~

## **Article 26: Vacations**

### Section 1

Seniority	Factor
Up to 1 year	.03334
Over 1 year thru 2 years	.04429
Over 2 years thru 6 years	.05229

Over 6 years thru 13 years	.07429
Over 13 years thru 20 years	.09529
Over 20 years thru 24 years	.11729
<b>Over 25 years thru 29 years</b>	<b>.12500</b>
<b>Over 30 years</b>	<b>.13654</b>

**Section 1(a)**

Modify language

New employees may begin using earned vacation time after ~~accumulating eight (8) hours~~ **seniority probation has been completed.**

**Section 1(b)**

Seniority	Maximum Annual Accrual
Up to 1 year	65 hours
Over 1 year thru 2 years	92 hours
Over 2 years thru 6 years	108 hours
Over 6 years thru 13 years	154 hours
Over 13 years thru 20 years	198 hours
Over 20 years thru 24 years	244 hours
<b>Over 25 years thru 29 years</b>	<b>260 hours</b>
<b>Over 30 years</b>	<b>284 hours</b>

**Section 3**

Remove language

~~Employees may keep up to one (1) week (40 hours) of PTO from legally protected leaves.~~

**Article 27: Injured Employees**

**Section 2**

Modify language

Employees receiving Workers Compensation and on an approved medical leave of absence as described in Article 21, Section 4 (a) shall accrue seniority during the time they are off work because of their injuries; however, such employees shall lose their seniority and employment rights if they do not return to work after they have been released by a **healthcare provider. doctor** ~~and after payment of Workers Compensation benefits ceases.~~

Any employee receiving Workers Compensation benefits must notify the ~~Personnel Department~~ **Safety Manager** on forms provided by the Company within two (2) work days from the time they are released from hospital confinement, and/or after each doctor's appointment as to the progress and/or anticipated time they will return to work, including any restrictions, if applicable. Failure to notify the Company in writing on the form provided, or by telephone to the ~~Personnel Department~~ **Safety Manager** or by contacting the ~~Personnel Department~~ **Safety Manager** personally will be considered absence from work without notification to the Company according to Article 16, Section 2 (e).

In the event the employee's ~~disabilities~~ **work restrictions or health condition**, when he or she returns to

work, prevent him or her from performing the **essential functions** of his or her regular duties, the Company will attempt to provide said employee with work that he or she is able to perform **with or without reasonable accommodation**, provided that such work is available, and provided further that such disabled employee has the necessary seniority **and qualifications** to hold the available Job Assignment. ~~In the event the doctor schedules consecutive appointments, only one form will be required for this period.~~

### Section 3

Modify language

When an employee who was injured on the job is required to leave work for subsequent treatment, he or she shall be compensated for the lost time as per Section 1 of this Article but, wherever possible, he or she will try to schedule subsequent treatment at a time other than during his or her regular scheduled shift. **Subsequent treatment scheduled during regular work hours will be recorded as Industrial Injury lost time.** Employees must punch out when leaving the plant for subsequent treatment and must punch back in when returning to work. **The employee must give the Company prompt notice of scheduled treatment by his or her healthcare provider using the form supplied by the Company. In the event the healthcare provider schedules consecutive appointments, only one form will be required for this period.**

## **Article 28: Accident and Health**

### Section 1

Modify language

Contribution rates for the plan are as follows (effective ~~9/1/2013~~ **9/1/23**):

Family coverage: Employees pay ~~twenty percent (20%)~~ **thirty percent (30%)** of total medical insurance premium.

Single coverage: Employees pay ~~twenty percent (20%)~~ **thirty percent (30%)** of total medical insurance premium.

Dental dependent insurance will be available to the employee on a voluntary basis. ~~The employee will pay six dollars (\$6.00) per week. Single dental will be paid for by the Company.~~ **Single dental will be six dollars (\$6.00) per week. Family dental will be twelve (\$12.00) per week.**

### Section 3

Remove language

~~Weekly disability benefits will be provided in the following amounts:~~

~~66% of a person's base wage for up to 40 hours per week, with a maximum of 26 weeks.~~

### Section 4

Modify language

The Company will contribute ~~\$200.00~~ **\$250.00** for eyewear **or lasik** for each person covered under our insurance. Employees must submit a receipt for reimbursement.

## **Article 31: Report in Pay**

Modify language

An employee who reports for work at his/**her** regular scheduled starting time, who has not been notified not to report before he/**she** leaves home to come to work, shall be guaranteed four (4) hours of work at

his/her regular hourly rate. If the Company does not give him/her four (4) hours of work, he/she shall be guaranteed four (4) hours of pay at his/her regular hourly rate. An employee who refuses the work offered to him/her shall not be entitled to guaranteed pay. Employees must maintain, ~~in the Company Personnel Department~~ **on file with the Company**, a telephone number or alternate telephone number where they can be reached for this purpose. Failure to comply will relieve the Company from any obligation to pay the four (4) hours. The provisions of this Article shall not apply if the Company's inability to provide work is caused by fire, flood, power failure or other causes beyond the control of the Company.

## **Article 35: Wages**

### Section 3

Remove language

~~All full time permanently assigned Labor Grade B (Shipping Clerks) under the previous contract will assume the duties of Group Leaders over part-time employees as of June 1, 1985 and will continue employment at their present rate. Shipping Department Group Leaders will be expected to train, instruct, assist, and monitor part-time employees.~~

### Section 4

Modify language

~~Employees who are restricted by their Doctor to light duty work and/or a shorter work schedule will be temporarily assigned jobs consistent with their limitations, provided such work is available. They will be paid the rate of pay of their last held job assignment for a period of 45 calendar days. After 45 calendar days they will be paid at the rate of pay of the job to which they are assigned.~~

**When an employee has health-related work restrictions that prevent him or her from performing the essential functions of his or her position either without or without a reasonable accommodation, the Company will engage with the employee in a reasonable interactive process to assess the temporary placement of the employee in a vacant position for which the employee is qualified and that can be performed by the employee without violating the employee's work restrictions. The Company shall not be required to create a temporary position to accommodate such an employee, relieve the employee of performing the essential functions of any such vacant temporary position, or displace any other employee to create a vacancy in any such position. Where the Company is able to accommodate an employee through placement in any temporary assignment, the employee will be paid the rate of pay applicable to the position to which he or she is temporarily assigned for the duration of such temporary assignment. Nothing herein guarantees that any temporary assignment pursuant to this provision shall be of any extended or specified duration, and the Company reserves the right to eliminate such a temporary assignment at any time based on the business needs of the Company.**

### Section 6

Modify language

**Checks payroll will be distributed on Thursday for all shifts. The monies will be posted as the Federal Reserve allots and may not be based on this section.** Except for shortened work weeks, ~~checks payroll~~ will be distributed as soon as administratively feasible. In the case of a plant shut down they will be distributed on the last workday of the week. ~~Checks will be distributed at the end of the first shift and no less than two hours before the end of the second and third shifts.~~

When a week contains a Friday holiday, second shift ~~checks payroll~~ will be distributed on Wednesday ~~not~~

~~later than two hours before the end of the shift. When a week contains a Thursday and Friday holiday, second shift checks payroll will be available on Wednesday at 1:00 P.M.~~

~~If electing to have a paycheck direct deposited into, the monies will be posted as the Federal Reserve allots and may not be based on this section.~~

~~Checks Paystubs will be distributed in a sealed envelope.~~

### **Section 8**

~~Remove language~~

~~All full-time union Employees will participate in an Attendance Bonus.~~

~~Each plan period will begin on the first Sunday of June, September, December and March during the period of this contract, and will end on the last Saturday of that quarterly period.~~

~~Each employee, who has passed the seniority probation period as of the start of a quarterly plan period, will be credited with a potential bonus. The full potential bonus will be 6.0% of the employee's hourly base rate on such day multiplied by 520 (the usual number of hours in a quarter). The hourly base rate includes shift differential.~~

~~Up to one (1) day of extra PTO may be earned in each quarter with perfect attendance (four (4) earned extra PTO days possible per year). One (1) additional day of PTO may be earned for four (4) consecutive quarters within the contract year of perfect attendance.~~

~~Any active Attendance Warnings incurred during current Attendance Bonus quarter or active Attendance Suspensions on file will result in loss of any bonus pay or PTO day being awarded.~~

~~Hours lost are hours or portions of hours not considered hours worked (time for which pay is not received).~~

<del>0 Hours Lost in Quarter</del>	<del>100% Bonus</del>	<del>1 Day PTO Earned</del>
<del>4 hours or Less Lost in Quarter</del>	<del>50% Bonus</del>	<del>0 Days PTO Earned</del>
<del>More Than 4 hours Lost in Quarter</del>	<del>0% Bonus</del>	<del>0 Days PTO Earned</del>

~~The net amount, if any will be paid to the employee within 30 days of the end of the quarter.~~

~~Lost time shall not include holidays, prescheduled vacation, paid funeral time off, jury duty, union business, plant closings, military leave and excused one (1) day family funeral leave (as defined by Article 11, Section 3).~~

~~Lost time shall include time off for sickness, accident or industrial injury, Family Medical Leave, non-scheduled time off, disciplinary time off, quits, discharge, layoff, and all other excused or non-excused absence.~~

## **Article 38: Part-Time Employees**

## **Section 2**

Modify language

Part-time employees' duties will consist of: **any job duties covered by this Agreement.**

- ~~1. Shipping Department~~
- ~~2. Sorting of reject or bent stock~~
- ~~3. Ending~~
- ~~4. Loading and unloading of Procedyne baskets or draw baskets.~~

## **Section 3**

Modify language

Part-time employees may work a maximum of ~~30~~ **29** hours per week.

## **Section 6**

Modify language

All part-time employees shall become and remain members in good standing of the Union as a condition of employment upon completion of their ~~240~~ **360** hour probationary period.

## **Article 40: Successor Clause**

Remove language

This Agreement shall be binding upon the parties hereto and upon their successors and assigns to the extent permitted by law. ~~The Company also agrees to make acceptance of this Agreement a condition of any sale, lease, merger, transfer or assignment of the business operations covered by this agreement and to give the Union sixty (60) days notice prior to the closing of any such transaction. The Union also agrees to make acceptance of this Agreement a condition of any transfer of its ownership, Union affiliation or management powers and to give the Company sixty (60) days notice prior to the closing of any such transaction.~~

**Viking Drill & Tool, Inc. reserves the right to modify these proposals at any time during collective bargaining.**