

Tentative Agreement

between

North Central States Regional
Council of Carpenters

and

Masonite Corporation

April 10, 2020

1. **CONTRACT FORMAT.** Amend contract in its entirety to include line numbers in the margin for each line of the contract.
2. **CONTRACT FORMAT.** Amend contract to eliminate non-numbered or letter paragraphs and create numbered and/or lettered paragraphs within articles with multiple paragraphs.
3. **AGREEMENT.** Amend paragraph to provide as follows:

“This Agreement entered into at Marshfield, Wisconsin by and between Masonite Architectural Corporation, hereinafter called the Company and Millmen’s Local No. 1733 of the United Brotherhood of Carpenters and Joiners of America and their assigned Council or Councils, North Central States Regional Council of Carpenters (NCSRCC), hereinafter called the Union, will remain in effect from April 1, 2015 2020 to March 31, 2020 2023 both dates inclusive and thereafter from year to year unless on or before sixty (60) days prior to the above-mentioned expiration date, or any subsequent anniversary date, either party there to shall make written request for alterations. Both parties hereto will endeavor to negotiate such changes and have a signed agreement prior to the expiration date of the present contract.”

4. **NO DISCRIMINATION.** Amend paragraph to provide as follows:

“The Company and the Union recognize their equal employment responsibilities and agree that all employment practices will be conducted in a manner which fully complies with the various Federal, State, and Local Fair Employment laws and regulations.”

5. **ARTICLE 1, RECOGNITION.** Amend Article to provide as follows:

“The Company recognizes the Union as the exclusive bargaining representative of the Company’s employees at Masonite Architectural Door Plant Operation and Masonite Components Mineral Core Operation exclusive of administrative, executive, and office employees, guards, and other supervisory employees, and the Door Core Plant employees. This agreement shall apply to the employees at its Masonite Architectural Door Plant and its expanded facilities for which the Union bargains hereunder.”

6. **ARTICLE 3, SUPERVISORS WORKING.** Amend Article by deleting second paragraph in its entirety and move to Article 25, Training.

~~“For the purposes of Kaizen events (Continuous Improvement), the affected Department will be notified two (2) weeks prior to the event and will generally be limited to one (1) week per event. It is expected that there will be both salaried and UBC&J participants involved to promote camaraderie and to work together towards the best outcome. During the event, there will be hands on activities on the shop~~

~~floor. Hourly participants for Kaizen events (Continuous Improvement) shall be company select and the Company will utilize sign up sheets for employees to express interest in participating prior to each event.”~~

ARTICLE 4, UNION SECURITY- Amend Article to provide as follows:

There shall be no agency employees hired under this collective agreement, any request for temporary employees through an agency the company must have exhausted all other option to hire direct and must be mutual agreed to between the Company and the Union.

The Company will commit to notifying agency employees of their obligations to complete their drug screen and background check authorizations via Career Builder at **thirty (30)** days, as it has been doing. However, if the agency employee fails to complete the necessary authorizations by day **thirty fifth (35)** the agency employee’s assignment will end.

**ARTICLE 4
UNION SECURITY**

It is agreed **that** all employees who, as of the date of the execution of this agreement, are members of the Union may, remain members in good standing for the duration of this agreement to the extent of tendering payment of the regular monthly ~~u~~**Union** dues uniformly required of all ~~u~~**Union** members. All present employees who are not members of the Union and all employees hired after the effective date of this agreement may join the Union and may remain members in good standing for the duration of this agreement to the extent of tendering payment of the initiation fee and regular monthly dues uniformly required of all Union members.

~~Time worked by summer vacation replacements shall be considered as a probationary period. Those replacements on the payroll in excess of ninety (90) days and whose request to transfer to permanent status is accepted by the Company, shall have their seniority date and Union membership requirements made effective. Their original date of hire to Masonite with full benefits beginning the first day of the next month after being offered full time employment.~~

Amend Article by deleting third paragraph in its entirety and move to Article 30, Student Workers

CHECK-OFF

Section 1: During the life of this Agreement, the Company agrees to deduct from each employee, Union dues, initiation fees and/or ~~Council~~ working dues uniformly levied by ~~Local 1733~~ and the ~~Carpenters Industrial Council~~ **North Central States Regional Council of Carpenters in** accordance with the Constitution and By-laws of the Union, for all employees who have executed the appropriate Dues Deduction Authorization Form.

Monthly dues will be deducted the first payday before the tenth of each month, and

remitted to the ~~Local~~ North Central States Regional Council of Carpenters on a monthly basis. All monthly dues deducted by the Company will be forwarded to the North Central States Regional Council of Carpenters ~~Local~~, with a list of names and sums deducted. Initiation fees, when required may be deducted in three (3) monthly installments. ~~The Financial Secretary will post a yearly schedule of days when dues will be deducted each month.~~

The company will deduct the North Central States Regional Council of Carpenters ~~Carpenters Industrial Council~~ working dues on a bi-weekly basis, based on the current rates established by the Council, and forward said working dues, along with the names and amounts deducted, to the Council office no later than the tenth (10th) day of the following month of the work performed. The North Central States Regional Council of Carpenters ~~Council~~ agrees to provide the Company at least thirty (30) days written notice prior to effectuating any change to its working dues deduction.

Section 2: Any monthly dues unpaid because the employee did not receive a paycheck or was not working during the first pay period of the month will be deducted from pay periods upon their return to work. The ~~Financial Secretary of the~~ Union shall give written notification to the Company for back dues to be deducted, which shall detail the specific amount(s) due, as well as the periods for which payments are being sought.

Section 3: The Union shall indemnify, defend, and hold the Company harmless against any claim made, or against any suit instituted by any employee against the Company in accordance with the foregoing provisions of this Check-off Agreement. It is agreed that the provisions of this article shall be null and void if deductions herein described are in violation of any law.

Section 4: Should the “Right to Work” statute be revoked the Language shall revert to language in Article 4 contained in the 2012 collective Bargaining Agreement between Masonite and UBC Local 1733.”

ARTICLE 4 UNION SECURITY

The Company recognizes the Union as the sole collective bargaining agency for production and maintenance employees at its plants in Marshfield Wisconsin, excluding the “~~Steam Thru~~” Door Core plant, all office, plant clerical employees and security guards; the Company agrees not to enter into any agreement with employees covered by this agreement either individually or collectively, which in any way conflict with the terms and provisions of this agreement.

ARTICLE 5
NOTICE OF EMPLOYMENT.

“The Company agrees to furnish **weekly** ~~within one (1) workweek~~ to the Chief Steward and Financial Secretary a list of names of all newly hired, returning laid-off employees, separations, those on leave of absence and students.”

ARTICLE 6
WORKWEEK and OVERTIME

It is agreed that eight (8) hours shall constitute a day’s work. The basic work week for all shifts shall consist of five (5), eight (8) hour days, Sunday night through Friday. The normal shift hours will be:

- 1st shift – 6:45 AM to 2:45 PM
- 2nd shift – 2:45 PM to 10:45 PM
- 3rd shift – 10:45 PM to 6:45 AM
(commencing at 10:45 PM Sunday)

~~The basic workweek for Mineral Core Wet/Dry Side, crew 2, while on a five (5) day, eight (8) hour operation, will be from 6:45PM until 2:45AM, commencing on Sunday and ending at 2:45AM Friday. If a three shift operation is required in dry side operations, dry side crew 2 positions will be eliminated and those employees will have claim to newly posted positions in mineral core shift 2 or 3.~~ **Move to Article 31**

If the Company elects to modify work schedules, transitioning to a 24/7 operation, the Company will meet with the Union Committee to work out applicable details.

REDUCED WORKWEEK

The Company and Union agree that there will be no employees with less than two (2) years seniority retained if it is necessary to reduce the workweek as defined above for a period in excess of four (4) consecutive weeks. Nothing herein shall be construed to prevent the Company from retaining those employees whose fitness and ability are necessary to continue the jobs to which they are assigned. No summer student shall be employed while one or more full-time regular employee(s) are on a forced lay-off. Every attempt will be made to accommodate full-time regular employees during a reduced work week, assuming they have skill and ability to perform the necessary job tasks.

OVERTIME

Notification of Overtime. The Company will finalize Saturday overtime a minimum of thirty (30) days in advance (machine center working and employees scheduled). The Company may cancel Saturday overtime by 6:45 a.m. on Wednesday prior to a scheduled Saturday. If the company cancels mandatory Saturday overtime without proper notice, the impacted employee may opt out of the third scheduled mandatory Saturday in the subsequent calendar month by providing written notice to the company within 72 hours of the 30 day posting, unless the cancellation is

due to a material event. For the purposes of this section, “material event” means the occurrence of an unpredictable natural event or a human-initiated action that cannot be predicted or controlled by the Company.

The Company and the Union shall meet bi-annually to discuss best practices regarding overtime scheduling and usage.

POSTING OF	NOTIFICATION
NOTIFICATION	TIME BY EMPLOYEES
OF PLANNED	WHO VOLUNTEER
WORK	FOR SATURDAY WORK
1st Shift: Post by 2:45 PM	By 12:00 PM (noon)
Tuesday	Wednesday
2nd Shift: Post by 8:00 PM	By 8:00 PM
Tuesday	Wednesday
3rd Shift: Post by 3:00 AM	By 1:00 AM
Wednesday	Thursday

~~The Company will post the finalized Saturday work schedule by noon on Thursday, to include mandatory overtime if not enough volunteers committed to work. For third shift employees such posting shall occur no later than 6:45 AM on Thursday. For Crew Two (2) such posting shall occur no later than 12:30 AM on Thursday.~~

~~Employees must file overtime complaints with their supervisor per the following schedule; otherwise any potential grievance is forfeited:~~

- ~~1st shift By 2:45 PM Thursday~~
- ~~2nd shift By 10:45 PM Thursday~~
- ~~3rd shift By 6:45 AM Friday~~

~~Note: All referenced days are calendar days not shift days.~~

If an employee does not volunteer for overtime in their department on shift, they are not eligible for other overtime opportunities. **The floater classification will be exempt from this rule.**

The Company reserves the right to cancel any and all overtime.

OVERTIME ASSIGNMENT POLICY

1. The employee operating a machine center (i.e. the operation or control of a stationary piece of equipment used in direct manufacture of doors or door components. The main requirement of the classification is spent on machine operations) during the day or week will be offered the overtime.

Likewise a **m**Maintenance employees working on an equipment breakdown will be offered overtime to complete the repair or properly transition to a

qualified employee on the next shift.

2. If the employee declined or the overtime is not on a machine center then the overtime will be offered to employees who have the demonstrated skill and ability to perform the work in the following order:
 - a. In the classification and department by seniority;
 - b. In the department by seniority;
 - c. The Company will select the individual and offer them the overtime.
 - d. If there is an insufficient number of volunteers, Saturday overtime will be assigned to the least senior qualified employee in the department. No employee will be required to work more than two (2) consecutive Saturdays.
3. In fulfilling its voluntary overtime requirements under this Agreement for either daily or ~~Saturday-weekend~~ overtime, the Company will use overtime signup sheets. An employee who fails to sign up to volunteer for overtime on such sheet shall have no claim for missed overtime. Request forms for daily overtime will be posted in the first half of the shift. For employees volunteering for daily overtime a four (4) hour shift will take preference over an employee volunteering for a two (2) hour shift.
4. **Company has no obligation to train employees for overtime work.**
5. The Company will not allow employees to work more than twelve (12) consecutive hours with the following exceptions:
 - a. In cases where a plant emergency exists such as a major equipment breakdown and extended hours are required in order to get the plant operating; or
 - b. In instances where a half hour over the twelve (12) hour limit may be utilized to complete a job.

The Union Committee further agrees to do all within their means to encourage employees to work overtime hours when requested.

MANDATORY SATURDAY OVERTIME RULES

1. No employee will be required to work more than ~~two (2)~~ **three (3) Saturdays in a calendar month period.** Employees in the Military who have active duty on weekends will have their time count toward mandatory overtime requirement.
2. The Company agrees that in addition to the ~~two (2)~~ Saturdays **overtime** limitation **outlined above**, no employee will be required to work more than two (2) consecutive Saturdays.
3. An employee who volunteers and works Saturday overtime during a calendar month will have that Saturday count as if it were a mandatory Saturday.
4. Mandatory overtime will be limited to a **maximum of** six (6) hours on a Saturday. Employees can only be mandated based on seniority, skills and abilities on their scheduled shift, to their normal classification and shift, excluding floaters. Floaters can only be mandated on their assigned shift.

5. Full day vacation taken on Friday **or Monday** and scheduled a **minimum of a** week in advance will exempt an employee from the adjacent mandatory Saturday. ~~In addition a full day scheduled a week in advance on Monday will also excuse an employee from the adjacent mandatory Saturday during the summer months only, as stipulated in Article 10, Section 14. The same summer condition will apply to 3rd shift and 2nd crew Mineral Core on Sundays.~~
6. If an employee is scheduled for a full week vacation, the employee will be excused from mandatory overtime on the Saturday before and after the vacation week.
7. Once overtime is scheduled as mandatory ~~on Thursday~~, if it is later cancelled by the Company it will count toward the ~~two~~ **three (3)** mandatory Saturday obligations **above** for employees who were scheduled to work.
8. An employee scheduled for a mandatory Saturday may find a replacement **from any shift** deemed qualified by the Company. ~~The replacement must not have been scheduled to work that Saturday shift on a voluntary or involuntary basis.~~
9. In interpreting the qualified replacement provision, an employee will be permitted to work a double shift. Such employee will be deemed unavailable only if they are scheduled to work on a voluntary or involuntary basis on the same shift as the employee presenting them as qualified employee.
10. Sunday overtime is voluntary
11. The Company agrees that where a contractual holiday falls on a Friday, Saturday, Sunday, or Monday, the Saturday following the Friday holiday or preceding the Sunday or Monday holiday or the Saturday itself if the contractual holiday will not be worked as a mandatory Saturday.

EQUALIZATION OF OVERTIME

Department weekend overtime will be balanced between shifts. When the difference in hours offered reaches 20 hours, the Company will offer the shift furthest behind the next opportunity for overtime.

Overtime hours will be recorded in the overtime logbook and included on finalized weekend overtime posting. All hours related to overtime equalization will be zeroed on the effective date of the new Agreement. Call-ins utilizing two (2) or less employees will not count towards overtime equalization. The designated supervisor and a steward/designated union person will jointly monitor the equalization opportunity of overtime on a weekly basis.

Company has no obligation to train employees for overtime work.

When the previous number of consecutive hours worked is six (6) hours or more, then one half of the length of those hours must be taken as a rest period from work. The exception is in emergency situations as defined by the labor agreement.

The Company will not allow employees to work more than twelve (12) consecutive hours with the following exceptions:

- a. in cases where a plant emergency exists such as a major equipment

breakdown, and extended hours are required in order to get the plant operating, that is considered an emergency situation, and overtime in excess of twelve (12) hours would be approved in those cases.

- b. in instances where a half hour over the twelve (12) hour limit may be utilized to complete a job.

ALTERNATIVE HOURS OF WORK

Where customer needs cannot be met through a three shift operation and such demand appears to be sustainable for an indefinite period, and overtime is projected to run consistently during this period, the parties will meet to discuss how customer needs can be met on a straight time basis. In the absence of an agreement on an alternative approach, the parties agree that the need will be met through the establishment of a weekend shift. The weekend shift will consist of two twelve hour shifts per day. The workweek for employees working this shift will be either Friday, Saturday and Sunday, or Saturday, Sunday and Monday. The start time for this shift will be determined based on need. Employees working the weekend shift will work 36 hours straight time each week and will be paid for 40 hours at the appropriate rate. When and if a weekend shift is established, weekend shift jobs will be filled through the job posting procedure. Employees who are classified to the weekend shift and who work in the plant during the week in some capacity outside of their normal weekend shift will be paid overtime.

ARTICLE 7 NIGHT SHIFT/SWING CREW PREMIUM

~~Ninety~~ ~~Forty cents (\$0.40)~~ **(\$0.90)** per hour additional shall be paid for all work performed on the second and ~~ninety cents (\$0.90)~~ **ninety cents (\$0.90)** per hour additional shall be paid for all work performed on the third shift. The night shift premium will be included in holiday and vacation pay for 2nd and 3rd shifts.

ARTICLE 8 PAID REST PERIODS

A ten (10) minute rest period and ~~fifteen (15)~~ **twenty (20)** minute lunch period will be provided on all shifts. ~~During the period of May 15th through September 15th the lunch period will be twenty (20) minutes.~~

6th and 7th Day Break Schedule

The following break schedule is appropriate for each schedule overtime shift worked on Saturday and Sunday:

Scheduled Overtime	
6 hour shift	10
8 hour shift	10, 15 20
10 or more hours	10, 15 20 , 10

ARTICLE 9
MAINTENANCE DEPARTMENT & JOINT TRAINING COMMITTEE

TRAINING COMMITTEE

The Company and Union agree that there is a need for high diversity in the trades of the Maintenance Department.

A joint training committee will meet no less than once monthly to establish and amend skill set training objectives and the programs necessary to accomplish these objectives. The first priority will be to maintain the skills necessary to support repair work. However, targeted installation training (special skill sets) may also be identified to reduce, where practical, the Company's reliance on outside contractors. The Union representation on the joint training committee will be filled by nomination and vote by union trades people. The joint committee will consist of one (1) journeyman from each craft.

The joint training committee will administer both the Apprenticeship and Multi Craft training and the PMT programs. The joint training committee will utilize prior historic documents including, The Apprenticeship System, Multi Craft Agreement and Specialty-Craft Agreement in developing an appropriate program to meet the Company's training needs. Any Amendment to these agreements shall be brought to the Joint Grievance Committee prior to putting Amendment into practice.

ARTICLE 10
VACATIONS

Vacations with pay will be granted to all employees who complete one (1) year or more of continuous service based on employee's anniversary date, as follows:

Completion of probationary period:	8 Hours
Completion of six (6) months up to one (1) Year:	32 additional hours
One (1) year but less than three (3) years:	One (1) week
Three (3) years but less than eight (8) years:	Two (2) weeks
Eight (8) years but less than thirteen (13) years:	Three (3) weeks
Thirteen (13) years but less than twenty (20) years:	Four (4) weeks
Twenty (20) years and over:	Five (5) weeks

VACATION PAY

For any Supervisor approved absence or request greater than one hour or less than

four (4) hours, four (4) hours of vacation pay may be applied to the absence. This can be used any time during a scheduled shift. The Operations Manager or Plant Manager shall have the ability to go over vacation caps when production requirements will allow.

VACATION PAY

Employees may take all vacation in daily increments, subject to the vacation scheduling requirements in the contract. Individuals taking daily incremental vacations will be required to obtain approval from their supervisor 48 hours prior to the required vacation day unless they receive supervisor approval. Scheduled vacations cannot be cancelled within seven (7) calendar days of the schedule vacations date except with the supervisor's approval.

Employees eligible for three (3) weeks vacation or more may take vacation pay (by separate check) in lieu of time off commencing with the third week. The Company shall supply a request form requiring the employee signature, a signed copy of which shall be given to the Union.

Time and one-half shall be paid for all time worked in excess of forty (40) straight-time hours in any one (1) week. The following will be counted as time worked in calculating the greater than forty (40) hour overtime obligation: vacations, paid holidays, jury leave, funeral leave, leaves of absence for Union business, and hours lost due to being sent home due to lack of work, and pre-approved medical appointments for the employee, scheduled with a minimum of 48 hours advance notice during the employees normal scheduled shift, subject to limit of four (4) per calendar year.

VACATION SCHEDULING

All vacations will be scheduled and administered on a calendar fiscal-year basis by vacation scheduling team in accordance with established vacation guidelines.

- ~~1. On January 1 following the employee's first anniversary date, they will be eligible for another weeks vacation with pay to be taken anytime during the fiscal year.~~
42. Employees who during the year become eligible for an additional weeks' vacation on their anniversary date will be allowed to take this additional week of vacation anytime during the quarter during which they become eligible.
- ~~2. Employees, who are laid off in excess of one (1) fiscal year, will not accrue vacation for that period.~~
32. Employees whose employment is terminated for any reason will receive with their final paycheck, their pro-rated vacation pay for the year in which they were terminated. Exception: Absent recall, laid off employees will receive pay for unused earned vacation at the end of the fiscal calendar year in which they were laid off and paid for pro-rated vacation at the end of the following fiscal year. If recalled before such payment, the vacation hours will be available to schedule within the vacation guidelines at the time of recall to full-time employment. Employees who quit must give at least two (2) working weeks notice of the termination in order to receive pro-rated vacation pay.

54. As far as practical, every effort will be made to grant vacations at times requested by employees, giving preferences to seniority.
- a. In case of conflict in scheduling, the first two (2) weeks of vacation to which each employee is entitled has priority. If the employee's specified vacation cannot be granted that person will be asked for an alternate choice prior to moving to the next senior employee. Agreement as to schedule of vacations shall be made at least two (2) weeks prior to said vacation period.
 - b. All vacation after the first two (2) preference weeks will be scheduled by seniority one (1) week at a time. If the employee's specified vacation cannot be granted that person will be asked for an alternate choice prior to moving to the next senior employee.
 - c. All requested single days will be scheduled in their entirety by Seniority. If the employee's specified vacation cannot be granted that person will be asked for an alternate choice prior to moving to the next senior employee. Total scheduled vacation may not exceed the allowable amount of vacation.
65. After the vacation schedule is posted, vacation will be granted on a first come basis.
76. Should one (1) of the recognized paid holidays fall during employees' vacation period, the employees shall receive pay for such holidays in addition to their vacation pay.
87. Employees who retire on or after age fifty-five (55), or are medically retired with five (5) or more years of service, will receive with their final paycheck, their pro-rated vacation pay. In the event of death, the pro-rated vacation pay shall be paid to the employee's estate.
98. Vacation cannot be postponed from one (1) year to another or accumulated.
9. Employees may elect to use up to two (2) vacation days per calendar year as illness call-in. Use of such "call-in" the day before or after a holiday is excluded. A call-in on a Friday or Monday will not excuse a mandatory Saturdays. A call-in for this purpose must be made before the beginning of the vacation day.
1410. In the event of an employee hardship case, such employee may be granted vacation pay in lieu of time off if agreed to by the Company and Union. Each such case shall be considered on its own merit.
- ~~12. Student vacation relief will be allowed to work during the period May 1st through September 15th and December 15th through February 1st.~~
Agreed to move to Article 30
- ~~13. The number of students in a department, on shift, shall not exceed one (1) more than the total of employees allowed to be on vacation per week, in the Department.~~
Agreed to move to Article 30
12. All vacations will be scheduled and finalized by the first Friday of December for the upcoming year.

ARTICLE 11 PAID HOLIDAYS

1. For pay purposes, a holiday consists of the normally scheduled eight (8) hour shift that falls on

said holiday. The holiday shall begin with third shift at 10:45 PM the day prior to the holiday and ends at 10:45 PM on the day of the holiday.

The following ~~ten (10)~~ **eight (8)** holidays, or the days so observed, shall be recognized as established holidays for the purpose of this Agreement.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

2 plant designated floating holidays listed below

2020

- July 2nd 7-2-2020
- New Year's Eve 12-30-2020

2021

- New Year's Eve 12-30-2021
- Good Friday 7-5-2021

2022

- New Year's Eve 12-30-2022
- Good Friday 7-5-2022

2023

- New Year's Eve 1-2-2024
- Good Friday 7-3-2023

2. Holidays falling on Saturday will be observed on Friday and those holidays falling on Sunday will be observed on Monday. When consecutive holidays fall on Friday and Saturday they will be observed on Thursday and Friday. When they fall on Sunday and Monday they will be observed on Monday and Tuesday.

Working on the Fourth of July and Labor Day, except to protect life and property, is prohibited.

3. The Company will pay employees eight (8) hours at their straight-time rate.
4. To qualify for holiday pay employees must ~~have completed their first thirty (30) days of employment and~~ have worked the last scheduled day before and the first regularly scheduled day following the holiday.

5. An absence on either the day before and/or the day after will not prevent eligible employees from receiving holiday pay providing they have worked during the week of the holiday and the absence is caused by one (1) of the following:
 - a. Hospital confinement.
 - b. Confinement at home due to illness or injury and under doctor's care.
 - c. Required in attendance at a court of law.
 - d. If reporting to a Draft Board for examination/or called to active duty.
 - e. If in a pay status under the provisions for the "funeral leave" article.
 - f. If the employee is excused from work by the department Supervisor. The employee's request must be in advance and in writing. If excused, a copy of the approved form shall be returned to the employee.
 - g. Emergency situations due to fire, flood, snow, storm, power or water failure or any other act of God, may be approved by the Supervisor upon the employee submitting a written request.
6. If employees work on any of the aforementioned holidays or days observed as such, they shall receive pay at time and one-half for hours actually worked in addition to the holiday pay.
7. Employees who receive holiday pay and are not required to work on such holiday shall be credited with eight (8) hours toward the accumulation of forty (40) hours of overtime purposes.
8. Retiring employees, ~~at age fifty five (55) or later,~~ will qualify for holiday pay when their last day of work is the scheduled workday before the holiday.

ARTICLE 12 PAYDAY

All employees will have their pay made by direct deposit. **The Company will make every attempt to pay the employees on Thursday.** ~~Effective on or before July 1, 2012, the payroll period will be converted from weekly to biweekly and check stubs will be sent to the employee's home address. The Company will make every attempt to pay the employees on Thursday. However, it is recognized that in some situations this may not be possible.~~

ARTICLE 14 SENIORITY

LAYOFF AND RECALL

3. Bump the least senior employee in any classification mill-wide, on any shift

PROBATION

Employees shall be considered on probation and will not be placed on the seniority list until after they have been employed ninety (90) calendar days by the Company at which time their seniority shall commence from the date of their most recent last hiring.

SENIORITY

When fitness, skill and ability are equal, seniority shall govern in considering promotions, demotions, layoff, and recall from layoff. Separate seniority lists shall be established and posted for each of the departments with copies furnished to the Chief Steward. The Company will provide an updated list to the Chief Steward once per month will be corrected at least every three (3) months.

Seniority shall continue to accumulate during period of sickness, temporary layoff, and leave of absence. Seniority shall remain static in other cases where absence does not result in a separation from the payroll. Employees shall lose their seniority rights under the following conditions:

- a. If a period of eighteen (18) months or more has elapsed since they last worked for the Company, unless on leave of absence.
- b. If they voluntarily quit.
- c. If they are discharged for just cause.
- d. If they fail to indicate their intention of returning to work within three (3) working days, or fail to return to work within five (5) days after being notified to do so by the Company.
- e. ~~If they are absent for three (3) consecutive working days without properly notifying the Company or giving satisfactory reasons.~~
- f.e. If they fail to return to work at the expiration of a leave of absence.
- f. If they are absent for more than eighteen (18) months by reason of accident or illness without returning to work for a consecutive thirty (30) days within that year.

LAYOFF AND RECALL

Employees who bump or are bumped will be afforded up to 20 working days of training during which if they do not to demonstrate the necessary skill and ability in the new position.; Employees who bumped or were bumped who fail to demonstrate the necessary

skill and ability in the new position during this 20-day period will be placed in the Temporary Pool. Qualification will be determined solely by the Company. They will remain in the Temporary Pool until they remove themselves through the job posting process or a vacancy occurs on any shift that is not filled through the bidding process ~~or a vacancy occurs on any shift that is not filled through the bidding process~~, i.e. open “no bid” positions. Employees exercising their rights under this section shall retain the right to take their previously scheduled vacation in their new assignment.

Any restrictions on bidding contained elsewhere in this Agreement shall not apply to an employee exercising bidding rights as a result of job eliminations or bumping. Employees who fail to demonstrate the necessary skill and ability on the job they bump on will be placed in ~~a job for which the employee is qualified in their classification on shift~~ the Temporary Pool.

When there is a reduction in the workforce, regular production employees will not be allowed to bump indentured apprentices and journeymen in the Maintenance Department. Likewise, when there is a workforce reduction in the Maintenance Department, craft seniority shall prevail and the least senior employee will be allowed to take an available production job in lieu of layoff. If there are no available jobs he/she may replace the least senior employee in the in the plant regardless of shift, provided the maintenance employee has more seniority than the least senior employee.

Recall within the Maintenance Department shall be by craft seniority.

Nothing herein shall be construed to prevent the Company from retaining those employees whose skill fitness and ability are necessary to continue the continuity of the operation.

DISCRETIONARY LAYOFF OPTIONS

The Company may use discretionary layoff at its sole determination. Discretionary layoff will be offered to all employees by department, shift and classification in up to four (4) week block increments. ~~Attempts will be made to balance layoff options between shifts.~~ The available layoff count and length of layoff will be determined by ~~the Company~~ department production schedule loading levels.

Layoff will be managed by the ~~Company~~ department supervisors with input from ~~the vacation scheduling team in the following way:~~

1. ~~With input from the vacation scheduling team s~~Scheduled vacations and recorded vacation request on the stand by list will have priority over discretionary layoff.

2. The Company will communicate the expected duration of the discretionary layoff and utilize a sign up process to determine the departmental seniority list, by shift and classification to solicit employees interested in discretionary layoff.
3. Employees who are willing to accept a layoff for the expected duration will be selected first.
34. If more people volunteer to fill that need than are needed, seniority by department, shift and classification will be utilized where the senior employee will be given preference. ~~Employees who are willing to accept a layoff for the expected duration will be selected first.~~
45. An employee who has previously scheduled vacation, (this does not include those on a vacation standby list) at the time that discretionary layoff is offered may not substitute discretionary layoff for the previously scheduled vacation.
56. Should work become available during the defined discretionary layoff, employees will be called back in reverse seniority by shift, department and classification.

During periods of slowed business cycles meeting customers' needs is essential. Overtime is undesirable during layoff periods. Every effort will be made to minimize overtime.

During discretionary layoff Company paid employee health and dental premiums will be covered. Employees must continue to pay their portion of the premium.

Unemployment Compensation wages are not eligible under the Company 401K plan, therefore no 401K contributions apply.

Nothing herein shall be construed to prevent the Company from retaining those employees whose skill fitness and ability are necessary to continue the continuity of the operation.

INVENTORY

~~Volunteer sign up sheets will be utilized for physical inventories. If a department physical inventory is being performed and an insufficient number of production employees volunteer, employees will be mandatoried bottom up from within the department by shift. If a mill wide physical inventory is being performed and an insufficient number of production employees volunteer, employees will be~~

~~mandatoried from bottom-up mill-wide by shift.~~ The Company shall determine the employees needed to perform inventory based on skill, ability, and efficiency. The Company shall make its best efforts to retain as many employees as possible during inventory periods.”

ARTICLE 15 LEAVE OF ABSENCE

5. All “Union” business that requires members to miss work to attend “Union” activities **identified in this Article** will not be considered a chargeable unscheduled absence and no points will be assessed under the attendance policy.

7. **ARTICLE 16, ABSENCE FROM WORK AND TARDINESS.** Amend by deleting Article in its entirety and renumbering remaining articles.

~~“Employees who are absent from work for a period of three (3) consecutive working days must notify the Company of the reason for such absence and furnish, if required, a medical certificate substantiating their inability to perform their service. Failure to comply with this provision shall make their return to their former employment optional with the Company.~~

~~Absent employees are expected to call in unless beyond the employee’s control (486-2520, press option for department) prior to the start of their shift and state the expected length of the absence.~~

~~Employees who are late for work shall be docked one fourth (1/4) hour for tardiness up to fifteen (15) minutes, and one half (1/2) hour for tardiness up to thirty (30) minutes.~~

~~Employees shall have access to attendance and tardiness records upon request to their supervisor.”~~

ARTICLE 19 TOOLS

PRODUCTION EMPLOYEES

The Company will ~~initially~~ provide necessary ~~hand~~ tools to production employees. ~~It is the employees’ responsibility to properly secure and care for such tools. All tools broken or worn out while used in service of the Company will be replaced by the Company upon proof that the employees have exercised reasonable care in the use of them.~~

MAINTENANCE EMPLOYEES

1. ~~The individual mechanics will furnish their own hand tools of the trade. (Tools used on the day to day basis.)~~
2. ~~The Company will replace any tools broken or excessively worn while used in the service of the company, on a one for one basis of like quality.~~
3. ~~The Company will furnish all power or special purpose tools.~~
4. ~~Expendable tools will be furnished by the Company and replaced on a one for one basis. (Example: drill bits, taps, hacksaw blades and files, etc.)~~

The Company will furnish apprentices **all maintenance employees** PMT Trainees, with basic all tools of the trade **necessary to do their job**, during the probationary period. After this time the apprentices will be expected to purchase such or replace these tools. Apprentices will be expected to continually add to tools over the duration of their training having all necessary tools of the trade by the end of the training period

8. **ARTICLE 21, REPRESENTATION.** Amend first paragraph of the Article to provide as follows:

“Officials of the ~~Carpenters Industrial Council or the United Brotherhood of Carpenters and Joiners of America~~ **North Central States Regional Council of Carpenters**, shall be privileged to confer with the Local’s Representative during working hours at reasonable times, but must first apply at the Human Resource Department.”

ARTICLE 22 GRIEVANCES AND ARBITRATIONS

Grievances not presented within the time limits specified shall be deemed waived. **If the Company exceeds the time limits set forth in this Article the grievance shall be sustained on a non-precedent setting basis. The remedy shall not be inconsistent with the terms of this Agreement. If the Union exceeds the time limits set forth in this article, the grievance shall be deemed waived on a non-precedent setting basis. Extensions to the time limits contained in this Article shall not be unreasonably withheld by the parties.**

ARTICLE 23 HEALTH CARE AND RETIREMENT BENEFITS

4. ~~For the 2015 and 2016 plans only, the smoker surcharge will be cut in half to enable employees a window to qualify for the non-smoker discount. The spouse surcharge will be cut in half for the same period.~~

- ~~5. For the 2015 and 2016 plans only the following Dental Benefits adjustments will be in effect. In the July 2015 enrollment, both the Masonite and current plans will be offered. The current plan will be available at a 50% employee contribution. In the 2016 enrollment, both the Masonite and current plans will be offered. Any increase in the current plan will adjust the employee contribution to cover the increase. In the 2017 enrollment, only the Masonite dental plan will be offered.~~
- ~~8. RETIREE LIFE: Employees who retire on or before December 31, 2012 with twenty (20) or more years of continuous service at fifty-five (55) years of age or older, shall receive ten thousand dollars (\$10,000) life insurance policy paid up for life. Upon retirement the employees shall receive a statement regarding the life insurance coverage. Effective January 1, 2013 Retire Life will no longer be available.~~
- ~~9. For the 2015 transition year, all employee co-pays accumulated towards the annual deductible will apply to the new benefit plan upon enrollment. Any prescription drug co-pays in 2015 will apply to the separate prescription drug deductible under the new plan. Any documented wellness exam completed between January 1, 2015 and July 1, 2015 will apply to the balance of the 2015 plan year and also will apply to the 2016 plan.~~

LIFE INSURANCE / ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (AD&D)

This summary only highlights the major provisions of the Life and AD&D plan which is described in a separate document and considered part of this agreement.

All employees covered by this Agreement shall be entitled to participate in the insurance and retirement benefit programs.

Equivalent to one-time annual base pay (hourly wage x 2080 hours/year) up to a maximum of \$50,000.00

Example: Hourly rate = \$14.41
\$14.41 x 2080 hours = \$29,973.00

The Company shall contribute the full cost of employee Life, AD&D, and STD coverage.

ARTICLE 23 HEALTH CARE AND RETIREMENT BENEFITS

The general provisions of the insurance program are contained in the Summary Plan Description, plan document and insurance policies issued by the insurance company describing each plan. In the event the state or federal law requires changes regarding the Summary Plan Description, said changes will be communicated with the Joint Union Management Bargaining Committee.

1. Medical, vision, dental and short-term disability commences the first day of the month after date of hire.
2. The Company will continue to provide life, health, dental, vision, short-term disability, and long-term disability insurance coverage to bargaining unit employees and where applicable to their dependents, under the plan, and all plan benefits currently in effect generally to other hourly employees in the Company. Employees covered by this Agreement will contribute to the cost of specific benefit coverage when such contributions are in effect generally to other hourly employees in the Company.
3. The Company retains the right to change the design of the plan and to increase the rates or contribution levels paid by the employees on an annual basis. All rate increases and any other changes in any of the terms and conditions of any of the plans will take effect only if applied generally to other hourly employees in the Company. If requested by the Union, employee contribution rate increases or other changes to the plan design will be shared with the Union prior to enrollment.
6. As a clarification of paragraph two (2) above, Short-Term Disability will be 26 weeks irrespective of Long-Term Disability Participation.
7. 401K: This **The** summary highlights the major provisions of the Masonite ~~Architectural Corporation~~ 401K Plan which is described in a separate document ~~shall be amended~~ and considered a part of this agreement. The Company will match 100% of the first 5% of earnings contributed by the employee.

ARTICLE 24 FILING VACANCIES.

1. All job openings will be posted in designated areas plant-wide. Each posting shall be posted for no less than four (4) working days over a two week period. The posting shall be made no later than the end of first shift on the first day and removed no earlier than the end of first shift on the fourth day.
2. Employees desiring to be considered for a posted job will obtain a bid slip from their supervisor and personally submit it to the Human Resource Department before the bid expiration date indicated on the posting. ~~Night shift employees may turn in their bid slips at the Guard House.~~ Bidders must be available for work one (1) week following the job award to be considered for a job.
3. If there are no bidders for a vacant position, the Company may fill the job in any manner it sees fit.

If the employees submit a bid and are selected, they must accept the new assignment or be excluded from bidding on any other job for twelve (12) months (unless their refusal was based on their having bid on another job for which they were also being considered).

4. ~~Lead person selection will be based on skill and ability determined through a leadership skills test and a lead person assessment process for interpersonal skills. Skill, ability, seniority, and performance will be considered with the final decision made by management.~~ The Company shall determine whether to appoint lead persons and lead person selection is at the sole discretion of management. An Employee expresses interest in a lead position by submitting a statement of interest form to Human Resources. Selected lead persons will have their performance reviewed with their supervisor every thirty (30) days during a ninety (90) day qualification period and annually thereafter. Qualification will be determined solely by the Company.
5. ~~Quality Technician selection will be based on skill, ability, seniority, and performance and the selection is at the sole discretion of management and will be reviewed on an annual basis.~~ An Employee expresses interest in a Quality Technician position by submitting a statement of interest form to Human Resources. Selected lead persons will have their performance reviewed with their supervisor every thirty (30) days during a ninety (90) day qualification period and annually thereafter. Qualification will be determined solely by the Company.
6. In all other vacancies, the sole criteria for selection will be seniority.
7. If an employee is the successful bidder on a higher rated job, the employee will receive the higher rate of pay when placed on the job. If not placed on the job at that time, the employee will receive the higher rate no later than the following Monday from date selection is made or the * effective date of the job vacancy. (*All newly created jobs and vacancies created by preplanned retirements).
8. An employee may bid to a ~~different lower or equal paying job every twelve (12) months. If the employee has been eliminated or bumped from the job in which the employee was the successful bidder in the prior twelve (12) months the bid will be restored.~~ An employee may bid to a higher paying job every six (6) months. If the employee has been eliminated or bumped from the job in which the employee was the successful bidder in the prior six (6) months the bid will be restored.
9. Employees displaced by either job elimination or by being bumped will have the opportunity to return to their former job for a period of one (1) year from elimination. For maintenance journeyman/PMT positions, there is no time limit. Said employees shall be responsible for completing a bid slip form on which the employee must identify their rights to the displaced job. Employee must have been classified on the eliminated job for at least three (3) consecutive calendar months immediately prior to being eliminated or being bumped. When an employee is eliminated or bumped from their position all per scheduled vacation will be honored in new assigned

positions vacation area.

10. Management will place the successful bidder on the job within thirty (30) calendar days after being posted as successful and the available job is open.
11. The successful bidders receive a qualification period of up to twenty (20) working days during which if they do not demonstrate the necessary skill and ability, they will be returned to their former job and pay rate. During the first five (5) days the employee may refuse the new job and return to their former position. If an employee is disqualified from a job or refuses a job, such event shall constitute a successful bid for purposes of bidding limitations. The successful bidder for a lead person position receives a qualification period of up to ninety (90) calendar days during which if they do not qualify, they will be returned to their former job and rate. Successful bidders will have their performance reviewed with their supervisor every thirty (30) days during their qualification period and annually thereafter. A written copy of the review will be given to the employee. Qualification will be determined solely by the Company.
12. The Company will use the floater classification to fill temporary vacancies if there are enough available floaters to perform the work needed. The Company may seek qualified employees where the additional work is needed when there are not enough floaters to perform the needed work. Employees who are not within the floater classification who fill these temporary vacancies will be displaced for a maximum of thirty (30) calendar days within a ninety (90) day period unless mutually agreed upon.
13. Production employees who are awarded a bid on a new job will be allowed to use all vacation scheduled in their prior job. ~~for the summer hours (as defined in Article 10, par. 14) above vacation caps in the new job.~~
14. FLOATER CLASSIFICATION. The Floater Classification is designed to give the Company maximum flexibility in the assignment of employees. Floaters will be assigned by shift and department and vacation will be scheduled within the assignment. The number of floaters shall not exceed fifteen percent (15%) of the workforce **by shift**. The minimum number of Floaters shall be eight percent (8%) of the bargaining unit, production employees. The Company will provide a seniority listing to the Chief Steward listing the floaters name, department and shift.

If Floaters are assigned to a classification and unit for more than 180 hours in a rolling six (6) weeks period, the Company will post the job as a permanent vacancy, unless the Company can demonstrate that the need generating the assignment will end within the next thirty (30) calendar days. Time spent by Floaters to fill vacations, absences, posted vacancies waiting to be filled, and training assignments will not count against this limitation.

ARTICLE 25

TRAINING

“The Company and the Union recognize that as technological change occurs, it will be necessary for employee skills to be up-graded or changed through re-training.

As equipment changes are identified, the Company will make every effort to inform the employees as to changing skill requirements in advance, if they are known. This is not meant to imply that the Company will hold postings open until all interested parties are trained, the emphasis must be put on the employee to pre-train themselves prior to posting. As Company sponsored training is provided, there will be some limitations on the number of people that can be trained in a given period of time, this will be handled on a need basis.

The Union and the Company will work jointly in identifying and publishing known training needs and obtaining sources of training; however it is recognized that the employees will have a responsibility for providing required time to up-grade themselves.

~~A joint Union/Management group will make the determination when a new piece of equipment is production ready (Safety Assessment/Procedures and Work Instructions). During the installation and ramp up, a successful bidder will be given up to 10 (ten) working days to refuse the position. Likewise, a successful bidder will be given up to 30 (thirty) working days to demonstrate the necessary skill and ability. If the employee refuses, or is disqualified, they will be returned to their former job and pay rate and such event will constitute a successful bid for purposes of bidding limitations. The process will remain until a successful bidder is accepted. Once equipment is considered production ready, it will be considered as normal production equipment and subject to the normal requirements for purposes of successful bidders.~~

For the purposes of continuous improvement, including but not limited to Kaizen events, it is expected that there will be both salaried and UBC&J participants involved to promote camaraderie and to work together towards the best outcome. During this process, there will be hands on activities on the shop floor. The Company and Union agree that this format facilitates success of the continuous improvement process. Hourly participants in this process shall be selected by the Company.”

ARTICLE 26 **FUNERAL OR COMMITAL LEAVE**

In the case of death of a member of the immediate family of an employee, the Company will grant an excused absence up to, but not exceeding, five (5) regularly scheduled workdays

(including Saturday and Sunday when formally scheduled and accepted) ~~following~~ **within thirty (30) calendar days upon death** ~~notification of death~~. Any excused absences for this purpose shall be paid at the straight-time rate of the employee's classification for each day, but not to exceed eight (8) hours per day. A member of the immediate family is defined as spouse and child (including step-relations).

Employees will be granted an excused absence up to, but not exceeding three (3) regularly scheduled workdays (including Saturday and Sunday when formally scheduled and accepted) **within thirty (30) calendar days** ~~following notification of death and ending no later than the day following the funeral or committal for the following~~ family members: mother, father, brother, sister (including step-relations), mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, spouse's grandparents. Notice of such death must be given, by the employee to a representative of the Company as soon as it is reasonably possible. ~~No absences will be granted in the case where an employee does not attend the funeral or committal of the deceased.~~ This Section is written for the purpose of reimbursing employees for straight time pay they may lose and is not intended as pay for hours or days the employee would not normally work. It is agreed that, if requested by the Company, appropriate documentation must be furnished as proof of death and/or committal. Employees(s) that request time off to attend a Funeral or committal that is not covered by the funeral leave language above will be allowed to take unpaid time off and/or use vacation at their request. Documentation of attendance is required.

ARTICLE 27

WAGES

Raise Schedule	Yr1	Yr2	Yr3
Production Maintenance Technician			
Trainee	3.00%	2.00%	2.25%
Maintenance	10.00%	2.00%	2.25%
Production Team Lead* & Specialist**	3.00%	2.00%	2.25%
Machine Operator**	3.00%	2.00%	2.25%
Support	3.00%	2.00%	2.25%
Material Handler	3.00%	2.00%	2.25%
MC Production Team Lead	3.00%	2.00%	2.25%
MC Specialist	3.00%	2.00%	2.25%
MC Machine Operator	3.00%	2.00%	2.25%
MC Support	3.00%	2.00%	2.25%
* Production Team Lead shall be paid a premium of \$1.00 above the highest rate in the department.			
** Specialists working on Primary Machine Center II (Edgeline, Saw, UV Line 1, UV Line 2, Paint Kitchen) shall receive premiums as follows:			
\$0.50 premium in the first year			
Increased to \$0.75 premium in the second year			
Increased to \$1.00 premium in the third year.			

Machine Operators working on Primary Machine Center I (New Fletcher, Old Fletcher, Lehbrink, Gateway, PUR Line, Hot Press Line 2) shall receive premiums as follows:
\$0.25 premium in the first year
Increased to \$0.40 premium in the second year
Increased to \$0.50 premium in the third year.

Company proposal to replace Article 27, Wages, Multi-Specialty Craft Skills Based Pay Structure with the following: PMT PROGRAM CURRICULUM AGREEMENT

Production Maintenance Technician Curriculum Agreement

Production Maintenance Technician Program

Part I

I. Definitions

The following terms used herein shall be constructed as follows:

- A. “Company” shall mean Masonite Corporation, doing business as Masonite Architectural in Marshfield, Wisconsin.
- B. “Union” shall mean Millman’s Local 1733, United Brotherhood of Carpenters & Joiners of America.
- C. “Committee” shall mean the Union-Management Joint Production Maintenance Technician Committee.
- D. “Program” means the Production Maintenance Technician Program established through the Participation Agreement this Production Maintenance Technician Curriculum Agreement.

II. Purpose and Policy

- A. The purpose of the Program is to enhance to secure qualified Company maintenance employees with the proper training and to improve the skill sets of Union bargaining unit members. Through this agreement, the company agrees to, when practical, have a Licensed Journeymen in all trades to help establish training and guidance for the Production Maintenance Technician position.

- B. On and after December 1, 2018, all Company maintenance employees who have completed the Production Maintenance Technician Program, shall be eligible for promotional opportunities in Production Maintenance, in accordance with the terms of the standards of training contained in this Curriculum Agreement.
- C. To ensure the safety of all Maintenance Department employees the Company reserves the right to administer annual proficiency skills assessments of Employee Trainees and remove Employee Trainees that fail the proficiency assessment.
- D. The Company and Union each reserve the right to withdraw from the Production Maintenance Technician Program upon sixty (60) days written notice.

III. Joint Production Maintenance Technician Committee

A joint Committee is to be established. It will be composed of the following:

- A. Not more than four (4) members from Local 1733, at Marshfield, and four (4) representatives from the Company. The Committee may also include consultation participation from the Training Fund instructors. The function of the Committee will be to:
 - 1. Establish a twenty-four-month training plan for maintenance employees that serves the policy and purpose of this Curriculum Agreement and to make necessary changes to keep the Program viable;
 - 2. Recommend revisions to course outlines;
 - 3. Review progress reports from instructors/supervisors of Employee Trainees involved in Production Maintenance Technician program;
 - 4. Assure successful operation of the Production Maintenance Technician standards through guidance and encouragement to the Production Maintenance Technician Employee Trainees; and
 - 5. To meet at least once per month to resolve any issues, for as long as there are participants in the Production Maintenance Technician Program.
- B. All decisions made by the Committee must made to conform with:
 - 1. State and/or Federal Law;
 - 2. Contractual language; and
 - 3. Masonite Corporation Policy.
- C. The duties of the Committee will be to:
 - 1. Keep a record of each Employee Trainee's work experience;
 - 2. Keep record of progress in related assigned training units;
 - 3. Conduct Committee meetings to consider problems related to any Employee Trainee's progress and to promote the effective operation of the Production Maintenance Technician program;
 - 4. Review the status of each Employee Trainee at three (3) month intervals, utilizing progress reports submitted by the instructor/supervisor, to the Committee;

- i. If the Employee Trainee's progress is regarded as satisfactory, then the Employee Trainee will continue in the Program.
 - ii. If the Employee Trainee's progress is questionable, the Employee Trainee will be counseled and given recommendations by the Committee on how to achieve success in the program. If removed from the Program, the Employee Trainee will be placed in a production position following the applicable articles of the CBA.
 - iii. Training assistance will be available to any Employee Trainee when recommended by the Committee. At the end of the twenty-four (24) month training period, if the Employee Trainee is reviewed as not completing program successfully, then the Employee Trainee has failed out of the program. An extension may be granted by the committee in case of hardship.
5. The Committee reserves the right to administer an annual proficiency skills assessment. Employees that fail the proficiency assessment will be given an opportunity to successfully be trained and reevaluated in the failed proficiency. If they employee is not successful, they will be removed from the Program and will be placed in a production position following the applicable articles of the Collective Agreement.

IV. Modification of Standards

The Standards may be amended or modified whenever it is considered beneficial to the Production Maintenance Technician Program. Such changes or modifications will be subject to the mutual consent of the Union-Management Joint Production Maintenance Technician Committee and the Joint Training Committee established by Article 9 of the Collective Agreement.

Production Maintenance Technician Program

Part II

I. Qualifications for the Production Maintenance Technician Program

- A. Employee Trainees will be required to take and pass skill assessment evaluation(s).
- B. Employee Trainees will remain in "Trainee" status until they have successfully completed the Production Maintenance Technician academic program and 4160 hours of hands-on training.

II. Selection

- A. Mill seniority will be used for the Production Maintenance Technician training program.
- B. If an Employee Trainee drops out of the Production Maintenance Technician Program, that individual will not be eligible to participate in the program for a period of twenty-four months.

- C. If an Employee Trainee fails the Production Maintenance Technician Trainee program individual will not be eligible for Production Maintenance Technician training for a period of twenty-four months. An Employee Trainee who fails a unit two (2) times is considered to have failed the Program.
- D. Company determines Production Maintenance Technician openings based on work needs.

III. Training

- A. Company will provide necessary training materials at no charge to program participants.
- B. Any courses taken at the designated training facility related to the Production Maintenance Technician program will be paid by the Company.
 - 1. If off-site training is required for Employee Trainees, normal shift rate and premiums will be compensated by the Company for lost wages while training ~~for lost wages while training~~.
- C. Training will be selected by the Committee with guidance from a recognized or accredited entity for Production Maintenance Technician training.
 - 1. Some Technical College classes may be substituted.
- D. Minimum of twenty-four (24) months training will be given in each Production Maintenance Technician program.
- E. Production Maintenance Technician Fundamentals (basic) courses, applies to all participants.
 - 1. The fundamental course must be taken first.
 - 2. Courses must be completed in their defined semester.
- F. On the job training done during overtime hours will count toward hours of training in Production Maintenance Technician program.
- G. Company will provide correspondence training of up to 2 hours per week for 24 months during normal work hours. (208 hours) review once syllabus is complete.
- H. The recommended course list is listed below.
- I. Employee Trainees who leave employment within twenty-four (24) months of completion of the program may be subject to repayment of the expense of the program per the terms of the Mechatronics Scholarship Loan Agreement between UBC Bargaining Unit Member and Carpenters International Training Fund.

IV. Compensation

- A. Refer to compensation schedule for Production Maintenance Technician program.
- B. If an Employee Trainee fails Production Maintenance Technician program, that individual will be placed into their prior production position at a compensation level governed by the applicable articles of the Collective Agreement.
- C. If program is ended, Employee Trainees will be allowed to complete the course in which they are enrolled.
- D. If program is ended, the increased wage rates and other monetary gains will be retained by the Employee Trainees if:
 - 1. They continue to serve in a Production Maintenance Technician role; and

2. If individual has completed $\frac{3}{4}$ of hours required.

V. Supervision Of Production Maintenance Technician Employee Trainees

- A. Production Maintenance Technician Employee Trainees will be under the direction of the Maintenance Supervisor, instructors, and assigned mentor. The responsibility to mentor participants will reside with, but is not limited to:
 1. Journeypersons that participate in the Production Maintenance Technician training.
 2. Company managers who have the right to direct Production Maintenance Technician trained individuals as needed.

Current Maintenance

I. Journeyperson with or without Multi-Craft

- A. Journeypersons will be expected to transition successfully to Production Maintenance Technician by safely demonstrating abilities through Production Maintenance Program defined evaluations. Current maintenance employees who successfully demonstrate the skills needed to perform all maintenance skills will be advanced to the top of the pay scale.
 1. For those journeypersons who are unable to advance to the top of the pay scale they will have the option to actively participate in the Production Maintenance Technician program to gain proficiency in areas where they were deficient. All new employees hired after January 1, 2019 will be required to participate to the Production Maintenance Technician Program.
 - i. To progress through the wage scale, new employees must:
 - a. Complete required course per semester;
 - b. Work 520 hours (80 hours of the 520 hours must support the current course content); and
 - c. Complete and submit a weekly log to demonstrate proficiency in the discipline.
 2. Production Maintenance Technicians will be assigned work within the Maintenance Department regardless of disciplines as long as they have the skill and ability.
 3. Journeypersons will serve as trainers for Production Maintenance Technician Trainees.
 4. Maintenance employees that have or attain journeyperson status, upon successful Completion of the Production Maintenance Technician program will be promoted to Production Maintenance Technician II.

II. Apprenticeship Program

- A. Employees active in an apprenticeship program may complete their program or transfer to the Production Maintenance Technician Program. If a transfer is chosen,

success on the skills evaluations will determine level of placement in the Production Maintenance Technician Trainee program.

- B. Employee that are failing their current apprenticeship program and are deemed unsuccessful, will be placed in a production position following the applicable articles of the Collective Agreement.
- C. After 12 months, Employees in apprenticeship programs who are deemed unsuccessful, may re-apply for entrance to the Production Maintenance Technician Program.

Masonite 24 Month Production Maintenance Technician Course List

(10 - 40 Hour Weeks)

Safety	Week 1
<ul style="list-style-type: none">- First Aid/CPR- OSHA 10- Lockout & Tagout- Aerial Lift- Industrial Fork Truck	
Basic Welding	Week 2
<ul style="list-style-type: none">- Basic Principles & Process- UBC Welding- Welding Safety	
Fasteners	Week 3
<ul style="list-style-type: none">- Adhesives & Loctite- Mechanical Fasteners- Drilling and Tapping- Hand Tools- Power Tools- Math for the trades	
Bearings & Installation	Week 4
<ul style="list-style-type: none">- Bearings & Lubrication- Anti - Friction Bearing- Friction Bearings- Math for the trades	
Conveyors, Compressors & Hydraulics	Week 5
<ul style="list-style-type: none">- Conveyor Installation & Repair- Into to Compressors- Into to Hydraulics- Structural Steel	

HVAC	Week 6
<ul style="list-style-type: none"> - Maintenance - Repair - Installation 	
Overhead Doors	Week 7
<ul style="list-style-type: none"> - Maintenance - Repair - Installation 	
Power Transmission	Week 8
<ul style="list-style-type: none"> - Power Transmission - Belts, Gears, Clutches - Chain Drives - Math for the trades 	
Flowserve Pump	Week 9
<ul style="list-style-type: none"> - Flowserve Tech Level 1 - Packing & Seals - Math for the trades 	
Finals	Week 10
<ul style="list-style-type: none"> - Final Tests - Refresh Certifications - Transition to Trainer 	

NEW HIRES

~~All employees hired after ratification shall be hired up to \$3.00 less than the applicable classification rate and shall receive fifty cents (50¢) adjustments effective the first full work week of January and the first full work week of July until he/she reaches the then applicable full rate.~~

~~The rate for the Non-Classified New Hire Pool will be the starting progression rate of the Support Classification.~~

~~The summer student rate will remain at \$12.00 for the duration of this Agreement.~~

9. ARTICLE 30, STUDENT WORKERS

Student vacation relief will be allowed to work during the period May 1st through October 1st and December 1st through February 1st.

~~The number of students in a department, on shift, shall not exceed one (1) more than the total number of employees allowed to be on vacation per week, in the department.~~

A student shall not be eligible to work any overtime unless full-time production employees on shift in the department are not available to work.

The student wage rate shall be \$17.00 per hour for the duration of this Agreement.

Time worked by vacation replacements shall be considered as a probationary period. Those replacements on the payroll in excess of ninety (90) days and whose request to transfer to permanent status is accepted by the Company, shall have their seniority date and Union membership requirements made effective. Their original date of hire to Masonite with full benefits beginning the first day of the next month after being offered full time employment.

ARTICLE 31 MINERAL CORE

1. The basic workweek for Mineral Core Wet/Dry Side, crew 2, while on a five (5) day, eight (8) hour operation, will be from 6:45PM until 2:45AM, commencing on Sunday and ending at 2:45AM Friday. If a three-shift operation is required in dry side operations, dry side crew 2 positions will be eliminated and those employees will have claim to newly posted positions in mineral core shift 2 or 3.
2. All hours worked in excess of forty (40) hours will be paid at time and one-half.
 - a. For employees working on the seven-day, crew during their short weeks (four (4) days scheduled at thirty-two (32) hours total) employees shall be eligible for overtime for hours worked in excess of thirty-two (32) hours.
 - b. All hours worked on Sunday will be paid at a Premium rate calculated at time and one-half. Said hours shall be included in determining hours worked in a workweek.
3. All hours worked on Sunday will be paid at ~~time and one-half~~ double time if such day is the seventh (7th) consecutive day worked in that work week.
4. Mineral Core will celebrate the holiday on the actual day if its occurrence provided they are on a seven (7) day workweek.
5. ~~One~~-a seven (7) day operation, Easter Sunday will be considered as a holiday for those employees assigned to work on that day. If required to work, they will receive pay for working on the holiday plus holiday pay. If not required to work because of it being a holiday, they will receive holiday pay.

Seven Day Operation of Mineral Core Employees

With A Third Shift

1. Hours of Work

The 7-day Swing Crew will work two, 8-hour shifts with a rotational schedule through the 7-day workweek. There will be a Group (A) Crew, Group (B) Crew, and Group (C) Crew. The Group (A) Crew will work 1st Shift hours and the Group (B) Crew will work 2nd Shift hours. The 1st Shift hours are 6:45 AM to 2:45 PM and 2nd Shift hours are 6:45 PM to 2:45 AM, and the 3rd Shift hours are both

1st Shift and 2nd Shift hours that are rotating based on the days when the Group (A) Crew and the Group (B) Crew are off duty. Calendars for each crew are provided at end of this document.

If the Company elects to modify work schedules, transitioning to a 24/7 operation, the Company will meet with the Union to work out applicable details.

2. Postings and Selection

Postings and Selection for the 7-Day Swing Crew will follow the process outlined in Article 24 of the contract and selection will be based on seniority, skill, and ability to provide the necessary skill on all shifts.

3. 7-Day Crew Premiums

Group (A) Crew premium will be \$0.60 per hour.

Group (B) Crew premium will be \$1.50 per hour.

Group (C) Crew premium will be \$2.40 per hour.

The above premiums include any applicable shift differential.

4. Vacation

Vacation will follow the process outlined in Article 10 of the contract.

The company will have a system in place where individuals can sign up to work extra hours where we have vacancies. Decisions on who fills those vacancies will be based on seniority, skills and abilities.

5. Overtime

All hours worked in excess of forty (40) hours will be paid at time and one-half consistent with the current language in the CBA (Article 31 Mineral Core, paragraph 1)

In addition, the provisions of the collective agreement notwithstanding, the following Sunday overtime premiums shall apply:

- A. All hours worked on Sunday will be paid at double time if such day is the seventh consecutive day worked in that work week consistent with the current language in the CBA (Article 31 Mineral Core, paragraph 2).
- B. All hours worked on Sunday will be paid at a premium rate calculated at time and one-half. Said hours shall be included in determining hours worked in a workweek.
- C. There will be no pyramiding of overtime premiums; only the highest applicable premium will be paid.
- D. For employees on the 7-Day Crew, during their short weeks (four (4) days scheduled at thirty-two (32) hours total) employees shall be eligible for overtime for hours worked in excess of thirty-two (32) hours.

6. Holidays

Mineral Core will celebrate the holiday on the actual day of its occurrence provided they are on a seven (7) day workweek consistent with the current language in the CBA (Article 31 Mineral Core, paragraph 3).

On a seven (7) day operation, Easter Sunday will be considered as a holiday for those employees assigned to work on that day. If required to work, they will receive pay for working on the holiday day plus holiday pay. If not required to work because of it being a holiday, they will receive holiday pay consistent with the current language in the CBA (Article 31 Mineral Core, paragraph 4)

To be eligible for Holiday pay, employees must have worked the last scheduled day before the holiday and the first regularly scheduled day following the holiday consistent with current language in the CBA (Article 11 Paid Holidays, paragraph 4).

JOB CLASSIFICATIONS

- Specialist
- Machine Operator
- Support
- Material Handler

MAINTENANCE

MACHINING

- MAA – Machinist Apprentice
- MAJ – Machinist Journeyman

MILLWRIGHT (Repair)

- MRA – Millwright Repair Apprentice
- MRJ – Millwright Repair Journeyman

MILLWRIGHT (Construction)

- MCA – Millwright Construction Apprentice
- MCJ – Millwright Construction Journeyman

ELECTRICIAN

- ELA – Electrician Apprentice
- ELJ – Electrician Journeyman

PIPEFITTER

- PFA – Pipefitter Apprentice
- PFJ – Pipefitter Journeyman

PRODUCTION MAINTENANCE TECHNICIAN

- PMTT Production Maintenance Technician Trainee

- PMT Production Maintenance Technician

- PMT II Production Maintenance Technician II

BUILDING AND GROUNDS

- B&G Specialist

- MUI—Multi Specialty Craft

15. **MEMORANDUM OF UNDERSTANDING** – Include new Memorandum of Understanding to provide as follows:

Memorandum of Understanding

The Company and Union understand that upon ratification of the Agreement, the following positions will be moved to the departments as identified below:

Position	New Unit	Old Unit
Core Stager	Unit One	Unit Three
Receivers	Unit Five	Unit Three
Stock Room	Unit Six	Unit Three
Cycle Counter	Unit Five	Unit Three

Strike the Irrevocable Permanent Layoff Memorandum of Agreement in its entirety.

DISCUSSION ITEM: SAFETY SHOES & GLASSES, amend the language as follows: After receiving input from the Union, the Company has decided to ~~provide the~~ reimburse employees for the cost of safety shoes up to \$75.00 \$100.00 per year and prescription safety glasses up to \$50.00 per year. These amounts can be banked up to two years.