

5.03 - Employee Status

- A. Regular Full-Time Employee** - A person who is hired for continuous employment and has successfully completed a ninety (90) day probationary period.
- B. Probationary Employee** - A person who is hired for continuous employment but has not completed a ninety (90) day uninterrupted probationary period. The employee is subject to termination for failure to meet Company standards of employment unless additional extension is granted for specific reasons. Such termination is not subject to grievance and arbitration procedures.
- C. Part-Time Employee** - A person who is normally scheduled less than forty (40) hours a week.
- D. Contract Worker** - A person whose services are obtained through an outside agency to perform bargaining unit work. Contract workers shall be compensated pursuant to the Company's agreement with the outside agency and shall not be eligible for company wages, benefits, progression increases or to any other rights or privileges under the terms of this Agreement. At no time shall the number of contract workers exceed 25% of the bargaining unit as of the end of the preceding month and may only exceed 20% of the bargaining unit as of the end of the preceding month for a total 180 days for any calendar year. The use of contract workers shall not cause the lay-off or part-timing of regular full-time, part-time, or probationary employees. A contract worker who performs work for the Company for a continuous period of ninety (90) calendar days shall be reclassified as a probationary employee for a period not to exceed forty-five (45) days. The Company agrees to provide the Local the percentage of contract workers on a monthly basis.
- E. Occasional Employee** - A person who has no normal weekly assignment of work, but who works on a voluntary basis, as required by the Company, to meet unusual service demands, to replace absentees and for such other propose as may arise, an occasional employee is an employee of the Company only on the day which he/she works. All occasional workers will be paid minimum wage. Occasional, part-time employees will not be eligible for Company benefits and progression increases, an occasional, or part-time employee who is reclassified as a regular full-time employee shall receive an accumulated service date based on a prorated of his/her assigned hours. Occasional, or part-time employees will not be used to adversely affect the usual number of regular employees.

**ARTICLE 6
GRIEVANCE PROCEDURE**

6.01 Union's Right to Grieve

- A.** The Union has a right to submit a grievance on behalf of an employee or group of employees involving an alleged violation(s) of the terms of this agreement.
- B.** Employees of the Company, including the aggrieved employee(s) and the employee(s) representative designated by the Union, shall suffer no loss in pay for time consumed in traveling to and from grievance meetings and shall not be more than three (3) paid employees at any level of the grievance procedure.
- C.** The time spent at any level of the grievance shall be considered as time worked for the purpose of determining seniority, wage increases, overtime and any other benefits.

6.02 Procedure

A grievance, for the purpose of this contract, is defined as a dispute between the Company and the Union involving the interpretation, application, alleged violation(s) or a complaint by an employee or

a group of employees alleging they have been treated in a manner inconsistent under the terms of this agreement.

A formal grievance must be submitted in writing to the Personnel Manager within forty (40) calendar days of the occurrence. The grievance must state the clause(s) of the agreement alleged to have been violated. If the grievance

is not submitted within forty (40) calendar days of the occurrence, the grievance cannot be presented at any future date unless agreed to by the Company.

First Step

Upon receipt of the grievance, the Personnel Manager shall acknowledge receipt of the grievance in writing by requesting a meeting within fourteen (14) calendar days at a mutually agreed upon time and location with each party giving due consideration to the convenience of the other. The Personnel Manager will respond with a written decision within seven (7) calendar days of the conclusion of the grievance meeting(s). If the grievance is denied, the written decision will outline the reason for the denial.

Second Step

If the grievant(s) is/are still dissatisfied, the Union may appeal the decision reached at the First Step to the President of the Company within fifteen (15) calendar days of receiving the written decision from the Personnel Manager. If the appeal is not submitted within fifteen (15) calendar days of the Personnel Manager's written decision, the grievance will be considered closed.

The President of the Company, or his appointed designee, shall meet with the Union's designee at a mutually agreed upon time and location with each party giving due consideration to the convenience of the other. The President of the Company, or his appointed designee, will respond with a written decision within fifteen (15) calendar days of the conclusion of the grievance meeting. If the grievance is denied, the written decision will outline the reason for the denial.

If the grievance is denied at Step 2, it is agreed that the Arbitration Procedure (as written in 6.03) may be invoked by the Union to address the clause(s) of the agreement alleged to have been violated, and the alleged violation(s).

When a grievance has been submitted by the Union on behalf of the employee(s) and received by the Company, the Company shall not attempt to adjust the grievance with the employee(s) involved without offering Union to be present.

6.03 - Arbitration Procedure

A. Notice of intention to arbitrate shall be filed with the Personnel Manager by the Union within thirty (30) calendar days following the failure of a satisfactory settlement of the grievance. Within ten (10) working days, except when extended by mutual agreement - but in no case to exceed thirty (30) calendar days, the Union shall call a meeting of the Arbitration Review Panel, consisting of the Personnel Manager, or his designated representative, and the CWA National staff representative, or his designated representative. Failure of the Union's representative to call a meeting within ten (10) working days shall automatically withdraw the grievance and it shall not be presented at any future date unless agreed to by the Company.

B. Upon failure of the Arbitration Review Panel to satisfactorily resolve the matter, either party may call upon the Federal Mediation and Conciliation Service (or its successors) to furnish a list of five (5) names from which the arbitrator shall be selected by the following method: each party shall, within ten (10) work-

ing days, have the privilege of striking or eliminating no more than two (2) names from the list and the first remaining unstricken person thereon shall be the arbitrator. The arbitrator shall make such investigation as he/she may deem necessary. Proceedings of the arbitrator shall be in writing including the finding and decision, and shall be transmitted to the Company at Beaumont and the Union for the preservation of the record. The decision of the arbitrator shall be final and binding on both parties hereto, except in such cases where the courts decide that the arbitrator exceeded his/her rights under 6.04 of the Article. Fees and expenses of the arbitrator shall be borne equally by the Company and the Union.

6.04 - Arbitration Rights

It is understood and agreed that the arbitrator shall not have the right to make a decision that would in any way modify, change, add to, or delete any of the terms or provisions of the Agreement, including any wages paid for any classifications.

6.05 - Settlement

Settlement under the procedure outlined in Article 6 will be retroactive to the date of the occurrence.

**ARTICLE 7
STRIKES AND LOCKOUTS**

There shall be no strikes, slowdowns, nor stoppages of work by the Union or its members, nor lockouts by the Company as long as the Agreement is in effect.

**ARTICLE 8
UNION REPRESENTATION**

8.01

The employees covered by this Agreement may select not more than two (2) employees, who shall comprise a committee which shall represent them in collective bargaining. Such time off shall be with the permission of management and shall be without pay however, shall be considered as time worked for the purpose of determining seniority, wage increases, and other benefits. The Union agrees to notify the Company, in writing, the names of such employees, and of any changes made in the committee.

8.02

It is understood that a representative of the CWA (AFL-CIO) may participate in collective bargaining and grievance discussions with the Company.

8.03

At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded as such in the personnel file, suspension, demotion, or discharge) is to be announced, the bargaining unit member may elect to have Union representation provided the representation is timely and doesn't interfere with the immediacy of said discipline nor the working environment. Time spent in such a meeting shall be considered work time.

**ARTICLE 9
AUTHORIZED LEAVES OF ABSENCE**

9.01 - Funeral Leave

All regular full-time employees who have worked 80 hours in the prior three (3) months are eligible for Funeral Leave. An employee will be allowed three (3) work days with pay, at the employee's regular base

rate, to attend the funeral of an immediate family member. However, under extenuating circumstances and with management's approval, employees working 8 hour shifts may be granted up to 2 additional days off without pay. Employees working 10 hour shifts may be granted one additional day without pay. Immediate family consists of: spouse, children, parents, grandparents, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law and Registered Domestic Partner. An employee will be allowed two (2) work days with pay, at the employee's regular base rate, for the following family members: step-mother, stepfather, stepson, stepdaughter, stepbrother and stepsister. Paid Funeral Leave days, in aggregate, will be limited to six (6) days per calendar year.

An employee will be allowed one (1) work day with pay, at the employee's regular base rate, to serve as an active pallbearer for a deceased employee, when requested to do so by the family of the deceased.

9.02 - Jury Duty

All regular full-time employees who have worked 80 hours in the prior three (3) months are eligible for Jury Duty Pay. A regular full-time employee who fails to work his/her regularly scheduled hours because of jury duty shall receive eight (8) hours pay at his/her regular basic straight time rate. However, an employee is expected to report to work within two (2) hours after dismissal from the jury provided he/she is not required to report for the afternoon session. The employee must give at least forty-eight (48) hours' notice to his/her supervisor of required jury duty service to be eligible for jury duty pay. Payment will not exceed 15 days in any calendar year. To be eligible for payment, the employee must submit a written statement from the appropriate public official, listing the dates served on the jury.

A regular full-time employee scheduled for four (4), ten (10) hour days who fails to work his/her regularly scheduled hours because of jury shall receive ten (10) hours pay at his/her regular basic straight time rate. Payment is limited to a maximum of four (4) days in any week and twelve (12) days in any calendar year.

9.03 - Union Business

Upon request of the Union, in writing, the Company may grant a leave of absence to not more than a total of six (6) employees nor more than one (1) employee from any one department, at any one time, to attend to union business. No employee will be granted a leave for more than twenty (20) days per year except for the elected local Union representative which will be granted forty (40) days. Such leave shall be with the permission of the department manager. However, if conditions permit as determined by the Company, additional time off and an additional number of employees may be allowed such leave of absence. This leave shall be without pay but considered as time worked for the purpose of determining seniority, wage increases, and other benefits.

9.04 - Medical Leave of Absence

Employees with no FMLA eligibility shall be granted a leave of absence for medical reasons upon presentation of a physician's statement stating the need for a leave of absence and the estimated date that the employee may return to work.

- A. The leave of absence shall be no less than four (4) calendar days and terminate upon the employees release to return to work by the employees' physician, but shall not exceed a period of six (6) months.
- B. If the original job is available, employees returning from a medical leave will be placed on the same progression step they were on at the time the leave commenced. If the original job is not available, the employee will be considered for any comparable position that is available.
- C. All benefits will continue during the leave of absence.