

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
NORTHERN DIVISION**

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>Remington Outdoor Company, Inc. <i>et al.</i></b>	)	<b>Case No. 20–81688-CRJ)</b>
	)	
<b>Debtors.</b>	)	<b>(Jointly Administered)</b>
_____	)	

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**UNITED MINE WORKERS OF AMERICA’S LIMITED OBJECTION  
TO DEBTORS’ PROPOSED SALE  
OF SUBSTANTIALLY ALL OR A PORTION OF THE DEBTORS’ ASSETS**

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The United Mine Workers of America (“UMWA”), by and through counsel, submits this Limited Objection to the Proposed Sale of Substantially All or a Portion of the Debtors’ Assets (the “Objection”) to the extent that such a sale would affect the Debtors’ collective bargaining agreement (“CBA”) with the UMWA or the Debtors’ retiree benefits obligations to their union employees, and to the extent such a sale permits the Debtors to circumvent the mandatory requirement of good faith collective bargaining pursuant to 11 U.S.C. §§ 1113 and 1114. In support of this Objection, the UMWA respectfully states:

**INTRODUCTION**

The UMWA objects to the extent the proposed sale of the Debtors’ assets alters, modifies, rejects, and otherwise affects, without providing for or even mentioning, the Debtors’ collective bargaining agreement (“CBA”) with the UMWA or the Debtors’ retiree benefits obligations to their union employees. The Debtors cannot circumvent their good faith collective bargaining obligations required by 11 U.S.C. §§ 1113 and 1114 to achieve a unilateral, bad faith rejection of the CBA and retiree benefits, yet that is precisely what the Debtors are doing by

rushing through a sale and failing to provide either time or opportunity for the UMWA to negotiate with the Debtors or prospective purchasers. The Bankruptcy Code does not permit this result, and it should not be permitted here.

### **FACTUAL BACKGROUND**

1. The Debtors initiated this case on July 27, 2020 (the “Petition Date”).
2. On July 28, 2020, the Debtors filed a *Motion of Remington Outdoor Company, Inc. and its Debtor Affiliates (“Debtors”) for (I) an Order Establishing Bidding Procedures and Granting Related Relief and (II) an Order or Orders Approving the Sale of the Debtors’ Assets* (the “Motion”). See Doc. 29.
3. The Debtors have indicated a desire to sell their business as a going concern, which would include their plants, equipment, assumed and assigned executory contracts, and all assets necessary to consummate the going concern sale.
4. The Debtors are party to a CBA with the UMWA that is an executory contract which is in full force and effect. A true and correct copy of the CBA is attached hereto as **Exhibit A**. Moreover, the Debtors own initial pleading, namely the Wage Motion (Doc. 8), acknowledges that the Debtors are obligated to pay certain retiree health obligations that have the protections of § 1114 of the Bankruptcy Code.
5. During the status conference and hearings on first day motions, the Debtors repeatedly indicated a desire for an expedited sales process for the disposition of these cases.
6. Counsel for the UMWA has noted from the outset of this case, both before this Court and in subsequent conversations with Debtors’ counsel, that the proposed expedited sales process and ultimate sale of the Debtors’ assets may be statutorily barred to the extent it has any effect on the CBA or retiree benefits.

7. Nevertheless, on August 20, 2020, the Court granted the motion in part and entered an *Order Establishing Bidding Procedures Relating to the Sales of All or a Portion of the Debtors' Assets* (the “Order”). Doc. 411.

8. In the Order, the Court approved a very abbreviated timetable for completing an auction and sale of the Debtors' assets by September 17, 2020 (less than three weeks from the date of this Objection). *Id.* at 6.

9. Pursuant to that timetable, on August 21, 2020, the Debtors served a *Notice of Executory Contracts and Unexpired Leases That May be Assumed and Assigned in Connection with the Sale of the Debtors' Assets and the Proposed Cure Costs With Respect Thereto* (the “Notice”). Doc. 420.

10. The CBA is not included on the list of executory contracts to be assumed or assigned and, despite the Debtors' acknowledgement of their retiree benefits obligations in their own pleadings, no provision has been made for them.

11. The CBA contains a “Successorship” clause, which states:

In consideration of the UNION'S execution of this Agreement, the EMPLOYER promises that the PLANT covered by this Agreement **shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the successor's agreement to assume the EMPLOER'S obligations under this Agreement** including Appendix A.

Ex. A at 5.

12. The CBA further provides that “it shall be deemed a violation of this Agreement if the PLANT, to which this Agreement is applicable, shall be sold, leased, subleased, assigned or otherwise disposed of for the purpose of avoiding the obligations hereunder.” *Id.* at 40.

13. While the UMWA stands prepared and willing to have meaningful conversations and/or negotiations with the Debtors (or prospective purchasers) regarding the existing CBA and

the preservation of UMWA jobs, as well as UMWA related retiree healthcare obligations, the Debtors have now rendered such mandatory negotiations impossible.

14. As of the date of this Objection, the parties have had no substantive negotiations regarding the CBA or retiree benefits. Instead, by their own Notice, the Debtors have unilaterally rejected their CBA and retiree benefit obligations by failing to include them in the list of executory contracts which *may* be assumed or assigned.

15. Under these circumstances, any potential bidder or ultimate purchaser of the Debtors' assets would already be free and clear of the CBA and retiree benefit obligations because the Debtors do not even allow for the assumption or assignment of their §§ 1113 and 1114 obligations.

16. This is not a good faith sale, and any post-sale negotiations with the Debtors would be a futile, pre-determined endeavor.

17. This result eviscerates the clear language of §§ 1113 and 1114 of the Bankruptcy Code and cannot be permitted here.

### **OBJECTIONS**

**I. The Debtors' May not Eviscerate the §§ 1113/1114 Process by Delaying Negotiations Until After a Sale of their Assets Free and Clear of CBA and Retiree Benefit Obligations has already Occurred.**

The Debtors' Motion and Notice reveal a bad faith attempt to use a § 363 sale to circumvent the statutorily mandated collective bargaining process for rejecting or modifying collective bargaining agreements and retiree benefits. This is directly contrary to the Bankruptcy Code §§ 1113 and 1114, expressly prohibited by case law in this district, and cannot be permitted here to the extent the Debtors seek confirmation of any Sale that does not include an assumption and assignment of the CBA and retiree benefit obligations to a potential seller.

11 U.S.C. §§ 1113 and 1114 provide the sole methods for modifying or rejecting collective bargaining agreements and retiree benefits. *See In re Unimet Corp.*, 842 F.2d 879, 884 (6th Cir. 1988) (finding debtor required to comply with all provisions of a CBA unless and until the debtor complied with § 1113).<sup>1</sup> These sections provide a “statutorily mandated sequence of steps to be followed” prior to modification or rejection of any CBA or retirement benefits provision, which may not be considered or approved by the Court until, at a minimum, the Debtors have (1) submitted a proposal and engaged in good faith negotiation with the employees’ and/or retirees’ representative and (2) made an adequate showing that the proposed modifications or rejections are necessary and will ensure affected parties are treated fairly and equitably. *In re Century Brass Prods., Inc.*, 795 F.2d 265, 272 (2d Cir. 1986); *In re Visteon Corp.*, 612 F.3d at 229. To be clear, the Bankruptcy Code expressly requires that the Debtors “confer *in good faith* in attempting to reach *mutually satisfactory modifications*” of their §§ 1113/1114 obligations. 11 U.S.C. §§ 1113(b)(2), 1114(f)(2).

Debtors *cannot* use a § 363 sale to circumvent the good faith negotiations required by the Bankruptcy Code.<sup>2</sup> Judge Mitchell acknowledged this in *In re Walter Energy, Inc.*, 542 B.R. 859,

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<sup>1</sup> *See Am. Flint Glass Workers Union v. Anchor Resolution Corp.*, 197 F.3d 76, 80 (3d Cir. 1999) (finding DIP violated § 1113(f) when it entered into agreement for sale of assets which affected CBA relations without first complying with § 1113(b)), *Wheeling-Pittsburg Steel Corp. v. United Steelworkers of Am., AFL-CIO-CLC*, 791 F.2d 1074, 1088 (3d Cir. 1986) (recognizing that a proposal, negotiation, and then a hearing on rejection or modification to be the “statutorily mandated sequence of steps to be followed” in order to modify or reject a CBA), *In re Century Brass Prods., Inc.*, 795 F.2d 265, 272 (2d Cir. 1986) (finding Congress “designed [§ 1113] to insure that employers did not use Chapter 11 as medicine to rid themselves of corporate indigestion”), *In re Journal Register Co.*, 488 B.R. 835, 840 (Bankr. S.D.N.Y. 2013) (holding “debtor cannot reject a collective bargaining agreement except in accordance with Bankruptcy Code § 1113(f)”), *AFL-CIO v. Kitty Hawk Int’l, Inc. (In re Kitty Hawk, Inc.)*, 255 B.R. 428, 432 (Bankr. N.D. Tex. 2000) (finding § 1113 to be the “exclusive process by which a debtor may seek to modify or reject a collective bargaining agreement”); *see also IUE-CWA, The Indus. Div. of the Commc’ns Workers of Am., AFLCIO, CLC, v. Visteon Corp. (In re Visteon Corp.)*, 612 F.3d 210, 229 (3d Cir. 2010) (finding a clear requirement under § 1114 that “retiree benefits *must be continued without change until and unless* a modification is agreed to” through the § 1114 process, and that all other bases for rejection are prohibited) (quoting S. Rep. No. 100-119) (emphasis in *Visteon*).

<sup>2</sup> *See also In re Ionosphere Clubs, Inc.*, 922 F.2d at 989 (holding other provisions of the Bankruptcy Code “*inoperable* to the extent that they allow a debtor to bypass the requirements of § 1113”); *In re Visteon*, 612 F.3d at 229 (same with regard to § 1114).

880 (Bankr. N.D. Ala. 2015), concluding that §§ 1113 and 1114 must still be satisfied even in the context of a § 363 sale. Even the case law cited *by the Debtors* cautions against the path they are now walking. In their response to the UMWA’s objection to the bidding procedures motion, the Debtors argue that “a debtor may reject Section 1113 collective bargaining agreements or Section 1114 retiree benefits at any time until confirmation of a plan – even after it has sold its assets pursuant to a Section 363 sale.” Doc. 354 at 12. The Debtors cite *In re Family Snacks, Inc.* for this proposition, which went on to state that even after the sale, a debtor must prove it has met each factor necessary to satisfy §§ 1113 and 1114, **“including specifically that it is acting in good faith.”** 257 B.R. 884, 898 (8th Cir. BAP 2001). The Panel remanded the case for further proceedings to determine whether the debtors had acted in good faith.

Debtors act in bad faith under §§ 1113/1114 when they fail to negotiate or make efforts to find a buyer to negotiate with the union and obligate themselves to sales that do not include CBAs and retiree benefits. The ultimate result is that their subsequent attempts to reject CBAs and retiree benefits must be rejected. *See In re Lady H Coal Co.*, 193 B.R. 233 (Bankr. S.D.W.V. 1996). In *Lady H*, debtors sold their assets without first negotiating with the union and then sought an order rejecting the CBA and retiree benefits. The bankruptcy court found that “the Debtors could not have bargained in good faith as the Debtors were, prior to any negotiations with the union, locked into an agreement where the purchaser was not assuming the [CBA].” *Id.* at 242.

By their own actions, the Debtors have already prevented the possible occurrence of good faith negotiations. The auction of the Debtors assets is set to take place in less than three weeks, and the Debtors have not even placed the CBA and retiree benefits on the table for potential assumption or assignment to a prospective purchaser. While the Debtors may, in certain

circumstances, be permitted to sell certain assets before seeking approval of a rejection or modification of Sections 1113 and 1114, they cannot put a sale in front of the §§ 1113/1114 negotiations in a blatant attempt to force a predetermined outcome.<sup>3</sup> To allow otherwise would permit Debtors to circumvent §§ 1113 and 1114 under the guise of a § 363 and use Bankruptcy as a weapon to destroy CBAs and retiree benefits. This is not allowed, and the Debtors sale should not be allowed here to the extent it precludes the good faith negotiations required by the Bankruptcy Code.

Accordingly, the UMWA respectfully requests that the Court deny the Motion (1) to the extent it seeks circumvent the §§ 1113 and 1114 collective bargaining process and (2) to the extent that it seeks to substitute the judgment of this court to the dictates of unidentified and unknowable future bidders on the Debtors' assets.

## **II. The Debtors' Proposed Sale is Impermissible Because it Violates § 1113(f).**

Bankruptcy Code 11 U.S.C. § 1113(f) provides: "No provision of this title shall be construed to permit a trustee [or debtor in possession] to unilaterally terminate or alter any provision of a collective bargaining agreement prior to compliance with the provisions of this section." Case law makes abundantly clear that a debtor cannot enter into an agreement for the sale of assets where the sale would necessarily affect the terms of a CBA unless and until the debtor complies with §§ 1113 and 1114. *See Am. Flint Glass Workers Union v. Anchor Resolution Corp.*, 197 F.3d 76, 80 (3d Cir. 1999) (finding DIP violated § 1113(f) when it entered into agreement for sale of assets which affected CBA relations without first complying with

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<sup>3</sup> "Good faith means more than merely going through the motions of negotiating: it is inconsistent with a predetermined resolve not to budge from an initial position." *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149 (1956) (Black, J., concurring); *NLRB v. Sw. Porcelain Steel Corp.*, 317 F.2d 527, 528 (10th Cir. 1963) ("[T]he parties can bargain, even to impasse on positions fairly maintained . . . But, they may not come to the bargaining table with a closed mind, i.e., a predetermined disposition not to bargain."); *see also Kellwood Co., Ottenheimer Div. v. NLRB*, 434 F.2d 1069, 1072 (8th Cir. 1970) (stating that "one party [who] makes it virtually impossible for him to respond to the other – knowing that he has done so deliberately – should be condemned by the same rationale that prohibits 'going through the motions' with a 'predetermined resolve not to budge from an initial positions'").

§ 1113(b)); *see also Visteon*, 612 F.3d 210, 229 (3d Cir. 2010) (finding a clear requirement under § 1114 that “retiree benefits must be continued without change until and unless a modification is agreed to” through the § 1114 process, and that all other bases for rejection are prohibited) (quoting S. Rep. No. 100-119) (emphasis in *Visteon*).

Yet, this is exactly what the Debtors are doing in their proposed sale. To be clear, the Debtors have: (1) failed to allow time for collective bargaining pursuant to §§ 1113 and 1114 prior to a sale of substantially all of their assets; (2) indicated that they will not engage in 1113/1114 negotiations until *after* the sale (*see* Doc. 354 at 12); and (3) failed to include the CBA, its obligations, or retiree benefits on its notice of executory contracts to be assumed or assigned in a sale. Given the express requirements contained in the CBA that its obligations succeed to *any* purchaser or assignee of the assets covered under the agreement, then unless the purchaser of the Debtors’ assets assumes the CBA and retiree benefit obligations without modification, the Debtors **have already rejected CBA provisions and violated § 1113(f) of the Bankruptcy Code.** *See In re: Journal Registrar Co.*, 488 B.R. 835, 840 (Bankr. S.D. NY 2013) (Judge Bernstein stating that “a sale under Bankruptcy Code §363 *cannot circumvent the condition imposed under the successor clause* absent compliance with §1113”) (emphasis added).

Under these circumstances, any sale that does not include assumption and assignment of the CBA and retiree benefit obligations must be denied. As previously noted, the UMWA stands ready, willing, and able to participate in good faith negotiations, on a workable timetable, in accordance with the provisions of the Bankruptcy Code and assist the process of moving this case forward in a timely and statutorily valid manner.



### **RESERVATION OF RIGHTS**

The UMWA reserves the right (i) to join in the objections of other parties in interest, including without limitation any objection of the Official Committee of Unsecured Creditors, (ii) to raise further and other objections to the sale prior to or at the hearing, and to amend, supplement or modify this Objection at any time prior to the hearing on the Motion, and (iii) to be heard before this Court with respect to the subject matter of this Objection or any other objection raised to the sale.

### **CONCLUSION**

Accordingly, based upon the foregoing, the UMWA asserts that this Court not allow a sale authorizes the Debtors to engage in bad faith and permits the circumvention of mandatory Bankruptcy Code provisions. The UMWA seeks whatever further and additional relief as the Court may deem appropriate.

Dated: September 1, 2020.

Respectfully submitted,

/s/ R. Scott Williams

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**CERTIFICATE OF SERVICE**

I hereby certify that on September 1, 2020, a true and correct copy of the foregoing was served via this Court's CM/ECF Noticing System on all parties receiving electronic notices in this bankruptcy case.

/s/ R. Scott Williams  
Of Counsel

# Exhibit A

**REMINGTON**

**COLLECTIVE BARGAINING  
AGREEMENT**

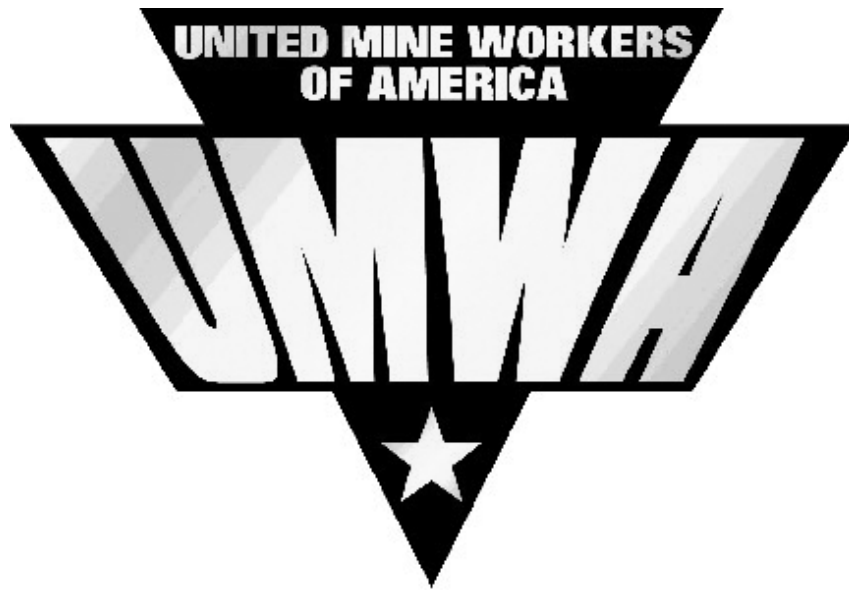
**Between**

**REMINGTON ARMS COMPANY, LLC**

**and**

**INTERNATIONAL UNION,  
UNITED MINE WORKERS OF  
AMERICA**

**2016 - 2022**



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# **AGREEMENT**

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## **Article I - Enabling Clause**

Effective this 16th day of December 2016, REMINGTON ARMS COMPANY, INC., hereinafter referred to as the PLANT or the EMPLOYER, and the INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA, hereinafter referred to as the UNION, in consideration of the mutual covenants herein contained have agreed and do agree as follows:

### **Section (a) Prior Agreements, Practices and Customs**

This agreement supersedes the collective bargaining agreements previously executed by the parties. There shall be no prior practices and customs observed at the Plant, unless identified in Appendix D. All previous agreements not contained in this agreement, will be superseded by this Agreement and to remain in effect must be signed and dated on or after the effective date of this Agreement.

## *Article I*

### **Section (b) Recognition**

The UNION has been and is recognized as the exclusive bargaining agency for the Employees of said Plant. This agreement pertains to only the unit to be recognized; it does not create any rights or obligations not expressly stated herein. All Employees shall be or become members of the UNION, to the extent and in the manner permitted by law.

### **Section (c) Non-Discrimination**

The PLANT and the UNION affirm the policy of nondiscrimination against any Employee or applicant for employment because of age, disability (within the meaning of the ADA), race, creed, religion, color, sex, national origin, ancestry or political activity (whether intra-UNION or otherwise) with respect to wages, hours and working conditions.

### **Section (d) Definitions**

Wherever the following terms are used in this Agreement, they are defined as follows:

## *Article I*

(1) The term “PLANT” shall mean the Ilion Plant of Remington Arms Company, LLC located at 14 Hoefler Avenue, Ilion, New York 13357 or any location that comes to be owned by the Remington Arms Company, LLC that is located within one hundred (100) miles of the current Plant located in Ilion to which work currently performed at the Plant is transferred. Recognition rights at any such new facility will be determined in accordance with the side letter agreement found in Appendix D.

(2) The terms “Employee” or “Employees” shall mean any or all of those employees at the Plant included within the bargaining unit covered by this Agreement.

(3) The terms “Current Employee” or “Current Employees” shall mean only those employees hired before September 11, 1997.

(4) The terms “New Employee” and “New Employees” shall mean only those employees hired on or after September 11, 1997.

## *Article I*

(5) When the term “Employee(s)” or a personal noun or pronoun appears in this Agreement, it shall be understood to refer to either the masculine or feminine gender or both as applicable in the context in which it appears.

### **Section (e) Payroll Deduction**

(1) The PLANT will deduct the membership dues, including initiation fees and assessments, or the legally required equivalent thereof, of the UNION and its various subdivisions, prescribed by the UNION, and other authorized deductions, from the salary payable within the month of an Employee who authorizes the PLANT to make such deductions on a form entitled United Mine Workers of America Checkoff Authorization Form during the term of this Agreement.

(2) All sums deducted in this manner shall be turned over by the PLANT to the designated representatives of the UNION, together with a statement listing the names and social security numbers of all unit Employees and the

## *Article I*

amount checked off for each authorized deduction.

### **Section (f) Successorship**

In consideration of the UNION'S execution of this Agreement, the EMPLOYER promises that the PLANT covered by this Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the successor's agreement to assume the EMPLOYER'S obligations under this Agreement including Appendix A. Immediately upon the conclusion of any such sale, conveyance, assignment or transfer of the PLANT, the EMPLOYER shall notify the UNION of the transaction. Such notification shall be by certified mail to the Secretary-Treasurer of the International Union and shall be accompanied by documentation that the successor obligation set forth herein has been satisfied.



## *Article II*

### **Article II – Scope and Coverage**

#### **Section (a) Work Jurisdiction**

All current bargaining unit work including processes related to the production and processing of firearms and routine repair and routine maintenance work normally performed at the PLANT, and bargaining unit work of the type customarily related to all of the above performed at the Plant shall be performed by bargaining unit Employees of the EMPLOYER covered by and in accordance with the terms of this Agreement, except as otherwise specified herein.

#### **Section (b) Exemptions Clause**

It is the intention of this Agreement to reserve to the EMPLOYER and except from this Agreement an adequate force of supervisory employees to effectively conduct the safe and efficient operation of the PLANT and at the same time, to provide against the abuse of such exemptions by excepting more such employees than are reasonably required

## *Article II*

for that purpose.

Exempt employees under this provision are salaried employees exempt under the Fair Labor Standards Act including the Plant Manager, his assistants and their staff, Supervisory employees, with authority to hire, discharge, promote, transfer, or otherwise effect changes in status of Employees or effectively to recommend such action. In the event of a vacancy (by attrition or otherwise), tool designers also are excluded from the bargaining unit and the work shall not constitute bargaining unit work. All non-exempt employees excluded from the bargaining unit will retain such status. All other Employees working in or around the PLANT shall be covered by this Agreement, except as otherwise specified herein.

The UNION will not seek to organize or ask recognition for such exempt employees during the life of this Agreement. The EMPLOYER shall not use this provision to exempt from the provisions of this Agreement more persons

## *Article II*

than are necessary for the safe and efficient operation of the PLANT.

Work will not be considered bargaining unit work in the event that an employee is temporarily assigned to perform work performed by employees excluded from the bargaining unit.

### **Section (c) Supervisors Shall Not Perform Classified Work**

Supervisory employees shall perform no classified work covered by this Agreement except in emergencies and except if such work is necessary for the purpose of training or instructing bargaining unit Employees. Plant Management retains the right to audit operations which may include measuring and gauging components and auditing finished product as well as engineering support for product development and troubleshooting so long as the number of bargaining unit Employees currently performing such work is not eliminated or reduced. When a dispute arises under this section, it shall be adjudicated through the grievance and arbitration

## *Article II*

procedures covered by this Agreement and in such proceedings the following rule will apply: the burden is on the EMPLOYER to prove that classified work has not been performed by supervisory personnel.

### **Section (d) Management of the PLANT**

#### **(1) Management Rights**

The UNION recognizes and agrees that, except as specifically limited by the express provisions of this Agreement, the PLANT maintains the sole and exclusive right to manage its business in such a manner as the PLANT shall determine to be in its best interest. The exercise or nonexercise of the rights retained by the PLANT shall not be deemed to waive any such rights or the discretion to exercise any such rights in some other way in the future.

#### **(2) Most Favored Nations**

During the term of this Agreement should the UNION either (A) enter into an agreement with any other competing firearm manufacturer (with comparable

## *Article II*

gross sales) other than Remington Arms Co., LLC or any of its component divisions, the terms or conditions of which agreement are more advantageous to the other employer than those contained in this Agreement; or (B) Countenance a course of conduct by any other comparable competing firearms manufacturer signed to an agreement with the UNION, which course of conduct enables the other employer to operate under more advantageous terms and conditions than are provided for in this Agreement, the PLANT shall be privileged to adopt such advantageous terms and conditions upon written notice to the UNION of its intent to do so.

### **Section (e) UNION'S Rights**

(1) Authorized representatives of the District and the International will be allowed access to the PLANT property to insure compliance with this Agreement, after giving notice and their reason for seeking access. The President, International Vice Presidents, Field Representatives and International Safety Repre-

## *Article II*

sentatives and Secretary-Treasurer of the International Union will be granted access to the PLANT provided that such officials have given a minimum of 48 hours advance notification and reason of their desire to visit, provided there is no interference with production. The EMPLOYER shall provide candidates for UNION office reasonable opportunity to campaign among its Employees during their non-working hours and in non-working areas, provided there is no interference with production. The EMPLOYER further agrees to provide space on PLANT property for the holding of UNION elections and the ratification of collective bargaining agreements. However, the UNION agrees that there shall be no solicitation or UNION meetings or promotional UNION activity on PLANT time.

(2) The Local Union President, Vice President, Financial Secretary, Recording Secretary and Employees who are either elected or appointed to the Joint Labor-Management Communications Committee, the Health and Safety

## *Article II*

Committee, and the Grievance Committee shall have the right of movement throughout the PLANT in the performance of their official duties, provided the UNION officials noted above do not unreasonably interfere with the production of Employees. Local Union Officers and committee member shall seek permission from their supervisor to leave their work area in order to meet their responsibilities as outlined within this Agreement. Permission will be granted unless there is a justifiable business reason for denying such permission. Once permission has been granted, the Employee will be paid their regular rate as long as the responsibilities are carried out during the Employee's regular work hours.

(3) UNION officials noted above in subsection (2), with proper advance notification to Human Resources, will be excused to participate in UNION activities. In cases where multiple UNION officials noted above in subsection (2) are requesting to be excused for multiple days, the request shall be submit-

## *Article II*

ted as far in advance as possible but no less than two (2) working days prior to the requested time off. In cases of District or International Conventions or conferences, no more than ten (10) Employees shall be excused to attend. Employees who have an official request for a leave of absence shall be granted leave to serve as District or International officers or representatives and shall retain their seniority and accrue seniority while they are on such leave. Employees who have an official request for a leave of absence shall be granted leave to accept a temporary UNION assignment, not to exceed four (4) consecutive months, and to return to their former jobs and shifts. No more than two (2) Employees may accept such temporary UNION assignments at the same time. Permanent UNION appointees and those Employees who are elected to District or International office shall be entitled to return to a job, provided that Employees with greater seniority at the PLANT are not on layoff.



### *Article III*

#### **Section (f) Contracting and Subcontracting**

Notwithstanding anything to the contrary in this Agreement, the PLANT has the unlimited right to contract out or transfer work.

### **Article III - Wages and Hours**

#### **Section (a) Basic Workday**

The regular or basic “workday” shall begin at 7:00 am and end the following day at 7:00 am. The EMPLOYER may designate other “workdays” for individual Employees or groups of Employees following discussion of the need to do so with the Local Union.

#### **Section (b) Basic Workweek**

The regular or basic “workweek” shall begin Monday at 7:00 a.m. and shall end the following Monday at 7:00 am. The EMPLOYER may designate other “workweeks” for individual Employees or groups of Employees following discussion of the need to do so and agreement by the Local Union. The EMPLOYER

### *Article III*

may institute the following schedules for select departments:

1st shift -- 6:30 AM to 3:00 PM

2nd shift -- 2:30 PM to 11:00 PM

3rd shift -- 10:30 PM to 7:00 AM

An Employee's schedule will not be changed without seven days prior notice. In the event the parties are unable to reach agreement regarding the work week change, the EMPLOYER may implement the change, subject to the UNION's right to file a grievance and submit the matter to arbitration for final resolution. In cases where the change is of a single week duration, the agreement and notice provisions of this section shall not apply, but the affected Employee(s) will be given as much notice as possible.

#### **Section (c) Overtime Pay and Premium Pay**

(1) Overtime pay at one and one-half times the Employee's regular rate will be paid for:

### *Article III*

(A) All hours worked at the direction of management in excess of eight (8) hours in any period of twenty-four (24) consecutive hours. This provision shall not be applicable if the excess hours worked are at the request of the Employee.

(B) All hours worked in excess of forty (40) in the regular workweek.

(C) All hours worked on the Employee's sixth consecutive day.

(D) All hours worked on Saturday unless Saturday is included in the Employee's regularly scheduled workweek.

(2) Overtime pay at double the Employee's regular rate will be paid for:

(A) All hours worked on the Employee's seventh consecutive day.

(B) All hours worked on Sunday unless Sunday is included in the Employee's regularly scheduled workweek.

### *Article III*

(3) For the purpose of determining whether an Employee has worked a sixth or seventh day within the regular workweek as set forth in this Article, such Employee shall be considered to have performed a day's work when:

(A) The Employee works the regularly scheduled hours in a day.

(B) The Employee is off work due to a Holiday or other Contractual day.

(C) The Employee is excused for part of the day by management.

(D) The Employee is absent a full day as a result of being sent home due to lack of work without prior notification not to report.

(4) Work on the seventh consecutive day and all holidays is optional. In the event all Employees refuse such work, management retains the right to assign the least senior Employees in the needed job title to work except as limited by Article IV, Section (a)(3).

### *Article III*

(5) An Employee who is required to work on one of his scheduled days of rest shall not be required to take compensating time off.

(6) Overtime opportunities shall be distributed on an equitable basis. The EMPLOYER is responsible for scheduling overtime and determining qualified Employees to perform overtime work. Weekend (and sixth and seventh day worked) overtime hours shall be distributed by the EMPLOYER among the Employees qualified to perform the work involved pursuant to the following guidelines:

(A) All shifts on a particular assignment working overtime:

(i) Ask regular operator(s) of that primary assignment on the shift that will be running.

(ii) If he refuses, ask other operators in the same Department, on the same shift, who are qualified to perform the work.

### *Article III*

(iii) If they refuse, the Supervisor shall select volunteers from the weekly list of employees from other departments and/or areas who indicate that they are available and willing to volunteer to perform work they are qualified to perform.

(iv) If they refuse, the EMPLOYER may assign the work to the least senior employee in the Area Manager's area qualified to perform the work (subject to Article III, Section (c)(8)).

(B) Only one shift of a multi-shift job working overtime:

The overtime opportunity will be offered to all regular operators of that assignment on all shifts on an equitable basis. Management reserves the right to schedule the specific hours of such overtime work. If there are an insufficient number of volunteers, the EMPLOYER may assign the work

### *Article III*

to the least senior regular operators of that assignment.

Note that in emergency situations, the EMPLOYER will take whatever steps are necessary to keep a job running and assure no break in the production flow.

(7) When more than one rate is applicable to the same hours of work, the rates shall not be pyramided, but only the highest single rate applicable shall be paid. Any hours paid for at any overtime rate, except hours worked on Holidays, shall not be used again for the purpose of determining any other overtime hours. When time and one-half ( $1\frac{1}{2}$ ), two (2), or two and one half ( $2\frac{1}{2}$ ) times rates are paid for hours worked, such hours shall be considered overtime hours.

(8) If there are an insufficient number of volunteers for overtime pursuant to Subsection (6) of this Article III(c), then the EMPLOYER may require mandato-

### *Article III*

ry overtime of up to ten (10) hours per work week consisting of work shifts not to exceed:

i. Up to ten (10) hours on the first five (5) days of any scheduled work week (i.e., not to exceed two (2) hours of mandatory overtime per shift).

ii. Six (6) hours on the sixth (6th) day worked.

(A) The EMPLOYER has the right to determine the hours of work and determining qualified Employees to perform overtime work.

(B) Employee absences during mandatory overtime and voluntary overtime once accepted by the Employee shall be logged on the Employee's work history and counted as an unexcused absence in the Attendance Policy.

(C) Overtime shall not be applicable for the Short Term Disability Pay Plan or vacation considerations.



### *Article III*

(D) Employees shall be given twenty-four (24) hour advance notice of mandatory overtime scheduled on the sixth (6th) consecutive day to be worked. By way of example, if an Employee is going to be scheduled for mandatory overtime on a Saturday, the Employee shall be informed of the assignment by the end of his shift on Thursday.

(E) Employees shall be given two (2) hour advance notice of mandatory overtime scheduled on any scheduled work day of the work week (i.e., Monday through Friday) prior to the scheduled end of the shift. By way of example, employees who are going to be scheduled for two (2) hours of mandatory overtime on a weekday must be notified by 1:00 PM if the shift is scheduled to end at 3:00 PM.

(F) If an employee has an approved scheduled full or half-day vacation day on the fifth (5th) day (per Article V, Section (c)), the employee will be exempted from mandatory overtime

### *Article III*

on that sixth (6th) day of work in that work week.

(G) If Labor Day and/or Memorial Day is celebrated on a Monday, employees will be exempted from mandatory overtime on the sixth (6th) day of work in the prior work week. Employees will be exempted from mandatory overtime on the sixth (6th) day of work in the work week in which Good Friday is celebrated.

#### **Section (d) Standard Daily Wage Rate**

The Employee's Standard daily wage rate as used herein shall be calculated in accordance with the following formula:

Employee's Established  
$$\frac{\text{Monthly Salary} \times 12}{52 \text{ Weeks} \times 40 \text{ Hours Per Week}} = \text{Straight Time Rate (Per hour)}$$

The term regular rate as used herein shall mean the straight time rate plus shift differential, if any, but excluding all other payments.

*Article III*

**Section (e) Hourly Wage Rates and Shift Differential**

**(1) Hourly Wage Rates**

(A) The four (4) Level Pay Structure is included in this Agreement as Appendix A. This structure will remain the same during the life of this Agreement however, all Employees actively employed on the effective date of this Agreement will receive:

Effective Date	Amount
October 30, 2017	3%
October 29, 2018	3%
November 4, 2019	3%
November 2, 2020	3%
November 1, 2021	3.5%

(B) Appendix B lists each of the pay levels and the job titles and job code numbers incorporated within each pay level. The EMPLOYER shall not introduce additional pay levels or job titles during the life of this Agree-

### *Article III*

ment or combine existing job titles or pay levels without discussions with and agreement by the Local Union. In the event the parties are unable to reach agreement regarding the appropriate pay level and job code number, the EMPLOYER may implement the change, subject to the UNION's right to file a grievance and submit the matter to arbitration for final resolution.

(C) Signing bonus – employees actively employed by the Employer as of the Effective Date of the Agreement shall be paid Five Hundred Dollars (\$500), less lawful deductions, to be paid on or before December 21, 2012.

#### (2) Shift Differential

An Employee permanently scheduled or temporarily assigned to work between the hours of 3:30 p.m. (or 3:00 p.m. in the event that the applicable 1st shift is changed to 6:30 to 3:00 p.m.) and 7:00 a.m. shall receive a night shift differential amounting to ten percent

### *Article III*

(10%) of the applicable rate for Current Employees and \$0.75 per hour for New Employees for such hours, according to the procedures in paragraphs (A) through (E) of this Section. No shift differential shall be paid when such hours worked at the request of the Employee.

(A) A day shift Employee shall receive shift differential when the hours worked in a workday amount to four or more\* between the hours of 3:30 pm (or 3:00 p.m. in the event that the applicable 1st shift is changed to 6:30 to 3:00 p.m.) and 7:00 am, and provided the Employee worked his normal shift and the hours qualifying for shift differential are an extension of that shift.

\*Employees scheduled to begin work at 4:00 a.m. will receive shift differential for those hours worked between the hours of 4:00 a.m. and 7:00 a.m.

(B) A day shift Employee shall receive shift differential for all hours worked between 3:30 p.m. (or 3:00 p.m. in the event that the applicable

### *Article III*

1st shift is changed to 6:30 to 3:00 p.m.) and 7:00 a.m. provided the Employee worked his normal shift and a break in work of one hour or more occurs between the normal shift and those hours qualifying for shift differential.

(C) If the majority of hours worked by a day shift Employee are worked on a night shift (3:30 p.m. [or 3:00 p.m. in the event that the applicable 1st shift is changed to 6:30 to 3:00 p.m.] to 7:00 a.m.), he will be paid according to paragraph (D) of this Section.

(D) A second or third shift Employee shall receive shift differential for all hours worked on his normal shift, as well as for all hours worked which are an extension of his normal shift, provided he works his normal shift.

(E) If the majority of hours worked by a second or third shift Employee are worked on the day shift (7:00 am to 3:30 pm or 6:30 a.m. to 3:00 p.m.,

### *Article III*

whichever is applicable), he will be paid according to paragraphs (A) and (B) of this Section.

(F) Night shift Employees may be temporarily assigned by the EMPLOYER to work the day shift. When these Employees are reassigned to days, they will continue to receive their night shift differential provided the employee temporarily remains on the day shift at the request of the Employer and actually works on the day shift.

This policy will not apply when:

- (i) The request to work the day shift is originated by the Employee.
- (ii) Supervision determines a need for retraining due to a lack of performance on the part of the Employee.
- (iii) An Employee who does not presently work on the night shift who is a successful bidder to a night shift job which requires

## *Article IV*

training on the day shift and is accordingly assigned to days for initial training.

(iv) An employee is moved pursuant to a medical restriction.

An Employee who presently works on the night shift and presently receives a night shift differential who is a successful bidder to another night shift job which requires training on the day shift and is accordingly assigned to days for initial training will continue to receive the applicable night shift differential for the duration of the initial training.

## **Article IV – Holidays**

### **Section (a) Holidays Observed**

(1) In each year of this Agreement there shall be eleven paid Holidays:

New Year's Day  
Good Friday  
Memorial Day  
July 4th



#### *Article IV*

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
December 24 – day before Christmas  
Christmas Day  
Employee's Birthday  
Plant Floater

(2) With the exception of the Employee's Birthday and the Plant Floater, foregoing Holidays shall be celebrated on the legally designated days.

(3) Employees will be exempted from mandatory work on the paid holidays noted above in Section (a)(1) of this Article.

#### **Section (b) Saturday and Sunday Holidays**

(1) When any of the foregoing Holidays falls on Saturday, the preceding Friday will be observed as the Holiday.

## *Article IV*

(2) When any of the foregoing Holidays, except December 24, falls on Sunday, the following Monday will be observed as the Holiday.

### **Section (c) Plant Floater and December 24**

(1) The date of celebration of the Plant Floater Holiday will be selected by each individual Employee to be scheduled in accordance with the provisions for scheduling vacations as set forth in Article V.

(2) When December 24 falls on Friday, the preceding Thursday will be observed as the Holiday. When December 24 falls on Sunday, the following Tuesday will be observed as the Holiday.

### **Section (d) Pay for Holidays Worked**

Employees who work on the foregoing Holidays, including designated birthday Holidays, shall be paid at one and one-half (1 ½) times the Employee's regular rate for all such hours worked, and in addition, will be paid a Holiday allowance calculated at the Employ-

## *Article IV*

ee's regular rate for the hours normally scheduled on the day of the workweek, or the Employee shall be paid overtime pay at two and one-half (2 ½) times the Employee's regular rate for such Holiday hours worked, whichever yields the greater pay.

### **Section (e) Pay for Holidays Not Worked**

Employees who do not work on the foregoing Holidays will be paid their regular earnings for such day, including regularly scheduled overtime rates. In order to qualify for Holiday pay for Holidays not worked, the Employee must work both on the Employee's last scheduled day prior to the Holiday and on the Employee's next scheduled day following the Holiday, unless excused from work on such days by PLANT management.

### **Section (f) Birthday Holidays**

With supervisory approval, an Employee may elect to float his/her birthday to any regularly scheduled workday within the calendar year in which the

## *Article IV*

birthday falls except for Sunday, a day of vacation or a recognized PLANT wide holiday.

(1) Employees will be asked in order of seniority to schedule their birthday Holiday prior to any vacation scheduling each year.

(2) Employees who choose not to float their birthday Holiday and elect to take the day of their birthday off, will have preference over any employee floating the Holiday or scheduling a split day of vacation.

(3) If an Employee elects not to schedule the birthday Holiday floater prior to vacation scheduling, the birthday Holiday will not take preference over vacation days but will be granted on a first-come first-served basis. The birthday Holiday will be given consideration along with any late vacation requests.

(4) If the Employee's birthday falls during a scheduled week of vacation, the Employee may reschedule the extra

## *Article V*

vacation day at some other time during the calendar year following established split vacation guidelines.

(5) Employees will observe their birthday Holiday on the day selected. In emergency situations, however, an Employee's birthday Holiday may be granted or changed with approval of Area Supervision prior to the start of the shift during which the Holiday was to be celebrated.

### **Section (g) Time of Payment**

Payment for Holidays not worked shall be included with pay for the pay period in which the Holiday occurs.

## **Article V – Vacation**

### **Section (a) Regular Vacation**

Employees will qualify for up to five (5) weeks of regular vacation under the following formula:

Two weeks after one (1) year of service

## *Article V*

Three weeks after five (5) years of service

Four weeks after ten (10) years of service

Five weeks after twenty (20) years of service

### **Section (b) PLANT Shutdown**

The EMPLOYER shall have the option of declaring a full or partial vacation shutdown for up to 10 working days during any calendar year of this Agreement. If the EMPLOYER elects this option it will notify the Local Union President by January 15th of the year so elected of the scope of the shutdown and affected employees. The Employer agrees not to cancel or reschedule any scheduled shutdown after March 1st of the year for the remainder of the calendar year except if due to circumstances beyond the control of the Employer (e.g., acts of god, fire, etc.). One of the two weeks elected for shutdown shall occur during the time period of June 1 - August 31. If the EMPLOYER elects

## *Article V*

to exercise the right to shut down the PLANT, up to 10 working days of an Employee's regular vacation may be assigned to these shutdown periods. Vacation shutdown weeks may include observed Holidays covered by this Agreement. In such cases the EMPLOYER may assign vacation only to those days not covered by Holidays for a combined total of five (5) days during the shutdown week.

### **Section (c) Staggered Vacation**

Any vacation other than vacation described in Section (b) above, shall be scheduled by the EMPLOYER at times desired by the individual Employees provided the Employee requests the vacation two (2) working days prior to the actual vacation. Notwithstanding the foregoing, an Employee may request to use no more than three (3) vacation days per calendar year with less than two (2) working days notice prior to the actual vacation. The EMPLOYER may excuse the two (2) working day prior request requirement in the event of a verifiable

## *Article V*

severe weather condition. Vacations shall be scheduled by Employees in accordance with the past practice of vacation scheduling, recognizing production needs and the Employee's right to schedule vacation in weekly segments or split action of single day or ½ day segments.

### **Section (d) Work During Shutdown**

In the event the EMPLOYER declares a vacation shutdown between the months of June 1 – August 31, Employees who are required to work during the shutdown shall be assured of scheduling equal days off during the months of June, July, or August, if they so desire.

### **Section (e) Time of Payment**

(1) Vacation payment for three (3) or more consecutive days vacation shall be made by separate check no later than the last pay day immediately preceding the beginning of the respective vacation periods, providing advanced vacation forms are turned into the Payroll Department in a timely fashion. Any va-



## *Article V*

cation of less than three (3) consecutive days will be paid in the same pay period in which the regular work for that week will be paid.

(2)

(A) Employees who leave their employment (for reasons other than discharge for just cause) prior to receiving vacation pay shall receive their pro rata share of vacation payment earned for each of the qualifying years (i.e., first, fifth, tenth, and twentieth) by their second regular pay period from the time their employment is severed according to the following guidelines:

- If the Employee leaves employment during or after their anniversary month, they will receive full pay for the additional week of vacation earned.
- Should the Employee leave employment before their anniversary month, their additional week

## *Article V*

of vacation pay will be reduced by 1/12 of a week for each month the Employee leaves prior to the anniversary month. For example, an Employee with an anniversary month of July who wants to leave in February of a qualifying year will be leaving five (5) months prior to his anniversary month and will therefore have the additional week's vacation pay reduced by 5/12's of a week.

(B) Employees who leave their employment (for reasons other than discharge for just cause) prior to receiving vacation pay in the years between qualifying years, shall receive full vacation pay based on their years of service outlined in Section (a) of this Article.

(C) Any vacation previously paid during the calendar year will be considered part of total allotment.

### **Section (f) Obligation for Payment**

## *Article VI*

Failure of the EMPLOYER to make full and prompt payment of the amounts required hereby, in the manner and on the dates herein provided, shall at the option of the UNION, be deemed a violation of this Agreement. This obligation shall be a direct and continuing obligation of the EMPLOYER during the life of this Agreement; and it shall be deemed a violation of this Agreement if the PLANT, to which this Agreement is applicable, shall be sold, leased, subleased, assigned or otherwise disposed of for the purpose of avoiding the obligation hereunder.

### **Article VI – Allowance**

#### **Section (a) Bereavement Pay**

(1) An Employee who is excused from work because of death in the Employee's immediate family, shall be paid the Employee's regular rate of pay for the Employee's scheduled working hours excused for a maximum of three (3) scheduled working days, starting on the day of death or on the day following

## *Article VI*

death to and including the day after the funeral, but in no event extending beyond the day after the funeral. A member of the Employee's immediate family shall be limited for the purpose of this Section to Mother, Father, Step-Parent, Mother-in-law, Father-in-law, Sister, Brother, Husband, Wife, Son, Daughter, Step-child, Grandparent and Grandchild of the employee. No pay allowance shall be granted in the case where, because of distance or other cause, the Employee does not attend the funeral of the deceased. In instances of distant death, where a local memorial service is held, Employees will be excused with pay, for up to eight hours, on the day of the service.

(2) Spring interment or split time off (funeral and interment at a later date) may be granted as long as it does not exceed three (3) working days in total time off. If an Employee is on vacation and a death occurs in the family, days used under the above provisions may be rescheduled at a later date.

## *Article VI*

(3) In case of death of a Brother-in-law\*, Sister-in-law\*, Son-in-law, Daughter-in-law, an Employee may be excused from work up to eight (8) hours on the day of the funeral and shall be paid the Employee's regular rate of pay for the working hours excused. No pay allowance shall be granted in the case where, because of distance or other cause, the Employee does not attend the funeral of the deceased. Notice of such deaths must be given to the Employee's supervision as soon as it is reasonably possible. In instances of distant death, where a local memorial service is held, Employees will be excused with pay, for up to eight hours, on the day of the service.

(4) The hours thus paid for but not worked shall not be used in computing overtime pay for hours worked in excess of forty (40) in the workweek, nor shall Such days be counted as days worked in determining whether the Employee has worked a sixth (6th) or seventh (7th) day in the regularly scheduled workweek.

## *Article VI*

(5) The EMPLOYER may require verification of death and relation to the Employee.

\*Brother-in-law and Sister-in-law are defined as the spouse of the Employee's Brother or Sister and the Brother or Sister of the Employee's spouse.

### **Section (b) Jury Duty**

When an Employee is called for jury duty service, he shall be excused from work for the hours he is required to appear in court and for time granted by supervision for the Employee to prepare for jury duty (travel time, clothes change, etc.). The amount of this time will be determined at the discretion of the EMPLOYER's supervisor. Employees attending jury duty will be paid their regular rate for the excused hours they would have been scheduled to work, not to exceed eight (8) hours for any one day and shall be allowed to retain jury fees received for jury duty service. Time absent for jury duty will be paid as excused jury duty. An Employee called to jury duty while on va-

## *Article VI*

cation (other than previously scheduled vacation shutdown) will be permitted to reschedule vacation beginning with the first day of jury duty. Employees who have been selected to jury duty must complete proper PLANT forms and return them to their supervision each week of jury duty service.

### **Section (c) Reporting Pay and Call - In Pay**

(1) An Employee who reports for scheduled work, without prior notification not to report, shall be retained for the half-day period and given such useful work as may be at hand at the Employee's regular rate. If the Employee is offered and does not accept substitute work, the Employee will be paid only for the time spent at the PLANT until such work is offered. This provision does not apply to cases where work is not available for reasons beyond the EMPLOYER's control, such as power failure, fire, or serious mechanical difficulties affecting an entire area, or in cases where Employees return to work

## *Article VII*

following unexcused absences without notifying their supervision. Disability pay shall not be paid during periods of PLANT shutdown beyond the EMPLOYER's control.

(2) An Employee who is called in and reports for work between regular shifts with less than eight (8) hours notice shall receive a call-in allowance of two (2) hours pay at the Employee's regular rate, in addition to any other pay to which may be entitled.

### **Section (d) Military Duty**

Employees required to perform military service will receive compensation, rights and benefits per the Remington Military Leave Policy, as amended from time to time by the EMPLOYER.

### **Article VII – Joint Labor – Management Communication Committee**

The parties recognize that the prosperity and efficiency of the PLANT are dependent upon their ability to work cooperatively. In order to further implement this expression of purpose, Joint



## *Article VII*

Labor-Management Communication Committee shall be established at the PLANT. The UNION representation on this committee shall be the Local Union Executive Board. The EMPLOYER shall designate its representatives to the Committee. Neither party shall have more than six (6) representatives on the Committee. The Committee shall meet at mutually agreeable times, but no less than once a month. The function of the Committee shall be to identify problem areas, exchange information and to seek to develop a good working relationship within the PLANT. Representatives from the UNION or the EMPLOYER may suggest areas of special concern or interest as topics of discussion during these Committee meetings, as long as they are consistent with the purpose of this Committee and the provisions of this Agreement.

## *Article VIII*

### **Article VIII – Health and Safety**

#### **Section (a) Right to a Safe Working place**

Every Employee covered by this Agreement is entitled to a safe and healthful place to work, and the parties jointly pledge their individual and joint efforts to attain and maintain this objective. Recognizing that the health and safety of the Employees covered by this Agreement are one of the highest priorities of the parties, the EMPLOYER and UNION will continue to cooperate to reach the objective of eliminating accidents and health hazards, and will encourage Employees to use the procedures stated herein to reach that objective.

#### **Section (b) Health and Safety Committee**

(1) At the PLANT there shall be a Health and Safety Committee made up of nine (9) UNION members employed at the PLANT who are qualified by experience or training and selected by the

## *Article VIII*

Local Union. The Union shall be entitled to one (1) additional member of the Health and Safety Committee for every one hundred (100) employees employed over one thousand two hundred employees (1,200). The Local Union shall inform the EMPLOYER of the names of the Committee members. Committee members shall be deemed to be acting within the scope of their employment at the PLANT within the meaning of the applicable workers' compensation law, while in the performance of their duties as outlined within this Agreement. The Health and Safety Committee shall select, from among its members, a Chairman who shall coordinate the activities and functions of the Committee and who will serve as their representative on the Central Safety Committee and the joint Labor-Management Communications Committee.

(2) A member of the Health and Safety Committee, assigned by the Committee Chairman, may participate with Management in the existing inspection program and scheduled Serious Poten-

## *Article VIII*

tial Incident investigations. The parties may mutually agree to increase the number of Health and Safety Committee members to participate in any given inspection program and/or scheduled Serious Potential Incident investigation.

(3) Employees should first report health and safety complaints or conditions to their immediate supervision. Members of the Health and Safety Committee will make every effort to ensure that the Employee has first brought the complaint to the attention of their immediate supervision before presentation to the Plant Safety Officer. Upon presentation of alleged health and safety complaints or conditions by the Chairman of the Health and Safety Committee or his designee to the Safety Officer, the UNION and the Safety Officer will schedule a joint investigation of the complaint or condition.

Management will notify the Chairman of the Health and Safety Committee or his designee of a complaint or accident

## *Article VIII*

as soon as practicable, using its best efforts to do so expeditiously. In furtherance of this objective, the Chairman of the Health and Safety committee or his designee shall provide the Safety Officer with a mobile phone number(s) by which to provide such notification. The Chairman of the Health and Safety Committee or his designee shall be given a copy of any incident report generated as a result of an injury to an Employee. A member of the Health and Safety Committee shall participate with the Safety Officer in the initial formal safety investigation if the Safety Officer determines that an investigation is necessary.

(4) PLANT Management and up to three (3) members of the Health and Safety Committee shall meet regularly at times arranged by the parties for the purpose of discussing health and safety matters. Meetings shall be held on a monthly basis or more frequently if needed. No more than three (3) members of the Health and Safety Committee shall be compensated, at their regular rate of pay, by the EMPLOYER for

## *Article VIII*

any lost time spent in these meetings.

(5) A member of the Health and Safety Committee, and an authorized representative of the International Union, shall be allowed to accompany each representative of any State or Federal agency regarding health and safety on an inspection of the PLANT.

(6) A member of the Health and Safety Committee, assigned by the Health and Safety Committee Chairman, shall be invited to attend Serious Potential Incident investigations, Joint Complaint Investigations and other scheduled safety sub-committee meetings. The parties may mutually agree to increase the number of Health and Safety Committee members to participate in any given Serious Potential Incident investigation. Time spent performing the above recognized Committee activities will be compensated at his regular rate of pay, by the EMPLOYER, if performed during the member's regularly scheduled work hours. Off shift employees will be scheduled to attend safety meetings as part of their regularly scheduled

## *Article VIII*

work hours.

(7) The UNION and the EMPLOYER agree that, prior to requesting intervention from a federal or state agency on any matter relating to employee health and safety, the UNION will present the issue to the EMPLOYER, which will then be given a reasonable period of time within which to respond. Only after receipt of the EMPLOYER's response, or the EMPLOYER's failure to respond, will the UNION seek such outside intervention.

(8) The Safety Officer shall each month provide the Health and Safety Committee with two copies of a list of all (i) first aid treatment cases and (ii) accidents reported to OSHA, which shall include, but not limited to the OSHA 200 log. Such report will reflect the nature of the injury and the location of the accident.

(9) The Health and Safety Committee shall attend annual Health and Safety Training of up to five (5) working days as agreed to by the UMW International.

## *Article VIII*

tional Union and the EMPLOYER. The training will be designed to improve Health and Safety knowledge skills. Committee members attending and participating in such training shall be paid at their regular rate of pay for lost working time by the EMPLOYER for attendance at the training.

### **Section (c) Settlement of Health or Safety Disputes**

When a dispute arises at the PLANT involving Health and Safety, an immediate, earnest and sincere effort shall be made to resolve the matter. If the dispute is not resolved by the Employee and his immediate supervisor, nor with the assistance of the Health and Safety Committee, the dispute will be adjudicated through the grievance procedure.

### **Section (d) Drug and Alcohol Testing**

(1) Employees shall be subject to the Freedom Group Drug Free Workplace Policy set forth in Appendix “D”.



## *Article IX*

### **Article IX – Seniority**

#### **Section (a) Definition of Seniority**

Seniority of Employees employed in the bargaining unit shall be the Employee's most recent date of hire at the PLANT adjusted for any previous period of unbroken seniority provided such seniority was not terminated in accordance with section (b) below.

#### **Section (b) Termination of Seniority**

Seniority shall be terminated upon the Employee's termination for just cause; voluntary resignation; transfer to a job outside the bargaining unit, expiration of recall rights after termination for lack of work; or failure to return to work as scheduled after completion of a leave of absence agreed to by the PLANT or the failure to return to work as scheduled. Employees who transfer to a job outside of the bargaining unit will lose their seniority and in the event the employee returns to the bargaining unit will be treated as a new employee. Employees who fail to return to work

## *Article IX*

as scheduled after the completion of a leave of absence necessitated by a disability of the employee will be entitled to reinstatement to an open position for which the employee has the required qualifications and the ability to perform the available work regardless of shift and/or level and the seniority the employee received prior to the leave of absence provided the employee returns to work within one (1) year from the scheduled completion of the leave of absence and successfully completes all pre-employment requirements/screenings (excluding any written examination, such as the Wonderlic examination).

### **Section (c) Probationary Period**

During the first one hundred eighty (180) calendar days of employment, a new Employee hired after the Effective Date of this Agreement will be subject to demotion, transfer, or termination by the PLANT and such action shall not be subject to Articles X and XI of this Agreement. Effective January 1, 2013, after ninety (90) days of continuous

## *Article IX*

employment, a new Employee will be eligible to participate in the Benefits of Choice set forth in Article XII, Section (b). After one hundred eighty (180) days probationary period, the Employee's seniority will be established in accordance with the provisions of Section (a) of this Article.

### **Section (d) Filling Vacancies**

When vacancies occur, they will be filled in the following order:

(1) To Employees qualified for the job, per provisions of the Job Bidding and Posting Procedure. If a 1st shift position is not filled pursuant to Section (l) of this Article, then the Employer will offer the position to any employee currently performing that primary assignment on either the 2nd or 3rd shifts that does not currently have bid rights. If the 2nd or 3rd shift employee accepts the position offered on the 1st shift, he shall not have bid rights for twenty-four (24) months in accordance with the Job Bidding and Posting Procedure (Section (k) of this Article). If a Level 4 position

## *Article IX*

remains unfilled, or if there is a vacant 2nd or 3rd shift Level 4 position as a result of an employee moving to the 1st shift by operation of this Step, then the vacant position will be posted for one (1) cycle, and thereafter filled by new applicants who will be trained to perform the work of the job (and said new applicant will not be entitled to any shift differential for any time spent training on the 1st Shift).

(2) To reasonably available former bargaining unit Employees laid off due to reduction of force and on a panel and possessing the necessary qualifications to step in and perform the work of the job at the time the job is awarded.

(3) To new qualified applicants to be hired and trained to step in and perform the work of the job. In the event there are vacant Level 3 positions on the 2nd or 3rd shifts, the Company may hire and train new applicants to step in and perform the work of the vacant Level 3 position.

## *Article IX*

If opportunities arise to bring products of any type currently manufactured elsewhere to the facility, Management reserves the right to permanently fill jobs associated with those products without regard to the provisions of Article IX section (d), Filling Vacancies, and such placements will not be subject to the Grievance Procedure under Article X section (b). Any openings that occur after the first year of production will be filled in accordance with the provisions of Article IX, section (d). During the first year of production, employees placed under this provision (other than employees transferred from other facilities where the products were previously manufactured) will be subject to displacement under Article IX, section (e), Reduction Realignment Procedure provided. However, during the first year of production, employees placed under this provision will not be subject to displacement under Article IX, section (f), the Temporary Reduction Realignment Procedure. This section does not apply to product designed and developed to

## *Article IX*

be produced at the facility.

### **Section (e) Reduction Realignment Procedure**

In the event the EMPLOYER determines that there is an “excess” of jobs within a job code in the bargaining unit, representatives of the EMPLOYER shall notify the Local Union and the parties will follow the process covered within this section. In all cases where the work force is to be reduced, Employees with the greatest seniority at the PLANT shall be retained provided that they have the required qualifications (as would normally be posted) and the ability to perform the available work. If at any time there is an excess within a training progression, those Employees in level 03 of the training progression will be added to the excess list and Employees on temporary assignments will be returned to their primary assignments for purposes of regression. When an excess occurs in normal progression positions, the least senior person in the progression will be excessed. Pri-

## *Article IX*

or to any excess process, all open jobs will be posted one cycle. Employees considered excess will be given twenty four (24) hour (excluding recognized Holidays and weekends) written notice prior to posting, if the business conditions indicate that the excess condition could reverse within the next six (6) months, which may allow some or all of the operators to return to their primary assignment, management may place the group of employees on Temporary Assignments during that period. All excessed employees will be shift realigned to days at the time the excess notice is given following the provisions of Article III, Section (b). Excess notifications will only be given on the first working day of the calendar week unless approved by the Plant Manager with agreement from the Union Officers. With exception of Emergency Vacation, no vacation will be authorized during the excess process for affected employees. Realignment or reductions of the work force shall be in accordance with the following guidelines:

## *Article IX*

(1) Once excess assignments are determined, if the Employees in those assignments are not the lowest senior Employees, they will replace the lowest senior Employees within the Department, level, job code and shift.

(2) Excessed employees will be given the option to select one (1) of the following options, by seniority:

(A) Accept any open position in an equivalent or lower pay level and retain current bid rights and retain preferential treatment.

(B) Accept any open position in a higher pay level provided the employee has the required qualifications and the ability to perform the available work. If this option is elected, it shall be treated as a job bid and the Employee will not be eligible to bid for twenty four (24) calendar months and will not receive preferential treatment to return back to the primary assignment that the Employee was excessed from.



## *Article IX*

(C) Bump the lowest seniority person in the PLANT in the same pay level and shift.

(D) If Employee(s) cannot preserve pay level and shift:

(i) Bump the lowest seniority person in the PLANT on their primary assignment regardless of shift.

(3) When Employee(s) have no options in their pay level, they will drop one (1) pay level at a time until their seniority entitles them to bump the lowest seniority person in the Plant in the pay level on their shift. If their seniority is insufficient to bump another employee, then the employee shall be placed on the Panel pursuant to Section (g) of this Article.

(4) Bidding restrictions will be removed for excessed Employees only. If an excessed employee is successful in bidding they will receive bid rights after twelve (12) months and retain pref-

## *Article IX*

erential treatment.

(6) In a bumping situation if shift and level are preserved, the Employee will not have bid rights restored for twelve (12) months following the date an excess offering was awarded.

(7) For purposes of regression, all Employees within code 742 (Department Specialist) will return to code 741 (Machine Line Operator) and all Employees within code 757 – Level 4 (Sub Assembly Specialist) will return to code 756 – Level 3 (Sub Assembly).

(8) Employees transferring for any reason between production and support departments will receive the second step of the pay level and will progress depending on performance. If the Employee left the support department within twenty-four (24) months and at the top of the rate of pay, the Employee will return to the support department at the top rate of the job.

(9) During any excess resulting in a layoff, the Volunteer Leave of Absence

## *Article IX*

(VOLA) procedure will be followed as per current practice.

### Section (f) Temporary Reduction Re-alignment Procedure

In cases where the Employer determines that it is necessary to temporarily cease or reduce production in certain work centers or groups of centers such that there is a “temporary excess” of jobs within a particular area manager’s area not to exceed four (4) calendar weeks, representatives of the Employer shall notify the Local Union and the parties will follow the process detailed in Appendix “D”.

### Section (g) Panel

Employees with seniority who are laid off because of a reduction in the work force shall be placed on a panel from which they shall be returned to employment on the basis of seniority as outlined in Sections (d)(2) and (k) of this Article.

## *Article IX*

### **Section (h) Panel Custodians**

A designated representative of the EMPLOYER and the Recording Secretary of the Local Union shall retain panel records. It shall be the obligation of laid off Employees, with seniority, to keep the custodians of the panel informed of any change of address and/or phone number where they may be regularly reached. Notice to the last known address of the laid-off Employee by certified mail shall be sufficient notice of recall. The Employee so notified may either accept or reject the job which is available; but if the Employee rejects a job which he has the ability to perform, or fails to respond within five (5) working days after receipt of such notice, or accepts but fails to report for work in a reasonable amount of time, his name shall be removed from the panel and he shall sacrifice his seniority rights at the PLANT.

## *Article IX*

### **Section (i) Panel Members Accrue Seniority**

Employees who are placed on the panel shall retain the seniority earned prior to their layoff, and, in order to protect their relative seniority standing, will continue to accrue seniority while on the panel.

### **Section (j) Right to be Recalled**

(1) Employees, with seniority, laid off for lack of work shall retain their seniority for five (5) years. Employees laid-off for lack of work may exercise their seniority in accordance with the provisions of this Article.

(2) Any person on the panel list who secures other employment during the period when no work is available for him at the PLANT shall in no way jeopardize his seniority rights while engaged in such other employment. However, any person on the panel list who secures other employment and does not return to work when there is available employment at the PLANT, shall sacri-

## *Article IX*

face his seniority rights at the PLANT and shall have his name removed from the panel list.

### **Section (k) Recall of Persons on Layoff Status**

When a job at the PLANT exists that is not filled by Employees within the active working force, the panel custodians will review the list and the EMPLOYER shall recall the appropriate person from the panel list to the job to be filled.

### **Section (l) Job Bidding and Posting Procedure**

(1) Eligibility: current Employees with one year (and for Employees hired after the Effective Date of this Agreement, two (2) years) or more of service will be eligible to bid open jobs unless the employee is not available to return to work within 30 work days from time of bid. All open jobs will be posted at the appropriate pay level for the job title as listed in Appendix B. The senior Employee, among those eligible bidders, with the required posted qualifications

## *Article IX*

and ability to perform the job will be awarded the job. If an excess situation exists, a non probational employee will be allowed to bid. If a non probational employee has been shift realigned, they will be able to bid for shift.

(2) Job Progressions: All open jobs will be posted at the level of the opening. If there is no successful bidder who meets requirements stipulated, a training bid (when appropriate) will then be offered at the training bid level (the training bid level is one step below the normal entry level for the position). In the event of a training bid, some minimal established requirements will be necessary to fill the opening. The successful bidder of a training bid will then take the responsibility to get education, etc. and demonstrate improvement in order to progress.

(3) Posting Procedure: Open jobs will be posted PLANT wide for three (3) working days. Open jobs within a progression will be filled by qualified people in the progression prior to posting.

## *Article IX*

Each posting will include:

- job title
- rate level
- shift
- department
- brief description of the job
- qualifications and experience needed
- degree required. If a degree is required, equivalent experience (as determined by the Employer) may be deemed satisfactory to satisfy this criteria.

### (4) Bidding Procedure:

(A) Open jobs, not filled by normal progressions, will be posted PLANT wide. Any Employee interested in the position must bid during the posting period. Skilled jobs will be awarded by seniority following successful interviews and demonstrations of skills (as determined by the Employer) and abilities. With the exception of skilled jobs, no job will be reposted waiving restrictions. Skilled



## *Article IX*

jobs may be reposted to provide for training bids when appropriate. Training bids will be awarded by seniority upon successful demonstrations of abilities and interviews. Any Employee restricted from bidding otherwise shall be allowed to bid on training bid positions. Once the posting has been removed from the boards the job posted cannot be withdrawn without agreement between the UNION and the EMPLOYER.

Team/group/line leaders may be awarded at the Employer's discretion. The Employer may consider external candidates for said positions.

(B) Successful bidders will be notified in writing. If the Employee is the senior qualified bidder, meets qualification and medical requirements to more than one job at a given time, the Employee will be given 24 hours (excluding recognized Holidays and week-

## *Article IX*

ends) from the time notified to select which bid to accept. If an employee elects to bid on a position, a successful bidder will not have the option of rejecting a successful bid. In the event an employee bids on multiple positions, he is required to accept one of the positions for which he is the successful bidder.

(C) Successful bidders after the Effective Date of this Agreement will be moved to the new assignment within thirty (30) calendar days following the award of the bid and the acceptance of the bid by the employee, unless an extension of time is agreed upon by both parties. If the new job involves transferring to a higher level of pay, and an extension beyond thirty (30) calendar days is required, the Employee will receive the higher level of pay, at one step above crossover, beginning on the thirty-first (31st) day.

## *Article IX*

In the event that a successful bidder is not moved to the new assignment within the afore-mentioned time periods, the employee's then current Operations Manager, or his designee, shall provide the successful bidder and the Union with a move date in writing within thirty (30) additional calendar days, unless an extension of time is agreed upon by both parties.

Employees transferring, for any reason, between Production and Support Departments will receive the second step of the pay level and will progress depending on performance.

(D) Preferential treatment shall be awarded to Employees who were "excessed" from a job back to the same primary assignment he/she was "excessed" or "bumped" from, for a period of 24 months from the date of the "excess", provided the Employee has not successfully bid to another job

## *Article IX*

opening in this 24 month period.

(E) If there are no qualified bidders (including Employees entitled to preferential treatment) or other bargaining unit personnel in need of a permanent assignment or the position is not otherwise filled pursuant to Section (d)(1) of this Article, the job may be filled by posting a training bid (if applicable) or by a qualified person from the layoff panel. If there are no qualified persons on the panel list, the job may be filled by hiring a new Employee.

(F) Employees will be restricted to one (1) bid per 24 month period throughout the term of this Agreement.

(G) Training of Employees shall take place on their normal shift,

## *Article IX*

unless such training is not reasonably available on that shift.

(5) Training: Appropriate training periods for successful bidders, excessed placements, new hires, and all other transfers should not exceed the following:

- Three (3) weeks for level three (3) jobs.
- Level four (4), level five (5) and level six (6) jobs will allow for reasonable amounts of training appropriate for the specific assignment.
- Training time for job moves will be determined by management based on the complexity of the assignment and the training required to operate the job safely.

Employees who are unable to satisfactorily perform jobs after the appropriate amount of training will, at the discretion of management, be declared non-performers and will be placed according to the Non-Performance section of this Agreement.

## *Article IX*

(6) Non-Performance: An Employee, not capable of performing all the requirements and duties of a job, will be placed by the Employment Office to an open job. An employee will be offered the opportunity to have a Union representative present during this process. This procedure will be available two (2) times per affected Employee during the duration of this Agreement upon the third time the employee is not capable of performing all the requirements and duties of a job, the employee will be discharged.

(7) Medical Placement Procedure: Employees with permanent medical impairments will be placed on jobs best suited for their permanent work restrictions and which are equal to or less than their existing rate of pay in accordance with the following procedure:

(A) Permanent medical impairment and work restrictions will be determined after consultation with the Medical Department.

## *Article IX*

(B) Employees with a permanent medical impairment will be placed in the first job for which they have the required skill and which meets their work restriction following the sequence outlined in Article IX, Section (e)

(2) A Union representative will be present during the process of determining placement with the Employee Relations Office.

Employees displaced by this process will also be handled in accordance with the same provisions as outlined in Article IX, Section (e) (2).

(C) This procedure does not apply to Employees who are temporarily impaired.

(D) Once employed, an Employee cannot be terminated or refused recall from the panel for medical reasons over his objection without the concurrence of a majority of a group composed of an EMPLOY-

## *Article IX*

ER approved physician, an Employee-approved physician, and a neutral qualified third party (if necessary), that there is a permanent medical condition or physical restriction which prevents the Employee from performing an established job, within the bargaining unit, which their seniority would entitle them to hold. Each party shall bear the cost of examination by the physician it designates and shall share equally the cost of examination by the qualified third party. Where the EMPLOYER challenges the physical ability of an Employee or panel member to perform his regular work and is subsequently proven wrong, the Employee shall be compensated for time lost due to the EMPLOYER's challenge.

### **Section (m) Temporary Assignments**

It is understood that to meet production needs employees may be moved to other assignments within their Supervi-



## *Article IX*

sor's department(s).

All primary assignments in a Supervisor's department(s) may not have full time employee(s) assigned. Assignments requiring less than a full time employee every day or is not operated on a full time basis will be covered by the flexibility of the employees in the Supervisor's department(s).

Additionally flexibility in the Supervisor's department(s) will be used to cover for absences, short term bottlenecks, short term fluctuations in the schedule and back filling for cross training. The parties recognize that there are instances where such assignments are necessary, and agree that temporary assignments may be made under the following guidelines:

Only if the reassignment is outside the Supervisor's department(s) will it be considered a temporary assignment.

(1) The temporary assigning of an individual employee shall not exceed one thousand four hundred forty (1,440)

## *Article IX*

hours worked (excluding hours worked on overtime on weekdays) in a rolling 12 month period after the Effective Date of this Agreement.

(2) Employees filling temporary assignments shall be compensated at the higher of the two rates involved (the regular rate of his normal job or the regular rate of his temporary assignment).

(3) All regular full time job openings that are determined to be greater than six (6) months in duration will be posted according to the provisions of the Job Bidding and Posting Procedure unless mutually agreed to by the EMPLOYER and the UNION.

(4) DCSI, time cards or their replacement will be the official record keeping system for tracking of temporary assignments. Employees will be responsible for recording any tempo-

## *Article IX*

rary assignment via DCSI, time cards or their replacement. The Grievance Committee Chairman will have access to this information.

(5) In the event that (x) an Employee cannot be assigned to a temporary assignment (by operation of this Article IX Section (m)(1)), (y) there is no available work in the Supervisor's department for which the employee is qualified, and (z) the employee declines to voluntarily accept any temporary assignment offered the employee, then the Employer may declare an excess for purposes of Article IX Section (e) (Reduction Realignment Procedure) or a temporary excess for purposes of Article IX Section (f) (Temporary Reduction Realignment Procedure).

### **Section (n) Utility Specialist**

(1) The parties agree to establish a new "Utility Specialist" type position.

(2) Job duties -- A Utility Specialist may be assigned to any assignment (indirect and/or direct) for which they are

## *Article IX*

qualified within the Plant (without limitation as set forth in Temporary Assignments, Article IX Section (m)). A Utility Specialist will not be assigned to any primary assignment; rather, a Utility Specialist will be expected to be qualified to perform a variety of assignments at the Employer's discretion.

(3) Compensation -- Utility Specialists will be classified as a Level 4 position; Utility Specialists filling an assignment shall be compensated at the higher of the two rates involved for the duration of the assignment (i.e., the regular Level 4 rate for the Utility Specialist position or the regular rate of the assignment, whichever is higher).

(4) Mandatory overtime – for purposes of Article III, Section (6)(A), a Utility Specialist may be mandated for overtime based on their seniority to any position to which they are qualified to perform the work (subject to Article III, Section (c)(8)).

(5) Filling the position:

## *Article IX*

(A) The Employer may establish Utility Specialist positions not to exceed ten percent (10%) of the employees (rounded up to the next whole number) employed in the Plant at the time the Utility Specialist position is created and filled.

(B) Initially, the number of Utility Specialist positions established by the Employer in any given area (and department if appropriate) on any given shift will be filled at the Employer's discretion with due consideration to seniority.

(C) Thereafter, any vacancies in the Utility Specialist positions will be filled pursuant to the Job Bidding and Posting Procedure (Article IX, Section (1)). The Employer may elect to not fill a Utility Specialist position.

(6) Excess – In the event of any excess (pursuant to Article IX, Section (e)) or a temporary excess (pursuant to Arti-

## *Article IX*

cle IX, Section (f)), the Utility Specialist position will be considered a job code in the bargaining unit (i.e., a primary assignment) in the home department assigned to the employee.

### **Section (o) Separation Pay**

(1) The receipt of separation of pay provided under this Article is conditioned upon the separation of an Employee from the active workforce employment rolls as laid-off due to lack of work during the term of this Agreement.

(2) An Employee who has one (1) year or more of service shall be paid separation pay each time he is terminated because of lack of work, except that such pay will not be paid when:

(A) He accepts, before his separation becomes effective, a job at any REMINGTON ARMS COMPANY, LLC's location;

(B) He is pensioned;

(C) He resigns his employment;

## *Article IX*

(D) He is scheduled off from work temporarily due to curtailment or cessation of operation caused by;

i. Fire, flood, power failure, transportation difficulties, material shortages, and the like; or

ii. Any emergency condition beyond the direct control of the EMPLOYER. When an Employee is “scheduled off” for such reason for a definite or indefinite temporary period, he shall not be considered as terminated for the purpose of this Article; or

(E) A buyer or recipient of Remington assets offers an Employee continued employment.

(3) The PLANT may elect to pay separation pay in a lump sum or weekly installments.

(4) Separation pay, if being paid in weekly installments, shall be discontin-

## *Article IX*

ued when a former Employee is re-employed at any REMINGTON ARMS COMPANY, LLC plant, or is offered and refuses re-employment at the Plant.

(5) The amount of an Employee's separation pay, subject to the foregoing provisions in this Article, shall be:

(A) One (1) week's pay for each of the first four (4) years of service, plus,

(B) One (1) week's pay for each year of service over four (4) reduced by the amount of any separation pay previously paid at any REMINGTON ARMS COMPANY, LLC's location for service after December 1, 1993 over four (4) years. However, this reduction shall be reduced in monthly increments to zero over a forty-eight (48) month period of re-employment from last termination for lack of work.

A fractional part of a year, after his first year of service, shall be computed at the rate of one-



## *Article IX*

twelfth (1/12) of one (1) week's pay for each month of service. In such computation, if, in addition to full months of service an Employee has accrued fifteen (15) or more days on the date he is terminated, he shall be credited with a full month.

For separation pay purposes, a week's pay shall be the Employee's current "straight-time" rate per hour multiplied by the number of hours, not to exceed forty (40) hours, constituting his normal weekly hours of work at the time of his termination.

(C) Any other provisions of the Article to the contrary notwithstanding, separation pay shall never exceed twenty (20) weeks.

(6) An employee who has received separation pay shall not be required to return any portion of such pay to the PLANT in the event he is reemployed.

## *Article X*

(7) Separation pay shall be in addition to any vacation allowance and any employment compensation benefits to which the Employee may be entitled.

(8) Nothing contained in the Article shall be deemed to qualify, limit or alter in any way the PLANT's rights to reduce hours of work to avoid terminations because of lack of work.

(9) Wherever the term "service" is used in this Article, it shall mean the total length of time an Employee has been actively employed by the PLANT.

## **Article X – Settlement of Disputes**

### **Section (a) Grievance Committee**

(1) A Grievance Committee consisting of fifteen (15) members shall be elected by the members of the UNION employed at the PLANT. The Union shall be entitled to one (1) additional member of the Grievance Committee for every one hundred (100) employees employed over one thousand two hundred employees (1,200). Each member

## *Article X*

of the Committee shall be an Employee at the PLANT and shall be eligible to serve as a Committee member only so long as he continues to be an Employee of the PLANT who is not on layoff. The duties of the Grievance Committee shall be confined to the adjustment of disputes arising out of this Agreement that the PLANT and the Employee or Employees, with the assistance of the Grievance Committee, fail to adjust. The Grievance Committee shall have the authority on behalf of the grievant(s) to settle or withdraw any grievance at step 2 or proceed to step 3 of the grievance procedure.

(2) The Grievance Committee shall have no other authority or exercise any other control, except as outlined in this Agreement, nor shall the Committee in any way interfere with the operation of the PLANT.

A Grievance Committee member who violates this provision shall not be suspended or discharged for official actions as a Committee member, but may

## *Article X*

be removed from the Committee by the PLANT. If the PLANT seeks to remove a Committee member for violation of this section, it shall so notify the affected Committee member and the other members of the Committee. If the Committee objects to such removal, the matter shall be submitted directly to arbitration. If the other members of the Committee so determine, the affected member shall remain on the Committee until the case is settled or decided by an arbitrator.

(3) The Grievance Committee shall select a Chairman from among its members to coordinate its activities and to sit as their representative on the joint Labor-Management Communication Committee.

### **Section (b) Grievance Procedure**

Should differences arise between the UNION and the PLANT as to the meaning and application of the provisions of this Agreement, an earnest effort shall be made to settle such differences at the earliest practicable time. If dif-

## *Article X*

ferences arise about matters not specifically mentioned in this Agreement, those matters are to be referred to the Joint Labor-Management Communication Committee set forth in Article VII and are not subject to grievance/arbitration provisions found in Article X of this Agreement. At all steps of the complaint and grievance procedure, the grievant and the UNION representatives shall disclose to the PLANT representatives a full statement of the facts and provisions of the Agreement relied upon by them. In the same manner, the PLANT representatives shall disclose all the facts relied upon by it. The grievant shall have the right to be present at each step of the grievance procedure until such time as all evidence is taken. Disputes that remain unresolved despite such effort shall be resolved as follows:

(1) Step 1 – The Employee will make his complaint to his immediate Supervisor who shall have the authority to settle the dispute. The Employee shall make the complaint within ten

## *Article X*

(10) working days of when he first knew or should have known of the complaint. Where an Employee makes a complaint during work time, the Supervisor shall, if possible without interrupting production, discuss the matter briefly on the spot. The Employee shall be entitled, at his request, to have a member of the Grievance Committee present to assist him at any discussion with his supervisor. If the PLANT so chooses, the supervisor shall be entitled to have another representative of the PLANT in attendance. The Employee's immediate supervisor will notify the Employee of his decision by the end of the Employee's second regular scheduled shift following the complaint. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

(2) Step 2 – If no agreement is reached between the Employee and his supervisor, the complaint will be reduced to writing and shall be submitted on the Standard Grievance form and shall be taken up within five (5) working

## *Article X*

days of the supervisor's decision by no more than two (2) members of the Grievance Committee and the President of the Local Union and the PLANT's Step 2 representative(s). At the step 2 meeting the Grievance Committee and the PLANT representative(s) will complete the standard grievance form and, if the complaint is not settled, the grievance shall be referred to a representative of the UMWA District and the PLANT's representative(s) for step 3.

(3) Step 3 – Within seven working days of the time the grievance is referred to them, the District representative and the representative(s) of the PLANT, who shall be different from the PLANT's step 2 representative(s) shall meet and review the facts and pertinent contract provisions in an effort to resolve the grievance. No more than three (3) members of the Grievance Committee and the President of the Local Union and the PLANT's step 2 representative(s) shall have the right to be present. No verbatim transcript of the testimony shall be taken nor shall either party be

## *Article X*

represented by an attorney licensed to practice law in any jurisdiction in steps 1 through 3 of the grievance procedure except by mutual agreement applicable to a particular case.

(4) Step 4 – In cases where the District representative and the representative(s) of the PLANT fail to resolve the grievance at step 3, the matter shall, within 10 working days after referral to them, be referred to the appropriate arbitrator who shall decide the case without delay. Cases shall be assigned to arbitrators in the following manner:

(A) Ira Lobel shall serve as the arbitrator. If Ira Lobel is unable or unwilling to serve as the arbitrator, or if Ira Lobel is unacceptable to either the Union or the Employer, then the District representative and the Company representative shall attempt to select an arbitrator. In the event the parties do not agree on the selection of an arbitrator, an impartial arbitrator shall be selected from a list



## *Article X*

of seven (7) arbitrators submitted by the American Arbitration Association (“AAA”). The Union shall specify the issues to be arbitrated and the clauses of this Agreement upon which it bases its claim. In the letter to the AAA, the Union shall request the AAA to furnish it and the Employer identical lists of persons eligible to serve as Arbitrators. Except as otherwise provided herein, the parties agree that all arbitration proceedings shall be in accordance with the Labor Arbitration Rules of the AAA, which rules are incorporated herein by reference.

(B) Both the PLANT and the UNION shall have the right to cross-examine all witnesses.

(C) The arbitrator shall render his decision as expeditiously as possible. Failure to do so within sixty (60) days after the record is closed shall be reported to the AAA.

## *Article X*

(D) The arbitrator shall have no authority to change, add to or subtract from, or to modify any provisions of this Agreement. The arbitrator shall make his decision based on the provisions of the contract and the evidence before him.

(E) The decision and or award of the arbitrator shall be final and binding on both parties and enforceable in a court of law.

(F) Compensation and expenses of the arbitrator and general expenses of the arbitration shall be shared equally by the parties, except that each party shall bear the expenses of its representatives and witnesses.

(G) Hearings shall take place at a location mutually agreed upon by the parties.

(H) In cases in which the parties have agreed that there is no question of fact involved in the griev-

## *Article X*

ance, the arbitrator may decide the case upon the basis of a joint statement of the parties and such exhibits as they shall submit.

(I) The hearing shall be recorded by the arbitrator and shall be closed upon the completion of testimony, except for the purpose of filing post-hearing briefs (copies of which will be provided to all parties). The arbitrator shall render his decision as soon after the close of the hearing as may be feasible. If the arbitrator is unable to make his decision within 60 days of the close of the hearing, he shall promptly advise the parties of the reasons for the delay and the date when his decision will be submitted. Either party may make an official transcript of the hearing. A copy of such transcript shall be provided to the other party at no charge.

(K) In cases involving compensation, in no event may the arbitra-

## *Article X*

tor award compensation for more than ten (10) working days prior to the date the grievant(s) knew or should have known of the complaint.

### **Section (c) Finality of Decision or Settlement**

Settlements reached at any step of the grievance procedure shall be final and binding on both parties and shall not be subject to further proceedings under this Article except by mutual agreement. Settlements reached at steps 2 and 3 shall be in writing and signed by appropriate representatives of the UNION and the PLANT.

### **Section (d) Waiver of Time Limits**

By agreement the parties may waive the time limits set forth in each step of the grievance procedure. Absent a mutual agreement, if the PLANT's answer is not appealed (i) within fifteen (15) calendar days of the EMPLOYER's response in Step 2, or (ii) within twenty (20) calendar days of the EMPLOYER's

## *Article XI*

response in Step 3, then the answer made by the PLANT at that step shall be final.

### **Article XI – Discipline and Discharge**

#### **Section (a) Just Cause Required**

No Employee covered by this Agreement may be disciplined or discharged except for just cause. The burden shall be on the EMPLOYER to establish grounds for discipline or discharge in all proceedings under this Article. In no event, will the EMPLOYER initiate any form of discipline, beyond ten (10) working days of the time it knew, or should have known of the infraction, or against an Employee without a member of the Grievance Committee present, if the Employee requests UNION representation.

#### **Section (b) Procedure**

Where the EMPLOYER concludes that the conduct of an Employee justifies discharge, the Employee shall be suspended with the intent to discharge

## *Article XI*

and shall be given written notice stating the reason, with a copy to be furnished to the Grievance Committee. After 24 hours, but within 48 hours, the Employee shall be afforded the right to meet with the PLANT's Step 3 representative(s). At such meeting, no more than three (3) members of the Grievance Committee and the President of the Local Union shall be present and, if requested by the Employee or the Grievance Committee, a representative of the District shall also be present. Upon request by the Employee, the Grievance Committee, or the District representative, the forty-eight hour time limit will be extended by an additional 48 hours. The EMPLOYER shall be entitled to have an equal number of representatives at the meeting. Full disclosure of all information relied upon by the parties shall be provided at the 24/48 hour meeting.

### **Section (c) Suspension**

If within 24 hours after the conclusion of the 24/48 hour meeting, the EMPLOYER informs the Employee and the

## *Article XI*

Grievance Committee that it still intends to discharge the Employee (or if no meeting was requested) the Employee shall have five (5) working days to file the grievance. If the Employee does not file a grievance within five (5) working days of the notice of suspension with intent to discharge, the discharge shall become effective immediately. Grievances involving discharge shall bypass steps 1 through 3 and shall proceed directly to step 4 of the grievance procedure.

### **Section (d) Compensation for Lost Earnings**

In all arbitration cases where it is determined that just cause for discharge has not been established, the Employee shall be reinstated and compensated for lost earnings less monies earned during the back pay period. Nothing in this section shall be construed to, in any way, limit the arbitrator's right to modify or mitigate the penalty of discharge.

## *Article XII*

### **Section (e) Removal of Employee Disciplinary Records**

All records of Employee discipline issued during the term of this Agreement may be used as the basis for subsequent progressive disciplinary action no later than twelve (12) months of active continuous employment following the date of issuance and shall not be used in subsequent disciplinary action against the Employee. By way of clarification, the most current step in the progressive disciplinary action process shall remain active for twelve (12) month for purposes of determining subsequent progressive disciplinary action. However, all records of Employee discipline only shall remain in an Employee's file in Human Resources.

## **Article XII - Benefits and Practices**

### **Section (a) Eligibility**

Employees, except as set forth below, shall be entitled to participate in the following benefit plans and practices of the EMPLOYER.



## *Article XII*

### **Section (b) Benefits of Choice**

- Remington Arms Company, LLC Pension and Retirement Plan
- Remington Savings and Investment Plan
- Remington Arms Company Welfare Plan
- The Remington Medical Plan
- The Remington Dental Plan
- Vision Care
- Employee Life Insurance
- Optional Life Insurance
- Dependent Optional Life Insurance
- Long Term Disability Insurance
- Accidental Death & Dismemberment
- Flexible Spending Accounts
- Employee Assistance Program
- Short Term Disability Pay Plan

The specifications for the structure of the benefit arrangements are set out in Appendix C and are incorporated herein as though fully stated in this Article XII.

## *Article XII*

### **Section (c) Length of Service**

With the exception of the Remington Arms Company, LLC Pension and Retirement Plan as provided below, a Current Employee on the old Remington payroll on November 30, 1993 and hired on the new Remington payroll on December 1, 1993 shall have his length of service at DuPont recognized for consideration of the benefits and practices set forth in Sections (b) and (d) herein.

### **Section (d) Practices**

Service Recognition Plan

### **Section (e) Administrative and Design Matters and Uniformity**

The EMPLOYER (or appropriate fiduciary of the applicable plan) in its sole and exclusive discretion, may modify the benefits (consistent with the terms set forth in Appendix C), change the administrator, add or delete investment options offered to participants and beneficiaries, change funding vehicles, investment advisers and managers, and service providers and/or (without any

### *Article XIII*

limitation arising from the foregoing enumeration), change rates/premiums (except as otherwise specified in Appendix C), and make any other changes as it determines in its sole and exclusive discretion provided that any such amendment, modification, change or termination shall apply equally to employees and non-unit employees unless otherwise agreed to by the UNION and the EMPLOYER.

### **Article XIII – Miscellaneous**

#### **Section (a) Pay Day**

All Employees will be paid on a weekly basis. Payment shall be made by check, or by Direct Deposit if elected by the employee, with recognition for legitimate deductions. The Employee shall receive, with his pay, a plain statement itemizing the number of hours worked during the pay period and setting forth straight time, overtime and premium time hours worked during the pay period. The statement shall also itemize all payroll deductions.

## *Article XIII*

### **Section (b) Bulletin Boards**

The PLANT will provide and maintain bulletin boards at mutually agreeable locations for exclusive use by the UNION on which the UNION may post notices. Such notices shall not be offensive in nature to any individual or group of persons. Such notices shall show a removal date and shall be delivered to the Human Resources Manager or their designee prior to posting. An Employee designated by the President of the Local Union to post notices only will be compensated by the EMPLOYER for time spent posting notices on bulletin boards for up to two (2) hours per posting no more than twelve (12) postings per month on the first (1st) shift or as otherwise agreed upon by the Local Union and the Human Resources Manager.

### **Section (c) Safety Shoes**

Each calendar year of this Agreement's term, the PLANT will provide each Employee the option of electing either (i) an allowance per current prac-

### *Article XIII*

tice up to \$125.00 for the purchase of safety shoes, or (ii) a cash allowance of seventy five dollars (\$75.00) to be paid by April 30th of each calendar year of this Agreement.

Employees may purchase shoes from the “Shoe Truck” Program or from an authorized dealer(s) in this area.

#### **Section (d) Eye Examinations**

Each Employee requiring an eye examination within an eighteen (18) month time period, upon presenting a paid receipt to the Plant Medical Department, will be reimbursed for the expense of such examination up to a maximum of \$50, but in no case is the reimbursement to exceed the cost of the examination. This section shall not apply to any employee participating in the EMPLOYER’s vision care benefit plan.

#### **Section (e) Disability Accommodation**

This Agreement shall not prevent the PLANT from making a reasonable accommodation of disabled persons as required by state and/or federal law, in-

### *Article XIII*

cluding the Americans With Disabilities Act. In the event a proposed accommodation would conflict with an express provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation. Nothing in this section shall require the UNION to agree to modify terms of this Agreement or to waive seniority rights under this Agreement. In the event the PLANT and the UNION, in settling a grievance or litigation would agree, or a court or arbitrator would order that the PLANT make an accommodation that otherwise conflicts with the terms of this Agreement, that accommodation shall supersede such conflicting terms of this Agreement. The parties agree that any accommodation made by the PLANT with respect to job duties or any other term or condition of employment made pursuant to settlement of a grievance or litigation (whether formal or informal), or arbitral or court order, shall not, in any way, become applicable to any other individual, class, or group of Employees but shall apply only to the

### *Article XIII*

person or persons accommodated in the particular situation. The fact that such person(s) was accommodated, the manner and method of such accommodation shall be without precedent and therefore may not be used or relied upon by any person for that purpose at any time in the future.

#### **Section (f) Medical Appointments**

Employees shall make every attempt to schedule medical appointments during non-working time. With prior approval, Employees will be excused from work and paid for up to four (4) hours up to twelve (12) times per calendar year for the Employee to report for a medical appointment during work hours. Such medical appointments must be for diagnosis, follow-up to a recent problem or diagnostic testing. Dental appointments will be covered only for tooth extractions and root canals. Routine visits are not covered by this procedure and must be scheduled during non-working hours. Where that is not possible, the supervisor may excuse the employee

## *Article XIV*

without pay. The EMPLOYER reserves the right to deny the granting of time off for a medical appointment. Employees are required to provide verification from a licensed healthcare provider of the medical appointment, including the time of the appointment and the time the employee arrived and left the appointment. The licensed healthcare provider of the medical appointment shall indicate whether the appointment is for a diagnosis, a follow-up to a recent problem, diagnostic testing, dental appointment for a tooth extraction and root canal or a routine visit per the form included in Appendix “D.”

### **Article XIV – No Strike or Lockout**

#### **Section (a) UNION Not to Strike**

Under no circumstances will the UNION or Employees participate in, instigate, cause, or encourage, any strike during the term of this Agreement, including economic, unfair labor practice strikes, sympathy strikes, jurisdictional strikes, slowdown, walkout, sit-down,



## *Article XIV*

mass absenteeism, retarding of work or boycott or work stoppages.

### **Section (b) UNION to Halt Breach**

In the event of a breach of Section (a), the UNION shall use reasonable means to end the breach, including advising the involved Employees that their conduct may be in violation of the Agreement, and if it is they may be disciplined up to and including discharge, and that they should immediately cease the offending conduct.

### **Section (c) Discipline for Breach**

The PLANT has the right to discipline, up to and including discharge, any Employee who violates this Article and such discipline shall be deemed to be for good cause. Any such discipline or discharge under this Section shall be subject to the grievance procedure.

### **Section (d) No Lockout**

The PLANT agrees not to lockout the Employees during the term of this Agreement.

## *Article XV - XVI*

### **Article XV – Maintain Integrity of the Contract and Resort to Courts**

The UMWA and the EMPLOYER agree and affirm that, except as provided herein, they will maintain the integrity of this contract and that all disputes which are not settled by agreement shall be settled by the machinery provided in the “Settlement of Disputes” Article of this Agreement. Nothing in this provision, however, is intended to diminish any individual rights an Employee might enjoy by law. In addition, the EMPLOYER expressly authorizes the UNION to seek judicial relief, without exhausting the grievance machinery, in cases involving successorship.

### **Article XVI – Modification and Severability Clause**

#### **Section (a) Modification**

If during the life of this Agreement there shall be in existence any applicable law, rule, regulation, policy, procedure, or order issued by Governmental

## *Article XVI*

authority, including but not limited to any Federal, New York State or local authority, which shall be inconsistent with any provision of this Agreement, the parties will meet to modify such provision to the extent necessary to comply with such law, rule, regulation, policy, procedure or order. However, the parties recognize that the Employer shall have the right to institute policies and/or procedures so as to comply with any government/federal mandates and/or obligations as a government/federal contractor.

### **Section (b) Severability**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not so declared invalid shall remain in full force and effect.

*Article XVII*

**Article XVII -  
Ratification and Termination  
of this Agreement**

This Agreement shall become effective at 12:01 am on the day following notification to the Remington Arms Co., LLC, by the International Union, United Mine Workers of America, that this Agreement has been ratified and approved by the membership covered hereby (“Effective Date”). The Effective Date shall be December 16, 2016.

This Agreement shall not be subject to termination by either party signatory hereto prior to 12:01 a.m. October 29, 2022, provided, however, that either the party the first part or the party of the second part may terminate this Agreement on or after 12:01 a.m. October 29, 2022, by giving at least sixty days written notice to the other party of such desired termination date.

IN WITNESS WHEREOF, each of the parties signatory hereto has caused this Agreement to be signed this 16th day of December 2016, the Agreement having

*Article XVII*

been ratified and approved by the membership covered hereby on December 15, 2016.

On Behalf of:

UNITED MINE WORKERS OF  
AMERICA

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By: Edward D. Yankovich Jr.  
International District 2  
Vice President

On Behalf of:

LOCAL UNION 717

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By: Aaron LaVenture  
President

On Behalf of:

REMINGTON ARMS COMPANY, LLC

*Article XVII*

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By: Kyle Luke  
Plant Manager

## *Short Term Disability Plan*

### SHORT TERM DISABILITY PAY PLAN

The Short Term Disability Pay Plan for Ilion hourly Employees shall be amended as of the effective date of this Agreement to read as follows:

#### Disability Pay

All Employees will be entitled to participate in the Company's Short Term Disability Plan as outlined in the Health and Welfare Summary Plan Description, starting on the Employee's first calendar day of disability. The pay structure will be as follows:

Duration Per Occurrence	Percentage of regular rate of pay*
First full calendar day	0%
Consecutive Days 2 through 9	50%
Consecutive Days 10 through 180	100%

## *Short Term Disability Plan*

\*Or awarded State Workers Compensation, whichever is higher.

All Employees will be expected to see a doctor by the second calendar day of illness and must report to the Plant Medical Department on any absence which extends to the third day.

To receive disability pay, an Employee must submit medical documentation explaining and confirming: (1) the date the Employee became disabled, (2) the medical reasons why the Employee is unable to work, (3) the cause of the disability, if known, and (4) the nature, severity and expected duration of the disability. The EMPLOYER, at its expense, may require an examination by a second health care provider designated by the EMPLOYER. If the second health care provider's opinion conflicts with the medical documentation submitted by the Employee, the EMPLOYER, at its expense, may require a neutral qualified third party to conduct an examination and provide a final and binding opinion. If an Employee fails to provide



### *Short Term Disability Plan*

the medical documentation required under this provision, or fails to submit to the examinations specified herein, the Employee's claim for disability pay may be denied.

For purposes of this Short Term Disability Pay Plan, the "first full calendar day" shall be defined as first full calendar day that an employee is disabled and does not receive any compensation from the Employer for any hours worked.

4827-8946-6686, v. 1

## Appendix A

### APPENDIX A

Effective: October 31, 2016							
Level	Start	6mos	12mos	24mos	36mos	48mos	51mos
3	\$14.20		\$15.33	\$15.89	\$16.46	\$20.15	
4	\$16.10		\$17.24	\$17.80	\$18.34	\$20.70	\$21.34
5	\$20.70	\$21.34	\$21.63	\$22.25	\$22.88		
6	\$22.25	\$22.88	\$23.50	\$24.06	\$24.59		
Effective: October 30, 2017							
Level	Start	6mos	12mos	24mos	36mos	48mos	51mos
3	\$14.63		\$15.79	\$16.36	\$16.95	\$20.76	
4	\$16.58		\$17.76	\$18.34	\$18.89	\$21.32	\$21.98
5	\$21.32	\$21.98	\$22.28	\$22.92	\$23.57		
6	\$22.92	\$23.57	\$24.21	\$24.78	\$25.33		
Effective: October 29, 2018							
Level	Start	6mos	12mos	24mos	36mos	48mos	51mos
3	\$15.06		\$16.26	\$16.85	\$17.46	\$21.38	
4	\$17.08		\$18.29	\$18.89	\$19.46	\$21.96	\$22.64
5	\$21.96	\$22.64	\$22.95	\$23.61	\$24.27		
6	\$23.61	\$24.27	\$24.93	\$25.53	\$26.09		
Effective: November 4, 2019							
Level	Start	6mos	12mos	24mos	36mos	48mos	51mos
3	\$15.52		\$16.75	\$17.36	\$17.98	\$22.02	
4	\$17.59		\$18.84	\$19.45	\$20.04	\$22.62	\$23.32
5	\$22.62	\$23.32	\$23.64	\$24.32	\$25.00		
6	\$24.32	\$25.00	\$25.68	\$26.29	\$26.87		
Effective: November 2, 2020							
Level	Start	6mos	12mos	24mos	36mos	48mos	51mos
3	\$15.98		\$17.25	\$17.88	\$18.52	\$22.68	
4	\$18.12		\$19.41	\$20.04	\$20.64	\$23.30	\$24.02
5	\$23.30	\$24.02	\$24.35	\$25.05	\$25.75		
6	\$25.05	\$25.75	\$26.45	\$27.08	\$27.68		

## Appendix A

Effective: November 1, 2021							
Level	Start	6mos	12mos	24mos	36mos	48mos	51mos
3	\$16.54		\$17.86	\$18.51	\$19.17	\$23.47	
4	\$18.75		\$20.09	\$20.74	\$21.36	\$24.11	\$24.86
5	\$24.11	\$24.86	\$25.20	\$25.92	\$26.65		
6	\$25.92	\$26.65	\$27.38	\$28.03	\$28.65		

4811-2845-6766, v. 2

**APPENDIX B**

**JOB CODES & TITLES**

- Production 100 series  
(103,104,105,106)
- Maintenance 200 series  
(203,204,205,206)
- Arms Service 300 series  
(303,304,305,306)
- Custom Shop 400 series  
(403,404,405,406)
- Production Support 500 series  
(503,504,505,506)
- Technical 600 series  
(603,604,605,606)
- Utility Specialist  
(04790)

4840-7269-4327, v. 2

*Appendix C*

**APPENDIX C**

1. Remington Arms Company Welfare Plan

a. Remington Medical Plan

- i. The EMPLOYER shall provide medical benefits for all Employees covered by this Agreement and their eligible dependents pursuant to the Remington Arms Company Welfare Plan.
- ii. Effective January 1, 2013, Employees will be given the opportunity to elect Medical Coverage from Plans A, B or C.
- iii. Prescription Drugs:
  1. Co-pay for Generic, Brand, and Non-preferred brand drugs:

## Appendix C

Retail			
	Plan A	Plan B	Plan C
Generics	\$15	\$15	\$15
Brand	\$25	\$25	\$25
Non-Preferred Brand	\$45	\$45	\$45

Mail Order (for a maximum 90-day supply)			
	Plan A	Plan B	Plan C
Generics	\$20	\$20	\$30
Brand	\$30	\$30	\$50
Non-Preferred Brand	\$50	\$50	\$90

iv. Details of Plans A, B and C are contained in the Summary Plan Description.

v. The Monthly Employee Premiums for these plans are as follows:

Plan A	2017	2018	2019	2020	2021	2022
EE	\$231	\$252	\$274	\$299	\$326	\$355
EE + Spouse (formerly EE + 1)	\$332	\$362	\$394	\$430	\$469	\$511
EE + Child(ren)	n/a	\$327	\$356	\$388	\$423	\$461
Family	\$392	\$427	\$466	\$508	\$553	\$603
Plan B	2017	2018	2019	2020	2021	2022
EE	\$292	\$318	\$347	\$378	\$412	\$449
EE + Spouse (formerly EE + 1)	\$465	\$507	\$552	\$602	\$656	\$715
EE + Child(ren)	n/a	\$414	\$451	\$492	\$536	\$584
Family	\$554	\$604	\$658	\$717	\$782	\$852
Plan C	2017	2018	2019	2020	2021	2022
EE	\$177	\$193	\$210	\$229	\$250	\$272
EE + Spouse (formerly EE + 1)	\$285	\$311	\$339	\$369	\$402	\$439
EE + Child(ren)	n/a	\$251	\$274	\$299	\$326	\$355
Family	\$354	\$386	\$421	\$458	\$500	\$545

## Appendix C

### vi. Medical – deductibles

#### (1) In network

Plan A								
	2015	2016	2017	2018	2019	2020	2021	2022
EE	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350
EE+Spouse	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700
EE+Child(ren)	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700
Family	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050
Plan B								
	2015	2016	2017	2018	2019	2020	2021	2022
EE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EE+Spouse	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EE+Child(ren)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Family	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plan C								
	2015	2016	2017	2018	2019	2020	2021	2022
EE	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
EE+Spouse	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
EE+Child(ren)	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
Family	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400

#### (2) Out of network

Plan A								
	2015	2016	2017	2018	2019	2020	2021	2022
EE	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
EE+Spouse	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
EE+Child(ren)	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Family	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Plan B								
	2015	2016	2017	2018	2019	2020	2021	2022
EE	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
EE+Spouse	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
EE+Child(ren)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Family	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500

## Appendix C

Plan C								
	2015	2016	2017	2018	2019	2020	2021	2022
EE	\$2,400	\$2,400	\$2,400		\$2,400	\$2,400	\$2,400	\$2,400
EE+Spouse	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
EE+Child(ren)	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
Family	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200

### vii. Out of Pocket Maximums

#### (1) In network

Plan A								
	2015	2016	2017	2018	2019	2020	2021	2022
EE	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
EE+Spouse	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
EE+Child(ren)	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Family	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500

Plan B								
	2015	2016	2017	2018	2019	2020	2021	2022
EE	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250
EE+Spouse	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
EE+Child(ren)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Family	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750

Plan C								
	2015	2016	2017	2018	2019	2020	2021	2022
EE	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750
EE+Spouse	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500
EE+Child(ren)	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500
Family	\$8,250	\$8,250	\$8,250	\$8,250	\$8,250	\$8,250	\$8,250	\$8,250



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### (2) Out of network

Plan A								
	2015	2016	2017	2018	2019	2020	2021	2022
EE	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
EE+Spouse	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
EE+Child(ren)	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Family	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500

Plan B								
	2015	2016	2017	2018	2019	2020	2021	2022
EE	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750
EE+Spouse	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
EE+Child(ren)	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Family	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250

Plan C								
	2015	2016	2017	2018	2019	2020	2021	2022
EE	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300
EE+Spouse	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600
EE+Child(ren)	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600
Family	\$27,900	\$27,900	\$27,900	\$27,900	\$27,900	\$27,900	\$27,900	\$27,900

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- viii. Effective January 1, 2018, if an employee's spouse is eligible for coverage through their own employer at a monthly cost of \$400 or less, the spouse can only be covered in the Remington Medical Plan as secondary. This includes any plan available to an employee's spouse however this provision is not applicable to married employees of Remington for the time period that both employees are employed by Remington. In order to cover an employee's spouse who is not also employed by Remington, the employee must complete a NEW Spouse Medical Coverage Certification form each year.

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### Plans A, B & C

2017	2018	2019	2020	2021	2022
\$139	\$400	\$400	\$400	\$400	\$400

#### b. Dental

#### Monthly premiums

	2017	2018	2019	2020	2021	2022
EE	11.00	12.54	14.30	16.30	18.58	21.18
EE + Spouse (formerly EE + 1)	22.00	25.08	28.59	32.59	37.16	42.36
EE + Child(ren)	n/a	19.38	22.09	25.18	28.71	32.73
Family	35.00	39.90	45.49	51.85	59.11	67.39

**Deductible – applies to other than  
Class A Expenses for Preventive and Di-  
agnostic Care**

	2015	2016	2017	2018	2019	2020	2021	2022
EE	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
EE+Spouse	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
EE+Child(ren)	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Family	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150

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### g. Flexible Spending Accounts

Healthcare Flexible Spending Account: Effective January 1, 2013, the annual limit on Flexible Spending Accounts will be decreased to \$2,500.

#### i. Retiree medical

As of September 11, 1997, the EMPLOYER will not provide either retiree medical or dental benefits and not offer participation in the Remington Arms Company, LLC Pension and Retirement Plan to any Employees hired after that date and the Remington Arms Company, LLC Pension and Retirement Plan shall be amended to so state.

Furthermore, the EMPLOYER continues to retain the right to modify, including reduce, the existing retiree medical or dental benefits in its sole and exclusive discretion.

#### j. New employees

Effective January 1, 2013, employees hired after January 1, 2013 will be eligible to participate in the Benefits of

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Choice set forth in Article XII, Section (b) following completion of the first ninety (90) days of continuous employment.

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**APPENDIX D**

**Practices, Customs and Agreements**

**I. Absence Reporting**

Procedure for Call in during Vacation Periods	1/15/90
Reporting Medical and Other Absences	1/29/90
Reporting of Absence to Plant Medical	8/1/95

**II. Discipline**

Verbal Warnings – Union Notification	7/13/89
(ROI's) in Floor Files	5/13/90
Offering Union Representation	8/11/95
ROI's - Probationary Employees	11/15/12
Attendance Related Discipline	12/16/16

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### III. Job Classifications

Re-evaluation of jobs	Undated
742 memo of Understanding	7/24/95
757 Level 4 Subassembly Specialist	10/31/10
Creation of 757 Sub Assembly Specialist	10/31/1
Selection of Machine Setters	9/8/95
Job Classification Conversion	10/4/07

### IV. Leaves of Absence

Personal Leaves of Absence	1/15/90
Voluntary Leaves of Absence (VLOA)	9/13/90
FMLA Requirements	10/29/07
Military Leave Policy	10/29/07
Service member Family And Medical Leave	2/08

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V. Miscellaneous Provisions

Normal Shift Schedules	Undated
Medically Prescribed Footwear	2/27/84
Jury Duty Guidelines	8/17/87
Holidays with Religious Meaning	1/5/90
Overtime combined with ½ day vacation	9/9/99
Birthday Scheduling Memo of Agreement	12/5/00
Medical Appointments	5/21/08
Medical Form	11/15/12
Pension Service Credit	4/16/03
Health and Safety Training	10/4/07
The Remington Outdoor Company Drug Free Workplace Policy	1/1/17
End of Shift Procedure	10/4/07
Management Rights	11/15/12
Bargaining Unit Continuity	11/15/12
Work Jurisdiction	11/15/12



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Employee's Birthday and Plant Floater	12/16/16
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### IV. Placement

Machine Moves or Regrouping	1/28/90
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Shift Realignment Procedure	6/17/98
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Return from Lengthy Disability	5/16/03
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Physical Limitations	5/14/04
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Apprentices Bidding	11/14/06
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Reassignments within Supervisor's Department(s)	10/4/07
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Performance Shop	10/4/07
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Temporary Reduction Realignment Procedure	11/15/12
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### VI. Pay

Rates of Pay	3/7/05
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## **I. ABSENCE REPORTING**

### **PROCEDURE FOR CALLING IN DURING VACATION PERIODS**

January 15, 1990

Employees who become ill during a vacation period, or experience a death in the family which is covered by a current contract between the Ilion Plant and the Union, may be allowed to reschedule the vacation days that are affected by these personal problems.

The employee must call the plant within the first half-hour of the start of the regularly scheduled shift hours to report that they are ill. For example, if the regularly scheduled shift is 7:00 A.M. to 3:30 P.M., the employee must call the plant before 7:30 A.M. Calls to report a death in the family must be made as soon as the employee is aware of the loss. Bereavement leave will be granted and vacation time rescheduled based on the timing of the call, plus the rules specified in the current Contract.

When an employee calls the Plant to

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report that they are ill or experienced a death in the family during a vacation period that is not a vacation shutdown, they must speak to their supervision or his/her supervision. During a recognized Plant shutdown, the employee either should ask for the coverage supervisor or the employee relations section. Leaving a message with Security personnel or plant Receptionist is not acceptable. Employees may contact Security to have the supervisor paged if they cannot reach them by phone.

When the employee returns to work after the vacation period, the employee must supply a note from their Doctor which specifically explains the illness and specifically notes the days the employees was ill during the vacation period. This note must be delivered to the Plant Medical during the back-to-work examination.

RESPONSIBILITIES OF  
SUPERVISION/EMPLOYEES  
CONCERNING REPORTING MEDICAL  
AND OTHER ABSENCES

January 29, 1990

The following are some of the reporting procedures concerning employee absences for medical, dental or other appointments:

- Employees are required to obtain a Back to Work Pass if they are out of work for two or more days for medical reasons. Also, a Doctor's slip must be furnished for any period of medical absence for two or more days. As you know, our Disability Plan calls for any employee to see a Doctor no later than the second calendar day of illness, and the Doctor's slip provides proof that the employee has complied with this provision.
- If an employee does not return to work after two days of medical absence (illness), supervision must

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call Plant Medical (or write a note) to report this fact. The only way Plant Medical is aware that a person is out more than two days is if you call to report this fact. This reporting is important in order for Plant Medical to keep track of employees who are out on disability and then help the employee in monitoring disability absences.

- If an employee leaves work during one shift, with either a Plant Medical Off-Work Pass for a medical appointment, then does not return to work for the next shift of work, a Back to Work Pass and a Doctor's Slip is required which explains the reason for the employee's medical absence. The fact that an employee presents a Doctor's slip is not a guarantee that the employee will be paid for the time off, but the slip is required and will give necessary information which will help in the employee's pay determination.

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### REPORTING YOUR ABSENCE TO PLANT MEDICAL DEPT

August 1, 1995

In addition to an employee's obligation to report their absence from work to their immediate supervisor, they also are required to report the absence to the plant Medical Department if the absence is expected to be longer than two (2) days in length. If the absence will be for an extended period of time, employees are also required to contact the plant medical department once each week unless the medical department instructs the employee to do otherwise. Employees also must see their own physician on any absence extending to the 2nd calendar day of illness.

Employees should keep in mind that during their absence, if they are receiving pay from Remington to "get well," it is so they can return to work as soon as possible. Before an employee will be returned to work, they need to get a "back to work pass" from the medical department.

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Cooperation with this plan will assure that the employee's disability pay will not be delayed or held up.

## **II. DISCIPLINE**

### **VERBAL WARNINGS/UNION NOTIFICATION**

July 13, 1989

Supervision must notify the Area Steward whenever a Verbal Warning is given on any topic. Notification to the Area Steward may be after-the-fact in the case where an employee does not request Union representation during the verbal warning meeting. However, the notification must be made before the verbal warning is recorded on the Absentee Record.

### **RECORDS OF INTERVIEW (ROI's) IN FLOOR FILES**

May 13, 1990

Copies of ROI's will not be kept in any employee's "floor" file. Original copies of ROI's are retained in the employee's "Personnel" file, whereby they are sent

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out for review on a periodic basis. A record of all disciplinary action must be logged on an employee's "Employment History" together with all absences.

### OFFERING UNION REPRESENTATION

August 11, 1995

One of the provisions of the National Labor Relations Act is the obligation of the employer to allow employees the right to union representation during any discussion which has the potential of leading to employee discipline. Usually, the employee "triggers" this by requesting representation and Management honors such request. Management will "offer" an employee the right to representation whenever discussions could lead to discipline and supervisors are encouraged to do so.



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ROI's REVERTING TO  
VERBAL WARNINGS  
- PROBATIONARY EMPLOYEES

October 4, 2007 as modified

November 15, 2012

For purposes of Article IX (e) of the [Collective Bargaining] Agreement, any discipline issued during the first one hundred eighty (180) calendar days of employment will be at the ROI Probation Step and will remain on the Employee's record and be used in determining subsequent discipline until the Employee has completed one hundred eighty (180) calendar days of employment. The Employee will not be required to serve any suspension if issued an ROI Probation. Once the employee has gained seniority (i.e., upon completion of one hundred eighty (180) calendar days of employment) any subsequent discipline shall be for just cause in accordance with the terms of the Agreement. Upon the one hundred eighty first (181st) calendar day of employment, any discipline on the Employee's record will revert to a verbal warning.

ATTENDANCE RELATED  
DISCIPLINE

December 16, 2016

For the sole and limited purpose of attendance related discipline, in the event that an Employee who has received a Note to File due to an attendance related issue receives a subsequent Record of Interview for an attendance related issue (“ROI”), said ROI shall revert to a Note to File provided the Employee does not receive any attendance related discipline for the six (6) calendar months of active continuous employment following the date of issuance. In that event, then the ROI that is converted to a Note to File may be used as the basis for subsequent progressive disciplinary action not later than twelve (12) months of active continuous employment following the date of the issuance of the ROI that was converted to a Note to File. In the event that an Employee’s ROI is converted to a Note to File, a subsequent ROI is not subject to conversion to a Note to File for one year following the issuance of the original ROI that

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was converted to a Note to File.

By way of example, if an Employee has an attendance related Note to File issued on January 1, 2018, and then receives an attendance related ROI on February 1, 2018, then provided the Employee does not receive any attendance related discipline before August 1, 2018, then the ROI issued on February 1, 2018 shall revert to a Note to File that may be used as the basis for subsequent progressive disciplinary action until February 1, 2019.

Notwithstanding the foregoing, all records of Employee discipline only shall remain in an Employee's file in Human Resources.

### **III. JOB CLASSIFICATIONS**

#### **RE-EVALUATION OF JOBS BASED ON SIGNIFICANT CHANGE**

Undated as modified November 16, 2012

The company and the Union agree that the periodic re-evaluation of jobs based on a significant change in job responsi-

## *Appendix C*

bilities is necessary. In order to effectuate this policy, the parties agree to the following:

1. Jobs will only be re-evaluated when the responsibilities or the skills required to perform the job have changed significantly, such as when there is the addition or deletion of one or more machine operations, or when the work process changes to such a significant extent that it is likely to change the evaluation by one or more labor grades. This is not meant to be all inclusive.
2. When a job is upgraded as a result of the re-evaluation, there shall be no back pay liability issues until eight (8) weeks after the company has been notified of the need for re-evaluation.
3. When a job is downgraded, the incumbents of the job shall have their existing pay grandfathered for a period of one (1) year from the date the new evaluation takes effect, unless the employee chooses to be

## *Appendix C*

placed on the “excess” list. Employees who choose to be excessed shall only have rights to fill “open” requisitions that preserve their level and shift. The new evaluation and rate, shall take effect immediately for all employees who bid to the job, or are placed on the job as a result of an excess, medical placement, job disqualification, or any other reason. After one (1) year, all incumbents in the job shall be paid at the new rate.

4. Any employee who is downgraded as a result of an evaluation shall have their bid rights restored if they lost such rights for any reason.
5. No 741 Machine Operator will be evaluated at less than a Labor Grade Three (3) for the duration of the current agreement.
6. Prior to upgrading or downgrading a job as a result of a re-evaluation, the Union shall be notified. Any dispute as to the upgrading or downgrading of a job will be subject to the Set-

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tlement of Disputes procedure set forth in Article X of the Collective Bargaining Agreement.

742 LEVEL 4 DEPARTMENTAL  
SPECIALIST

July 24, 1995

*Requirements:*

- Must be able to fully perform 8 to 10 jobs. (There may be exceptions that warrant consideration)
- Must meet acceptable safety standards.
- Must meet all production standards on all jobs to be performed.
- Must have acceptable quality standards.
- Must have acceptable attendance record. By way of example, a candidate would be disqualified if he/she has a note in file or higher level of discipline that has not been removed pursuant to Article XI Section (e) of the Collective Bargaining Agreement.

## *Appendix C*

- Must work reasonable amount of overtime.

### *Promotion:*

Will follow normal procedure as in any change of pay status with the inclusion of discussing change with Human Resources to ensure consistency in all areas.

### *Program:*

Limited to 741 Machine Line Operators— Progress to 04-742 Departmental Specialist

### *Contingencies:*

Employees promoted to 742 must continuously meet all requirements or may lose it if otherwise.

In event 742 leaves Department for any reason, leaves as 03/741.

In event of Reduction/Realignment, 742 employees considered 03/741.

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CREATION OF 757 SUB ASSEMBLY  
SPECIALIST

October 31, 2010

The parties agree to the following:

1. 3-741 positions attached to the 700 line will be classified as 756 level 3 Sub Assembly
2. Creation and Progression from Sub Assembly (Code 756 -level3) to Sub Assembly Specialist  
(Code 757 -level 4) based on attached Requirements and Guidelines
3. Program is limited to 756 Sub Assembly jobs within the center fire assembly area.

This agreement is made without setting precedent and will not be pointed to in any like or similar situations now or in the future. This settlement is also subject to all contingencies outlined on attached Requirements and Guidelines.



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### 757 LEVEL 4 SUBASSEMBLY SPECIALIST

September 29, 2010

#### *Requirements:*

- Must be able to fully perform 8-10 Sub-Assembly jobs in 700 Line / New Gen /22 Line operations. (There may be exceptions that warrant consideration)
- Must meet acceptable safety standards.
- Must meet all production standards on all jobs to be performed.
- Must have acceptable quality standards.
- Must have acceptable attendance record. By way of example, a candidate would be disqualified if he/she has a note in file or higher level of discipline that has not been removed pursuant to Article XI Section (e) of the Collective Bargaining Agreement.

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- Must work reasonable amount of over-time.

### *Promotion:*

Once a 756 becomes proficient in all line assignments promotion will follow normal procedure as in any change of pay status with the inclusion of discussing change with Human Resources to ensure consistency in all areas.

### *Program:*

Limited to 756 Sub-Assembly Operators- Progress to 04-757 Sub-Assembly Specialist

### *Contingencies:*

Employees promoted to 757 must continuously meet all requirements or may lose it if otherwise.

In event 757 leaves Department for any reason, leaves as 03/756.

In event of Reduction/Realignment, 757 employees considered 03/756.

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### MACHINE SETTER REPLACEMENT PROCEDURE

September 8, 1995

When an open position for a MACHINE SETTER exists, the following procedure will be used to fill same:

- Select qualified employee from same Department as opening.
- If no interested qualified employees, select from Area Manager's area as opening.
- If no interested qualified employees, the position will be posted plant-wide according to the Job Bidding and Posting Procedure.
- If the position is not filled through the above procedure, the position will be posted as a training bid according to the Job Bidding and Posting Procedure. Training will be given by department, with assistance of the machinist when they perform repairs/duties in that area.

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### JOB CODE CONVERSION CHART

October 4, 2007

For each job code contained in Appendix B of our Agreement (the “Current Appendix B”), this chart indicates the applicable pay level and the corresponding job codes from Appendix B of the prior collective bargaining agreement (the “Prior Appendix B”). The job descriptions applicable to each of the job codes contained in the Prior Appendix B will continue to apply to each of the corresponding job codes in the Current Appendix A. For purposes of Article IX, Section (e), the Job Code will be defined as the Reference Number noted below.

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Job Code	Reference Number	Title	Level
103	337	Gallery Maint.	3
103	704	Heat Treater	3
103	741	Machine Line Oper., Wheelmaker, Operate and Maintain Washers, Dispatch Operator	3
103	771	Packer	3
103	700	Proof & Clean	3
103	756	SubAssembly	3
104	506	Area Metal Comp. Repair	4
104	755	Final Assm., Cti Builder	4
104	508	Finish Wood Repair	4
104	702	Heat Treat Inspector	4
104	706	Heat Treater Spec., Torch Draw	4
104	753	Inspack	4
104	750	Inspect	4
104	742	Mach. Dept. Spec.	4
104	766	Mach. Spec.GFM, MA60s, Lt-15 & FMS Spec.	4
104	790	Utility Specialist	4
104	800	Magnaflux	4
104	503	Metal Finisher	4
104	705	Polisher	4
104	758	Shotgun BBL Subassm.,Inspect,Repair	4
104	751	Test & Target	4
104	707	Trig. Pl. Assm.	4
105	397	Adv. Area Mach. Setter	5
105	196	Gallery Leader	5
105	321	Sr. FMS Spec.	5
105	505	Sr. Metal Finisher	5
106	126	Production Group Leader	6
203	226	Gen'l. Maint. Mech.Tool & Model Maker, Pipefitter, Welder & Mach. RepairTrainee	3
204	224	Cutter Grind Spec. Inspector	4
204	113	Electrician	4
204	182	Gen'l. Maint. Mech.	4
204	165	Haz. Material Handler Spec.	4
204	191	Mach. Repairman	4
204	128	Pipefitter	4
204	131	Tool & Modelmaker 3rd Class	4
204	156	Welder	4
205	220	Cutter Insp. 1st Class	5

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<b>Job Code</b>	<b>Reference Number</b>	<b>Title</b>	<b>Level</b>
205	120	Elec. Spec.	5
205	122	Gen'l. Maint. Tech.	5
205	171	Haz. Material Handler Leader	5
205	123	Maint. Machinist	5
205	134	Pipefitter Spec.	5
205	103	Tech. Grind Spec.	5
205	142	Tool & Model Maker 1 <sup>st</sup>	5
205	138	Tool & Modelmaker 2 <sup>nd</sup> Class	5
206	362	NC Programmer	6
206	312	CNC/NC Toolmaker	6
206	299	Elec. Tech.	6
206	357	Exhaust, Vent., Design Spec.	6
206	125	Maint. Group Leaders	6
206	124	Maint. Machinist Tech.	6
206	137	Senior Pipefitter Specialist	6
303	239	Parts Expeditor	3
304	178	Gun Expediter	4
304	510	Gun Repairman	4
304	340	International Shipping Clerk	3
304	809	Receiving Log-In Inspector	3
305	813	Arms Service Group Leader	5
305	507	Sr. Area Metal Component Repair	5
305	250	Sr. Parts & Repair Coorespondent	5
306	203	Arms Service Gun Repair Spec.	6
403	240	Custom Shop Parts Processor	3
404	193	Custom Gunsmith	4
404	115	Engraver	4
404	798	Hand Checker	4
404	241	Sr. Custom Shop Parts Processor	4
405	361	Sr. Custom Gunsmith	5
405	114	Sr. Engraver	5
405	375	Sr. Gun Repairman	5
405	799	Sr. Hand Checkerer	5
406	364	Custom Gunsmith Spec.	6
406	117	Engraver Spec.	6
503	147	Forklift Trucker, Rotoclone Cleaner, Trucker /Washer, Sakvage Worker	3
503	148	Hand Trucker/Trans Spec	3
503	311	Haz. Material Handler	3
503	238	Inv. Control Clerk	3
503	200	Packer/Shipper	3

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<b>Job Code</b>	<b>Reference Number</b>	<b>Title</b>	<b>Level</b>
503	159	Receiving Clerk	3
503	111	Sr. Warehouse Person	3
503	108	Storekeeper Controller	3
504	109	Area Mach. Setter	4
504	153	Assoc. Planner	4
504	219	Cycle Counter	4
504	231	PM Shipper/Packer/Inventory Coord	4
504	133	Purch. Parts Inspector	4
504	298	Storekeeper Controller Spc.	4
504	262	Warehouse Coord.	4
505	339	MRP Data Control Specialist	5
505	286	SAP Transaction Specialist	5
505	373	Warehouse Leader	5
506	810	MCS Coord.	6
604	280	CAD Product Oper.	4
604	143	Technicians	4
604	283	Tool Design Oper.	4
605	194	CAD Product Oper. Spec.	5
605	358	CNC Associate Programmer	5
605	279	Mat'ls. Tech. Spec. (Sr. Tech's.)	5
605	316	Quality Assurance Gage Inspector	5
605	223	Tool Design Spec.	5
606	282	CAD Product Designer	6
606	221	CNC Programmer	6
606	284	Sr. Tech. Spec.	6
606	202	Sr. Tool Design Spec.	6

IV. LEAVES OF ABSENCE

PERSONAL LEAVES OF ABSENCE  
(LOA)

January 15, 1990

- The service requirement for a LOA is one year of continuous service as a Full Service Employee (FSE)
- LOA's are not granted solely at the request of the employee. In general, LOA's are granted for the following reasons:
  - As an extension to retain an employee on the Plant rolls after the employee has expended 6 months of disability payments and we have medical reason to believe the employee will return to work on a full assignment in the near future.
  - In rare cases, a LOA is granted for personal reasons such as to continue an educational program that is beneficial to Remington.



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### VOLUNTARY LEAVE OF ABSENCE (VLOA)

September 13, 1990

During the time of layoff, there is an option people may request which is called Voluntary Leave Of Absence (VLOA). A person who is not on the lay off list may request a VLOA if the leave means that someone on the layoff list will be saved from layoff.

The VLOA must be for six months and the person who takes the VLOA cannot return to work in less than six months unless there is a recall during that period. At the end of six months, the person must make a decision – return to work, resign or take a pension, if eligible. Also, during the period the person is out of work on VLOA, they cannot collect Unemployment Insurance benefits and there is no pay from Remington.

If a person takes a VLOA, the top seniority person on the layoff list will be saved for six months. If at the end of six months the VLOA person chooses to re-

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turn to work, the person who was saved will be laid off (depending on business conditions at the time). If the VLOA person does not return to work after six months, the person who was retained will continue employment.

A person who takes VLOA will not necessarily return to work on their present assignment after the six months period. If their current assignment is filled while they are gone, they will be treated as an excess person when they return to work.

Below is an explanation of the benefits afforded to employees who request a VLOA.

### BENEFIT COVERAGE FOR EMPLOYEES WHO ARE GRANTED A VLOA

PAY - There is no Company pay during the six months of a VLOA;

UNEMPLOYMENT INSURANCE -  
There is no Unemployment Insurance during a VLOA;

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**SERVICE/SENIORITY** - Service and seniority continue to accrue during a VLOA;

**PENSION CREDIT** - Pension credit continues to accrue during a VLOA;

**NON-CONTRIBUTORY GROUP LIFE INSURANCE (COMPANY-PAID)** - Continues during a VLOA;

**CONTRIBUTORY GROUP LIFE INSURANCE (EMPLOYEE-PAID)** - May continue during a VLOA, but the employee must pre-pay each month's premiums;

**SAVINGS AND INVESTMENT PLAN (SIP)** - Continues during a VLOA, but no contributions may be made.

**VACATION CREDIT** - Vacation credit continues to accrue during a VLOA, but no vacation may be taken;

**MEDCAP MEDICAL/SURGICAL COVERAGE** - MEDCAP continues during a VLOA;

**DENTAL ASSISTANCE PLAN - DAP** continues during a VLOA;

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SHORT-TERM DISABILITY PLAN - Disability payments are not made during a VLOA;

TUITION REFUND PROGRAM - Tuition refund continues during a VLOA.

### FMLA GUIDELINES

October, 2007

Remington Arms Company (the Company) will grant up to 12 weeks of Family and Medical (FMLA) leave to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). Depending upon the circumstances of the leave, the leave may be paid, unpaid, or a combination of paid and unpaid leaves.

The FMLA allows eligible employees to take job-protected, unpaid leave, or appropriate accrued paid leave ("FMLA leave"), for up to a total of 12 work-weeks in any 12-month period because of:

- The birth of an employee's child or to care for the newborn;

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- The placement of a child for adoption or foster care with an employee or to care for the newly placed child;
- To care for the employee's child, spouse, or parent who has a serious health condition; or
- Because of a serious health condition that makes the employee unable to perform the functions of his/her job.

Spouses who are both employed by the Company are entitled to a combined total of 12 weeks' leave (rather than 12 weeks each) in any 12-month period for bonding (the birth, adoption or foster care placement and subsequent care of a child) or for the care of a parent with a serious health condition.

The 12-month period is a rolling 12 months measured backward from the date the employee last uses any FMLA leave.

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To be eligible for FMLA leave, an employee must have been employed by the Company for at least 12 months and must have worked at least 1250 hours during the 12-month period preceding the beginning of the leave. The employee must also provide appropriate medical certification for FMLA leave due to a serious health condition.

Employees should contact the Medical Department for further information concerning FMLA.

### MILITARY LEAVE POLICY

October, 2007

Remington Arms Company will grant military leaves as required by Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA). Employers are prohibited from discriminating against employees in regard to hiring, terminating, promotion, training, or any other employment benefits or advantages for the employees' past, present, or future participation in the uniformed services.

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Employees must provide advance notice of military service leave to Remington. A written notice of orders should be given to the supervisor. Employees who are enlisted in National Guard, Reserves, or full-time enlistment in the Armed Forces should be referred to Human Resources for proper paperwork administration.

### *Active Military Training And Service*

The following provisions apply to employees who are about to enter active military training and service for the first time (draft or enlistment – generally a minimum of one (1) year).

**Eligibility:** An employee who has one (1) year or more of service.

**Pay:** The employee will be granted a vacation allowance for any vacation to which they may be entitled at the time of termination.

**Time off:** In cases where registration or physical examination for

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active military service is not feasible at other than scheduled working hours, employees should be given sufficient time off to register or be examined during their regular working hours. Proper documentation should be provided to supervision. Registration or physical exam will be considered a “Personal Excused” unpaid absence. “Military Registration” or “Military Physical” should be noted in the comment section of the time sheet.

Service: The employee will be eligible for re-hire upon completion of military obligation as long as length of military service does not exceed five (5) years. The employee will be returned to his/her former position



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unless position has been declared excessed and/or regressed.

### *Peace-Time Military Training (Reserve Force Act)*

(Employee who voluntarily joins the National Guard- generally three to six months training).

**Eligibility:** An employee who has one (1) year or more of service.

The employee should submit a copy of his/her official orders-to-report to training to his/her supervision.

**Pay:** Accrued vacation time may be taken prior to military leave or when the employee returns to work following release from such duty as long as it is within the same calendar year. Vacation time will not be accrued during military

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absence. Pay in lieu of vacation will be available if the employee is unable to take accrued vacation prior to, or upon returning from military training. Vacation required for designated shutdowns must be considered prior to receiving pay in lieu of vacation.

**Service:** The employee's seniority service will continue. The employee shall be expected to return back to work at the earliest practical day following completion of their training and associated travel. The employee will be returned to his/her former position unless the position has been declared excessed and/or regressed.

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### *Emergency Duty – National, State*

This would include employee members of the National Guard and Reserves who are officially ordered to perform emergency duty. (I.E. In connection with natural disasters, riots, civil disturbances etc.)

**Eligibility:** An employee who has one (1) year or more of service.

An employee called for emergency duty should submit a copy of his/her official orders-to-report to his/her supervision.

**Pay:** Employees will be paid at their regular rate of pay (40-hour week or scheduled shift for continuous operations) including shift premium during their absence from work.

This pay will be granted for up to 60 calendar days.

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Scheduled workdays on which an employee is excused for emergency duty should be counted as days worked in computing sixth and seventh days worked in a week (I.E. Continuous operations).

**Service:** Employee shall be expected to return to scheduled shift at the earliest practical day following completion of their emergency duty.

### *Annual Encampment*

This would include members of the Reserve Forces, National or State Guard Units (Ex. Summer Encampment two weeks a year)

**Eligibility:** An employee is eligible from date-of-hire.

The employee should submit a copy of his/her offi-

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cial orders-to-report to annual encampment to his/her supervision.

Pay: The employee will be paid the difference (make-up pay) between the government base pay (excludes all other military allowances) and the employee's regular rate of p a y (40-hour week or scheduled shift for continuous operations) which includes shift premium from the Company for a period not to exceed 17 consecutive calendar days in any regular annual training period. In cases where military encampment consists of non-consecutive days, a total of 12 days per year is the maximum number of days allowed.

Such encampment will not affect an employee's eligi-

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bility for vacation pay; however, he/she will not receive make-up pay and vacation pay for the same period.

When the employee presents his/her military pay papers, the pay difference will be processed in a subsequent pay period.

Service: There is no impact on the employee's service or seniority.

### *Other Training:*

(Voluntarily done by employee)

Occasionally, requests are made by employee members of National Guard of Reserve units for excused absence to attend special training (other than annual training and initial Reserve training) authorized by the Military Selective Service Act and provided by the various branches of the Armed Forces for the purpose of improving their military status or skills. An example of such training is helicopter pilot school.

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An employee requesting “other training” should submit a copy of his/her training schedule to his/her supervision.

The employee is normally expected to report back for work on his/her first regularly scheduled workday after release from training and associated travel.

No company pay allowances are to be granted in connection with this type of training duty.

### *Activation During Time Of War:*

**Eligibility:** An employee is eligible from date-of-hire.

**Pay:** Vacation time accrues during the first six months of the military service. After that time vacation time accrual stops and will not resume until employee returns to work. Any unused accrued vacation will be paid at the end of the calendar year.

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**Service:** The employees' seniority service will continue, providing employee returns to work within 30 days after the tour of duty.

The employees' current position will be held for one (1) year, unless the position has been declared excessed and/or regressed.

If employee is unable to return to the job within one (1) year, the job will be posted. Upon returning to work, employee will be placed in another position with comparable pay.

**Benefits:** The Armed Services will provide medical/dental coverage for those on active duty. However, under the USERRA provision, Remington will offer continual medical coverage for 18 months. The first 12



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months will be provided at the current active rate and the remaining 6 months will be at the COBRA rate. The employee is responsible for payment of this coverage.

Life Insurance Benefits are not paid if death is the result of active military service. Benefits may be paid by the Military.

Employees on military leave can suspend 401(k) loan repayments for the entire period of their military service. Repayment will resume upon their return to work. The original repayment period will be extended by the length allowed by law. Remington will honor all Military Service as vesting service for the 401(K) and pension plans.

SERVICEMEMBER FAMILY AND  
MEDICAL LEAVE

February 2008

The federal Family and Medical Leave Act (FMLA) now entitles eligible employees to take leave for a covered family member's service in the Armed Forces ("Servicemember FMLA"). This policy supplements our FMLA guidelines and provides general notice of employee rights to such leave. Except as mentioned below, an employee's rights and obligations to Servicemember FMLA Leave are governed by our existing FMLA policy.

*Employee Entitlement to Servicemember FMLA*

Servicemember FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:

- A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or

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- To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

### *Duration of Servicemember FMLA*

- When Leave Is Due To A "Qualifying Exigency": An eligible employee may take up to 12 workweeks of leave during any 12-month period.
- When Leave Is To Care for an Injured or Ill Service Member. An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.
- Servicemember FMLA runs concurrent with other leave entitlements

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provided under federal, state and local law.

### *Leave under State Military Leave Laws*

A growing number of states provide leave for family members of service members. The entitlements for such leave differ from state to state. Our policy is to comply with such laws in any circumstances where they apply to employees of our Company.

## **V. MISCELLANEOUS PROVISIONS**

### **NORMAL SHIFT SCHEDULES**

Undated as modified November 15, 2012

Except as provided in Article III Section (b), or as otherwise agreed:

Main Offices	- 8:00 A.M. – 4:30 P.M.
1st Shift	- 7:00 A.M. – 3:30 P.M.
2nd Shift	- 3:30 P.M. – 12:00 Midnight
3rd Shift	- 10:30 P.M. – 7:00 A.M.

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Each shift includes a one-half hour unpaid meal period.

### MEDICALLY PRESCRIBED FOOTWEAR

February 27, 1984

Employees requiring special alterations to footwear prescribed by a doctor will be reimbursed up to \$75.00 plus sales tax each year for any such footwear purchased outside of Plant Stores.

This reimbursement is consistent with our Employee Safety Shoe Program.

Employees must show medical prescription plus bill of sale to Human Resources prior to reimbursement.

### JURY DUTY GUIDELINES

August 17, 1987

The following clarifies some issues in regard to the Jury Duty provisions of the Agreement:

1. Time absent for Jury Duty service or related activity will not be used in the calculation of overtime pay-

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ments and shall not be counted as time worked for the purpose of determining the sixth and seventh day in the work week.

2. Employees on the night shifts should be transferred to the day shift for the period they are performing Jury Duty service.
3. Employees who have been selected to perform Jury Duty service must complete Form RD-6239 (Rev.7/1/79) for each week of Jury Duty. The form must be delivered to the employee's supervision on the Monday following each week of Jury Duty service.

### HOLIDAYS WITH RELIGIOUS MEANING

January 5, 1990

Employees may request time off to observe a holiday that has religious meaning to the employee, but is not recognized as a Plant holiday. The following guidelines apply to such requests:

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- Since these holidays are known in advance by employees, provisions should be made to schedule vacation days for these holidays.
- In cases where vacation time cannot be scheduled, supervision may grant an employee an excused absence without pay (unpaid personal time).

The intent of this practice is not to create additional Plant holidays, but to afford employees time off to observe holidays of a religious nature without seriously affecting Plant operations.

### OVERTIME COMBINED WITH ONE HALF DAY VACATION

September 1, 1999

Management is willing to allow employees who are scheduled to work overtime, and have authorized ½ day vacation, work six (6) hours and take the remaining four (4) hours off as vacation. This would apply to all three (3) shifts.

BIRTHDAY SCHEDULING

December 5, 2000

1. If the employee wants to schedule the actual date of their birthday (or the Friday before, or Monday after in the event that their actual birthday falls on a weekend or during a scheduled plant shut down) then that date will get priority.
2. If the employee elects to “float” their birthday to another date, and they are prepared to declare that date at the time the birthday holiday is being scheduled, that date will also get priority up to the point that the company limits the number of employees that can be out on any given day.
3. If the employee wants to “float” their birthday, but is not able to commit to a specific date at the time birthdays are being scheduled, then the floating birthday holiday will be scheduled at the same time employees are scheduling their third and



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fourth weeks of vacation, and the floating birthday holiday will be given no more priority than any other day of vacation.

### MEDICAL APPOINTMENTS

May 21, 2008

Employees required to attend Doctor appointments during scheduled work hours will be allowed a maximum of four hours paid time to attend. Every attempt shall be made by the employee to schedule such appointments outside of scheduled work hours.

If appointments are routine and or local and the employee can attend the appointment in less than four hours he/she is expected to do so. In the case of an appointment for a night shift employee, where preparations are required that cause the employee to be unable to work, a shift change may be requested through the Medical Department.

No pay will be granted for routine preventative appointments or procedures such as physicals. No pay will be grant-

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ed for dentist appointments other than tooth extractions and root canals. The employee will be required to present proof of such procedures to our Plant Medical Department.

The following also shall apply:

1. For medical appointments (a) due to colonoscopy, endoscopy, cardiac catheterization, tooth extraction or root canal or (b) the distant location of the medical appointment, additional pay over and above the four (4) hours provided in Article VIII(f) of the Agreement may be authorized in advance provided the employee provides proof of the medical appointment and procedure to the Employer's Plant Medical Department and the employee is eligible to be excused from work and paid for such medical appointment pursuant to Article VIII(f) of the Agreement. Such pay shall not result in more than eight (8) hours pay at straight time for a single medical appointment. Any lost time beyond eight

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- (8) hours will not be eligible for payment as a medical appointment.
2. If such pay is authorized, the medical appointment will count as two (2) of the employee's twelve (12) annual medical appointments for purposes of Article VIII(f) of the Agreement.
  3. Employees should notify the Medical Department prior to such medical appointments to determine their eligibility. In the case of a medical appointment for a night shift employee, where preparations are required that cause the employee to be unable to work, a shift change may be requested through the Medical Department.
  4. Employees are required to present proof of tooth extractions and root canals to the Medical Department to be eligible for payment.
  5. For all medical appointments, advance notice is required absent extenuating circumstances.

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6. For purposes of calculating the up to four (4) hours pay at straight time:
  - a. If an employee leaves from the Plant to travel to a medical appointment and returns to the Plant to resume work, the Employer will pay the employee for:
    - i. Travel time to the medical appointment, as determined by MapQuest (or some alternative comparable service) from the Plant to the medical appointment plus ten (10) minutes; and
    - ii. Time spent at the medical appointment; and
    - iii. Travel time from the medical appointment back to the Plant, as determined by MapQuest (or some alternative comparable service) from the Plant to the medical appointment plus ten (10) minutes.

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- b. If an employee leaves from the Plant to travel to a medical appointment and does not return to the Plant to resume work, the Employer will pay the employee for:
  - i. Travel time to the medical appointment, as determined by MapQuest (or some alternative comparable service) from the Plant to the medical appointment plus ten (10) minutes; and
  - ii. Time spent at the medical appointment.
- c. If an employee travels to a medical appointment from anywhere other than the Plant and returns to the Plant to resume work, the Employer will pay the employee for:
  - i. Time spent at the medical appointment; and
  - ii. Travel time from the med-

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ical appointment back to the Plant, as determined by MapQuest (or some alternative comparable service) from the medical appointment to the plant plus ten (10) minutes.

- d. If an employee travels to a medical appointment from anywhere other than the Plant and does not return to the Plant to resume work, the Employer only will pay the employee for time spent at the medical appointment. The expectation of the parties is that an employee is to report to work unless previously excused consistent with the Employer's Attendance Policy.

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MEDICAL FORM

November 15, 2012

To: Remington Arms Co. LLC

**THIS FORM IS REQUIRED TO  
DETERMINE THE EMPLOYEE'S  
ELIGIBILITY FOR PAY DURING  
THIS APPOINTMENT**

This is to certify

that\_\_\_\_\_

was seen for an appointment for him/  
herself with

Dr. \_\_\_\_\_ for:

(check one)

\_\_\_\_\_ Routine Visit

\_\_\_\_\_ Diagnosis

\_\_\_\_\_ Follow up to a recent problem

\_\_\_\_\_ Diagnostic Testing

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(FOR DENTAL APPOINTMENTS  
ONLY – Check one)

\_\_\_\_\_ Tooth Extraction

\_\_\_\_\_ Root Canal

Providers address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Scheduled at: (Time) \_\_\_\_\_

on (Date) \_\_\_\_\_

The patient arrived at (Time) \_\_\_\_\_

and left the office at (Time) \_\_\_\_\_

Physician/Representative\*

\_\_\_\_\_

Date \_\_\_\_\_



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*\* By signing this form I affirm that  
the information contained herein is  
truthful and accurate.*

Employee to Complete:

I certify that I attended the above ap-  
pointment:

Employee Signature:

\_\_\_\_\_

Date \_\_\_\_\_

=====

Remington Arms LLC Internal Use  
Only:

Approved Hours: \_\_\_\_\_

Medical Department \_\_\_\_\_

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### PENSION SERVICE CREDIT

April 16, 2003

Active employees who, as Local Union officers or Committee Members, engage in business on behalf of the UMWA, will be credited with pension service under the Remington Arms Company Inc. Pension and Retirement Plan ("Pension Plan") for hours in which they attend to UMWA business in lieu of hours they would otherwise be actively employed at the Employer's facility.

Consistent therewith, Remington Arms Inc. and the UMWA agree that this Memorandum of Understanding shall serve as an amendment to Section III A (25) ("Service") of the Pension Plan, so that the definition of an Employee's Service shall include hours and lost wages earned in which he works as a Local Union officer or Committee Member attending to UMWA business in lieu of hours he would otherwise be actively employed at the Employer's facility and said lost wages will be used to determine the amount of his pension.

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The parties hereto further agree that it shall be the responsibility of the Local Union to give the Employer notice of the hours absent from work due to union business so that the Employer will cause the Pension Plan to credit said hours and wages at the appropriate hourly rate, under Article III A (25), as amended herein.

### HEALTH AND SAFETY TRAINING

October 4, 2007

Notwithstanding Article VIII(b)(9) of the Agreement, the Union and the Employer agree that the Employer's total obligation to pay members of the Health and Safety Committee attending and participating in annual Health and Safety Training at their regular rate of pay for lost working time shall be limited to a total of six hundred (600) hours during the term of the Agreement in the aggregate.

### THE REMINGTON OUTDOOR COMPANY "ROC" DRUG FREE WORKPLACE POLICY

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[Effective January 1, 2017, and in lieu of the Freedom Group Drug Free Workplace Policy]

### **Substance Abuse Policy Statement**

ROC is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any ROC employee illegally uses drugs on or off the job, comes to work under their influence, possesses, distributes or sells drugs in the workplace; or abuses alcohol on the job. It is a violation of company policy for any employee to:

- Use, possess, distribute, manufacture, dispense, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job or while on or in the Employer's property.
- Report to work under the influence of or while possessing in his or her body, blood, or urine, illegal drugs.
- Report to work under the influence

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of or impaired by alcohol. A person is considered to be impaired with an alcohol concentration of 0.04% BAC or greater.

- Use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed. However, nothing in this policy precludes the appropriate use of legally prescribed medications as long as that use does not impact the employee's ability to perform his or her job duties safely.

The use, consumption or possession of alcoholic beverages while working or on company premises is prohibited. (Company sponsored activities which may include the serving of alcoholic beverages are not included in this provision). An employee whose faculties are impaired due to alcoholic beverages while on duty/company business shall be guilty of misconduct, and shall be subject to discipline up to and including termination.

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Violators of this policy are subject to disciplinary action up to and including termination.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive - and drug free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at ROC.

As a condition of employment, employees must abide by the terms of this policy and must notify ROC, in writing, of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Employees who suffer from a substance abuse problem are urged to acknowledge the problem and seek help before they engage in conduct that may subject them to the disciplinary provisions of this Program.

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ROC offers an Employee Assistance Program (EAP) benefit for employees and their dependents. The EAP provides confidential assessment, referral, and short-term counseling for employees who need or request it. If an EAP referral to a treatment provider outside the EAP is necessary, costs may be covered by the employee's medical insurance; but the cost of such outside services is the employee's responsibility.

Confidentiality of EAP use will be maintained to the best of ROC's ability. No information regarding the nature of the personal problem will be made available to supervisors, nor will it be included in the permanent personnel file. Participation in the EAP will not affect an employee's career advancement or employment, nor will it protect an employee from disciplinary action if substandard job performance continues. The EAP can be accessed by an employee through self-referral or through referral by a supervisor. We will distribute information about the EAP to employees for

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their confidential use, and will provide documents regarding EAP as part of a drug awareness program.

In order to maintain a drug-free workplace, the Company has established a drug-free awareness program to educate employees on the dangers of drug abuse in the workplace, our drug-free workplace policy, the availability of any drug-free counseling, rehabilitation and employee assistance programs and the penalties that may be imposed for violations of our drug-free workplace policy.

### **General Procedures For Reasonable Suspicion Testing:**

Any employee reporting to work visibly impaired will be deemed unable to perform required duties and will not be allowed to work. If possible the employee's supervisor will first seek another supervisor's opinion to confirm the employee's status. Next, the supervisor will consult privately with the employee to determine the cause of the observation, including whether substance abuse has



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occurred. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be sent home, or to a medical facility by taxi or other safe transportation alternative - depending on the determination of the observed impairment - and accompanied by the supervisor or another employee if necessary. A drug or alcohol test may be in order. An impaired employee will not be allowed to drive.

### **Opportunity To Contest or Explain Test Results:**

Employees and job applicants who have a positive confirmed drug or alcohol test result may explain or contest the result to the medical review officer within five (5) working days after receiving written notification of the test results from the medical review officer. If an employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to the company. If terminated, an employee may contest the drug test re-

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sult. The Medical Review Officer shall be a licensed physician with knowledge of drug abuse disorders. The Medical Review Officer shall not be an employee of ROC.

### **Confidentiality:**

The confidentiality of any information received by the employer through a substance abuse testing program shall be properly maintained, by only releasing the information to ROC representatives for proper reasons, except as otherwise provided by law. In the event an employee files a grievance, a charge of discrimination, a lawsuit, or otherwise raises an issue involving the results of the test(s), however, the Employer or Medical Review Officer shall make the relevant drug and/or alcohol test result(s) available to the Employer's representative(s) responsible for the investigation and resolution of the issue.

### **Job Applicant Drug Testing:**

All job applicants (post-offer, pre-placement) at ROC will undergo testing for

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substance abuse as a condition of employment. Any applicant with a confirmed and verified positive test result will be denied employment.

Once an offer of employment has been made and accepted, applicants will be required to submit voluntarily to a urinalysis test at a laboratory chosen by ROC, and by signing a consent agreement will release ROC from liability. If the physician, official, or lab personnel have reasonable suspicion to believe that the job applicant has tampered with the specimen, the applicant will not be considered for employment.

ROC will not illegally discriminate against applicants for employment because of a past history of drug or alcohol abuse. It is the current or recent illegal use of drugs and/or abuse of alcohol, preventing employees from performing their jobs properly, that ROC will not tolerate.

### **Employee Drug and Alcohol Testing:**

ROC has adopted testing practices to

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identify employees who use illegal drugs on or off the job or who abuse alcohol on the job. It shall be a condition of employment for all employees to submit to substance abuse testing under the following circumstances:

1. Reasonable Suspicion Drug and Alcohol Testing. When there is reasonable suspicion to believe that an employee is illegally using drugs or abusing alcohol. 'Reasonable suspicion' is based on a belief that an employee is using, or has used, drugs or alcohol in violation of the employer's policy drawn from specific objective and particular facts, and reasonable inferences drawn from those facts in light of experience. Among other things, may be based upon, but not limited to, the following:
  - a. Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to

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substance abuse;

- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- c. A report of substance abuse provided by a reliable and credible source;
- d. Evidence that an individual has tampered with any substance abuse test during his or her employment with the current employer;
- e. Information that an employee has caused or contributed to an accident while at work;
- f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment; or
- g. Smelling of alcohol.

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2. When employees have an on-the-job injury that requires more than first aid treatment, an employee must submit to a substance abuse test.
3. As part of a follow-up program to treatment for drug or alcohol abuse.
4. Random Drug Testing. ROC will conduct random drug tests on employees as permitted by applicable law no more than six (6) times per calendar year.

All active hourly employees shall be subject to random drug testing and shall constitute one pool for selection. Up to one percent (1%) of the employees in the pool at the time of the test shall be subject to random drug testing no more than one (1) time per calendar year. Employees chosen to be random drug tested shall be chosen by using a scientifically valid random selection process conducted by a validated 3rd party administrator who will insure that the identities of employees to be random drug tested at any time shall not

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be revealed to the employer or the employee until the day of the test.

Whenever an employee is notified of his or her selection, the employee must proceed to the test site immediately and no employee will be excused.

An Employee who is randomly tested under this Policy will be paid for any scheduled work time missed because of the drug or alcohol test.

---

<sup>1</sup> Examples of “a reliable and credible source” include (i) newspaper/media reports (iii) Federal, state or local police reports or (iii) other sources, any of which are validated after an investigation.

<sup>2</sup> In recognition of the complexity and change inherent in the legal doctrine of accretion, in the event that an accretion of the New Facility is found to be ineffective, invalid or unenforceable by the National Labor Relations Board, a Federal Court of the United States of America or other competent legal authority, then the parties agree that the Employer shall voluntarily recognize the Union as the collective bargaining representative of employees in the New Facility if the Union establishes that it represents a majority of the employees in the New Facility via signed union authorization cards (i.e., a card check) or by op-

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eration of the National Labor Relations Act. The parties agree that an arbitrator to be selected by the parties pursuant to the procedure set forth in Article X, Section (b)(4) of the CBA shall be authorized to determine if the Union represents a majority of the employees in the New Facility. If the Union is certified as the collective bargaining representative of a majority of the employees in the New Facility, the parties shall expeditiously commence negotiations to apply the terms of the CBA to the New Facility. The parties agree that the existing bargaining unit and the bargaining unit at the New Facility shall constitute a single bargaining unit.

### **Refusal to Submit:**

Applicants who refuse to submit to pre-employment testing will not be hired. A refusal to undergo alcohol and drug testing shall be considered a violation of this Policy. A “refusal to undergo alcohol and drug testing” includes, but is not limited to: refusing or failing to provide a specimen, or refusing or failing to attempt to provide a specimen without an adequate medical explanation; adulteration or substitution of a specimen, or attempting to adulterate or substitute a specimen; failing



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to complete any paperwork required by the collection facility; failing to remain at the testing site until the test is completed; failing or refusing to submit to a second test that may be required by the collector or the Company; or, failing to cooperate with any aspect of the testing process.

Additionally, an individual that fails to provide a sample within ninety (90) minutes of being given an opportunity to do so shall be considered to have refused to undergo the test and therefore violated the Policy.

### **Important Information for Job Applicants and Employees:**

When an employee or job applicant submits to a drug and/or alcohol test, he/she will be given a form by the specimen collector that contains a space for the donor to provide any information that he/she consider relevant to the test, including the identification of currently or recently used prescription or non-prescription medication or other

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relevant information.

The information form should be kept by the job applicant or employee for their personal use. If the job applicant or employee has a positive confirmed test result, a medical review officer will attempt to contact the individual in order to privately discuss the findings with that person. The job applicant or employee should keep the form as a “reminder” to discuss this information at that time.

The medical review officer will take this information into account when interpreting any positive confirmed test results. The information provided shall be treated as confidential and will not be given to the employer. Employees and job applicants have the right to consult with a plant nurse for technical information regarding prescription and nonprescription medicine.

The provisions of this policy are subject to any applicable collective bargaining agreement or contract and include the

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right of appeal.

Substance abuse testing for job applicants and employees may include a breathalyzer, a urinalysis screen, saliva and/or blood alcohol test for the following drugs:

- Alcohol (not required for job applicant testing)

Any alcoholic beverage and all liquid medications containing ethyl alcohol (ethanol). Please read the label for content. For example; Vicks Nyquil TM is 25% (50 proof) ethyl alcohol, Comtrex TM is 20% (40 proof), Contac Severe Cold Formula Night Strength TM is 25% (50 proof) and Listerine TM is 26.9% (54 proof).

- Amphetamines - “speed,” “uppers,” etc.
- Cannabinoids - THC, marijuana, hashish, “grass”, “hash”, etc.
- Cocaine, “coke,” “crack,” etc.
- Methamphetamines, E, Ecstasy

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- Phencyclidine (PCP) “angel dust.”
- Opiates, Heroin, Codeine, Morphine, “smack”, dope, etc.

Random drug tests shall use a urinalysis screen.

Initial positive drug test results will be re-tested by the laboratory using gas chromatography/mass spectrometry techniques to confirm the initial test results.

Positive saliva alcohol test results will be confirmed with blood alcohol test or breathalyzer.

The following drug cut-off levels will be used in the initial screening process. Amounts detected above the initial test levels set forth below will be considered cause to conduct a confirmation test using Gas Chromatography/Mass Spectrometry (“GC/MS”), or another approved form of Mass Spectrometry. Amounts detected below the initial test or confirmatory test levels set forth below will be considered negative under

## Appendix C

the Policy. Amounts detected in a confirmation test above the confirmatory test levels set forth below will be considered positive under this Policy, unless rejected for some reason by the Medical Review Officer.

Drug Class	Initial Test Level	Confirmatory Test Level
<b>Drug Class</b>	<b>Screen</b>	<b>GC/MS</b>
Amphetamines	500 ng/ml	250 ng/ml
Methamphetamine	500 ng/ml	250 ng/ml*
Barbiturates	200 ng/ml	200 ng/ml
Benzodiazepines	200 ng/ml	200 ng/ml
Marijuana Metabolites	50 ng/ml	15 ng/ml
Cocaine Metabolites	150 ng/ml	100 ng/ml
Methadone	300 ng/ml	150 ng/ml
Opiates	2000 ng/ml	2000 ng/ml **
Hydrocodone	300 ng/ml	100 ng/ml
Hydromorphone	300 ng/ml	100 ng/ml
Oxycodone	100 ng/ml	100 ng/ml
Oxycontin	300 ng/ml	300 ng/ml
Propoxyphene	300 ng/ml	200 ng/ml
Methaqualone	300 ng/ml	200 ng/ml
Phencyclidine	25 ng/ml	25 mg/ml

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- If opiates level is equal to or greater than 2000 ng/ml, a test for 6-Acetylmorphine, a heroin specific metabolite, will be run with a 10 ng/ml confirmation level.

A blood alcohol test of 0.04% blood or breath (grams per deciliter) or higher will be considered positive under this Policy.

Employees that have a positive test under this Policy for illegal drugs or alcohol shall be deemed to have violated this Policy.

All specimen collection and testing procedures will follow those mandated by the United States Department of Transportation regulations found at Title 49, Part 40 of the Code of Federal Regulations, to the extent applicable and practicable.

### **Violations of this Policy**

If an employee violates this Policy, such conduct may be just cause for the Employer to terminate the employee or

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suspend the employee with intent to discharge but the employee shall first be offered opportunity for professional assistance, evaluation and counseling to determine the extent of a drug or alcohol problem and be granted opportunity for rehabilitation, while utilizing the Employer sponsored Short Term Disability Program, subject to return-to-duty and follow-up testing and evaluation for a period of one ( 1) year following the completion of such rehabilitation and/or return to work.

Any disciplinary action taken under this Policy with respect to employees covered by a collective bargaining agreement shall be subject to the grievance and arbitrations procedures set forth in such collective bargaining agreement.

### **Disclaimer**

This policy supersedes any and all previously written/published policies regarding this matter.

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### END OF SHIFT PROCEDURE

October 4, 2007

The parties agree that an Employee's work center clean up is to begin no earlier than 15 minutes prior to the end of the Employee's shift, unless otherwise designated by the Employer. Employees are to clock in at the beginning of the Employee's shift and out at the end of the Employee's shift at the DCSI terminal assigned to the Employee in the Employee's area. The Employer will activate the turnstiles twenty-four (24) hours per day.

### MANAGEMENT RIGHTS

November 15, 2012

For purposes of clarifying Article II(d) (1) of the Contract, the parties acknowledge and agree that some of the rights which continue to be retained by the Employer include, but are not limited to, the right, power and authority to manage the Employer's operations and to direct its working force; to hire and assign employees of its own selection and de-



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termine the number to be employed; to maintain efficiency and control productivity; to establish, change and maintain standards of quality and quantity; to extend, maintain, move, curtail, close, sell or terminate all or any part of the operations of the Employer; to determine the size and location of the Employer's facilities; to determine and establish new or improved methods, processes or facilities; to discontinue old methods, equipment, processes or facilities; to prepare job qualifications and establish job classifications; to assign and reassign work to be performed by employees or classifications of employees as the Employer may deem necessary or expedient; to establish and change work schedules and assignments; to transfer, promote, demote, lay off, terminate or otherwise relieve employees from duties (subject to Article XI, Sections (b)-(c)); except as otherwise specified in the Contract, to make, initiate, alter or maintain rules for the maintenance of discipline, attendance and safety subject to the obligations of the parties to negotiate any such

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changes to a rule for the maintenance of discipline, attendance and safety under the National Labor Relations Act; to discipline, suspend or discharge employees (subject to Article XI, Section (a)) ; to establish and to require employees to observe Employer rules and regulations or bargain over the effects of any of the foregoing except as the foregoing may have been modified or limited by any specific written terms of the provisions of this Agreement.

### BARGAINING UNIT CONTINUITY

November 15, 2012

This letter agreement (“Agreement”) will confirm our discussions with the International Union, United Mine Workers of America (“Union”) concerning the Remington Arms Company, LLC (“Employer”) plant currently located at 14 Hoefler Avenue, Ilion, New York (the “Present Facility”). The parties recognize that efficiency and productivity could be improved if some or all of the current work being performed by the bargaining unit at the Present Facility

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were transferred to a new facility that potentially could be located near the Present Facility. Given the Employer's right to manage its business, including, but not limited to, the right to determine the location of the Employer's business, the parties agree to the following:

1. If the Employer establishes a new facility within one hundred (100) miles of the Present Facility (a "New Facility") to which work currently performed at the Present Facility is transferred, the parties agree to the accretion of any such New Facility and that all of the terms and conditions of the 2012-2017 Collective Bargaining Agreement (the "CBA") between the parties shall be immediately applicable to the accreted bargaining unit in the New Facility. The parties agree that the existing bargaining unit and the accreted bargaining unit shall constitute a single bargaining unit.
2. The Employer may transfer some, or all, of the employees and/or work

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being performed by the bargaining unit. In the event the Employer transfers employees and/or work being performed by the bargaining unit at the Present Facility to the New Facility, then the parties agree to meet from time to time to discuss plans to transfer employees and work to the New Facility in an orderly fashion consistent with the needs of the business and any associated issues. During said discussions, the terms of the CBA shall continue in full force and effect, including but not limited to Article XIV, the No Strike or Lockout.

3. The Union shall cooperate with, and advocate on behalf of, the Employer to obtain approvals, permits, variances, funding and/or financing for the New Facility with any local, regional, New York State or Federal governmental agency and/or community groups.
4. The Employer and the Union have fully negotiated with respect to

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the transfer of some, or all, of the employees and/or work being performed by the bargaining unit at the Present Facility to the New Facility and the effects thereof and all issues under the National Labor Relations Act have been considered and appropriately resolved.

5. Should differences arise between the Union and the Employer as to the meaning and application of the provisions of this Agreement (a “Grievance”), an earnest effort shall be made to settle such differences at the earliest practicable time. Any grievances, other than a grievance over the Employer’s right to transfer some, or all, of the employees and/or work being performed by the bargaining unit, which shall not have been adjusted between the parties shall be referred to the arbitrator to be selected by the parties pursuant to the procedure set forth in Article X, Section (b)(4) of the CBA, and his/her decision shall be final and

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binding upon the parties hereto.

6. This Agreement shall be coterminous with the CBA.

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<sup>2</sup> In recognition of the complexity and change inherent in the legal doctrine of accretion, in the event that an accretion of the New Facility is found to be ineffective, invalid or unenforceable by the National Labor Relations Board, a Federal Court of the United States of America or other competent legal authority, then the parties agree that the Employer shall voluntarily recognize the Union as the collective bargaining representative of employees in the New Facility if the Union establishes that it represents a majority of the employees in the New Facility via signed union authorization cards (i.e., a card check) or by operation of the National Labor Relations Act. The parties agree that an arbitrator to be selected by the parties pursuant to the procedure set forth in Article X, Section (b)(4) of the CBA shall be authorized to determine if the Union represents a majority of the employees in the New Facility. If the Union is certified as the collective bargaining representative of a majority of the employees in the New Facility, the parties shall expeditiously commence negotiations to apply the terms of the CBA to the New Facility. The parties agree that the existing bargaining unit and the bargaining unit at the New Facility shall constitute a single bargaining unit.

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### WORK JURISDICTION

November 15, 2012

For purposes of Article II Section (f), the parties acknowledge and agree that bargaining unit work (as defined in Article II Section (a)) as of the Effective Date of the Agreement that continues to be performed in the Plant will remain bargaining unit work subject to this Agreement. Notwithstanding the foregoing and the provisions of Article II Section (a), the parties acknowledge and agree that the Employer may continue its current practices with regards to contracting out or transferring work to third parties who perform work on the Plant premises and that said work does not constitute exclusive bargaining unit work. By way of example, such work includes, but is not limited to: coordinate measurement machines (CMM); electrical work; elevators; environmental services; external support related to the maintenance of furnaces (e.g., re-bricking, etc.); fork-lift repairs; heating and cooling; hoist inspection; janitorial services; laundry

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services; range maintenance; rigging; warranty related work, repair and preventative maintenance of equipment; security related services (e.g., gates, surveillance, monitoring equipment, etc.); services related to the maintenance of the Plant (e.g., roofing, flooring, carpeting, brick work, concrete, etc.); service technicians; suppliers screening and sorting parts; installation of equipment and modification of workspaces; and utilities.

### EMPLOYEE'S BIRTHDAY AND PLANT FLOATER

December 16, 2016

For purposes of Article IV, Section A, the Employee's Birthday and Plant Floater holidays may be used in lieu of a vacation day.

### **VII. PLACEMENT**

#### MACHINE MOVES OR REGROUPING

January 28, 1990

In the case of machines moving from one department to another, or regroup-



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ing of machines, the following are accepted practices:

- In the case of a machine (group) moving from one department to another, the primary assignment operator of the machine is required to move with the machine, unless his/her pay level will be affected by the move.
- In the case of machine regrouping, the longest seniority person operating any of the machines involved in the regrouping will be allowed to operate the new group, providing his/her pay level or shift will not be affected and he/she can be trained in a reasonable length of time to operate all the machinery/equipment in the new group.
- In any job move or regrouping that results in an excess situation, the longest seniority person who wishes to make the request, may be considered excess.

SHIFT REALIGNMENT PROCEDURE

June 17, 1998

*Guidelines:*

- It will be the function of management to determine when and where shift realignment is necessary in order to meet production schedules and business needs.
- It is management's main objective to treat all employees affected by such realignment in a fair and equitable manner.
- For this procedure, it is management's intention to group the same job assignments which are normally considered when a specific job goes up for bids under the job Bidding and Posting Procedure. Once the size of the group has been determined, no movement will be allowed outside the group as a direct result of this procedure.
- Management will use job classifications wherever possible. Where

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multiple job assignments are present within a single classification, shift realignment will be limited to specific job assignment. (Shift realignment will be within employee's Primary Assignment)

- All employees working on the job assignments where shift realignment is required will be asked if they desire to go to the open shift based on Plant Seniority. (volunteers first verses lowest senior employees). Employees with the same assignments on shifts where no realignment is required will not participate in this process.
- Employees will not be allowed to assume another employee's assignment through this procedure. (no bumping)
- An employee's classification and straight time rate of pay will not be affected by this procedure.

RETURN FROM LENGTHY  
DISABILITY

May 16, 2003

If the employee's job was filled due to the length of time he/she was out, he or she will be treated as an excess from his/her department, and will be given placement options according to ARTICLE IX, Section (e) as long as they return with NO RESTRICTIONS. Otherwise, the employee will be placed according to ARTICLE IX, Section K Medical Placement Procedure.

PHYSICAL LIMITATIONS

May 14, 2004

If through a regression, excess, or medical bump, an employee is unable to perform a given job due to physical limitations that job may be bypassed. The final determination, if said employee can perform a job, will be made by the Safety Manager, a Human Resources Representative, and two Union Representatives. This process will not be grieved and does not allow the employ-

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ee to pick a specific job. This process will not include job bidding and posting moves and in no way replaces the Medical Placement Procedure.

### APPRENTICES BIDDING

November 14, 2006

The parties agreed that if an apprentice bids to a position and it is determined jointly that that the opening is in a related skilled trade; that the apprentice is a qualified applicant; and that there would be no negative effects on the business if the apprentice were selected for the position, then the bid will be accepted. Apprentices will not be allowed to bid for non-related trades or non-skilled trades positions.

### REASSIGNMENTS WITHIN SUPERVISOR'S DEPARTMENT(S)

October 4, 2007,

as modified November 15, 2012

For purposes of further clarifying Article IX(1) of the Agreement, in the event that an Employee is moved from the Employee's primary assignment to another

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assignment within their Supervisor's department(s) for more than one hundred eighty (180) working days within a rolling twelve (12) month period, the Union reserves the right to discuss the assignment with the Employer. However, the Employer shall be under no obligation to modify or change the Employee's assignment. Moreover, nothing in this letter shall be construed as an agreement or understanding to reopen the Agreement. The Agreement, including but not limited to Article XIV – No Strike or Lockout, shall continue in full force and effect through the term specified in Article XVII of the Agreement.

### PERFORMANCE SHOP

October 4, 2007

The Employer is evaluating whether to create a new "Performance Shop" to be located within the Ilion Plant. The Performance Shop will specialize in the manufacture of non-catalogued guns with specific performance criteria. If the Employer creates a Performance Shop, the following shall apply.

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1. Positions in the Performance Shop – the classifications of Employees working in the Performance Shop shall be:
  - a. Level 5 – Job Code 405 (Senior Performance Shop Gunsmith)
  - b. Level 6 – job Code 406 (Performance Shop Gunsmith Specialist)
2. Staffing – the Employer shall have the discretion to hire qualified individuals to staff positions in the Performance Shop. The Employer will endeavor to staff the Performance Shop positions from amongst the current Employees in accordance with the terms of the Agreement, however, the Employer reserves the right to hire external candidates for the Performance Shop if the Employer determines there are no qualified internal candidates.
3. Employees selected to work in the Performance Shop shall be subject to the Agreement.

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4. Standards of performance – Employees working in the Performance Shop will be required to perform at the highest quality and productivity levels as determined by the Employer from time to time.
7. Employees in the Custom Shop and other departments will be expected to cooperate with assignments from and to support the Performance Shop. For example, an employee in the Custom Shop may be required to manufacture a part for a Performance Shop order.

### TEMPORARY REDUCTION REALIGNMENT PROCEDURE

November 15, 2012

In the event the Company utilizes the Temporary Reduction Realignment Procedure not to exceed four (4) calendar weeks pursuant to the Article IX(f) of the Contract (a “Temporary Excess”), the parties agree that furloughs should be avoided to the extent possible. In all cases where the work force is to be tem-



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porarily reduced, employees in order of seniority will have the option to be temporarily placed in an open job requisition (if available and provided they have the required qualifications and the ability to perform the work) for the duration of the Temporary Excess or furloughed for the duration of the Temporary Excess. If there are an insufficient number of open job requisitions so as to result in a furlough, prior to the Company implementing a furlough:

- The Company shall solicit volunteers among employees in the affected department pursuant to Voluntary Leave of Absence (“VLOA”) procedure for the period of the Temporary Excess. Any positions that become vacant pursuant to this VLOA may be filled by employees displaced by the Temporary Excess in order of seniority (provided they have the required qualifications and the ability to perform the required work).

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- If there still are an insufficient number of vacant positions created by the VLOA and open job requisitions, any remaining employees may be assigned to a labor pool to perform duties throughout the Plant as determined by the Company including, but not limited to covering absences, maintenance, painting, cleaning, etc. .
- Temporarily excessed employees may elect to be furloughed (in lieu of VLOA or placement in an open job requisition or assignment to a labor pool position).

During the period of Temporary Excess, employees placed in an open job requisition, a position vacated by operation of the VLOA or assigned to a labor pool position shall continue to be paid at the regular hourly rate of pay they received prior to the Temporary Excess (unless they are entitled to a higher rate of pay by operation of the Contract). At the conclusion of the Temporary Excess, employees who changed positions (or

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accepted the VLOA) as a result of the Temporary Excess will be returned to the positions they occupied prior to the Temporary Excess.

### **VIII. RATES OF PAY**

#### **PAY PRACTICES**

March 7, 2005

#### *Definitions*

Pay Level – The level that a job is slotted at in accordance with Appendix B of the current Collective Bargaining Agreement (CBA).

Pay Rate – Actual rate of pay that employee is paid in accordance with their Pay Level in Appendix A of the current CBA.

Step - Intervals of time between Pay Rate increases as detailed in Appendix A of the current CBA.

#### *New Hire*

The hire rate is the Start Step of the appropriate job level.

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The employee's Pay Rate increases in accordance with the Steps.

### *Rehire (Recalled from Layoff)*

If a former employee is hired to same job as their exit job within 24 months, their Pay Rate will be at the same Step as their exit Pay Rate.

If a former employee is rehired to a different job, or more than 24 months have elapsed since their previous employment, their Pay Rate will be at the Second Step of that Pay Level. (Unless the employee's previous service was entirely prior to September 11, 1997, in which case their Pay Rate will be at the same Step as their exit Pay Rate.)

### *Successful Bid to Job in Same Level*

Employees transferring from Production to Production or from Support to Support will be transferred at their current Rate of Pay.

Employees transferring, for any reason, between Production and Support departments will receive the second Step

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of the Pay Level and may progress depending on performance at least a step every 12 months until at the top of the level.

### *Bid Or Progress To A Higher Level*

Employees bidding to a job in a higher Pay Level will be transferred to their same Step in the new Pay Level unless the employee:

- Bids to a job that would move him/her between Production and Support departments. In that case, the employee will be paid at the Second Step of the new Pay Level.
- Bids to a Level 5 or 6 job which does not move the employee between Production and Support. Since Level 5 and 6 jobs are considered highly skilled positions that require special qualifications or experience, the employee would be transferred to the first Step in the new Pay Level that is higher than the Pay Rate the employee held in their last job (referred to as one step above cross-

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over). Level 5 and 6 employees then progress based upon performance if it has been at least 51 months since their last date of hire.

### *Bid Or Regression To A Lower Level*

In bids or regression to a lower level, the Pay Rate will be at the same Step (not the same amount of money) in the lower level.

If the person bids or regresses to a lower level outside of their assigned section, i.e. production to/from a support group, the employee's pay moves to the second step for levels 3-6. If a person goes to the 2nd pay step of a lower level, they may progress depending on performance at least a step every 6 weeks until at the top of the level. As long as the increased step does not exceed their seniority.

### *Temporary Transfer To Same Level*

In temporary transfers to a job in the same level there is no change in the pay rate. If the employee has previously

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held a higher pay step on this job, the supervisor may pay the employee at the higher step.

### *Temporary Transfer To A Lower Level*

Temporary transfers to any lower level job retain the rate of pay of their previous assignment.

### *Temporary Transfer To A Higher Level Job*

Temporary transfers to a higher level job will be paid at the next higher pay rate as a minimum. If the employee has previously performed the job, supervision may pay the employee at the rate previously acquired.

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