			P/%	RANGE OF CONSIDERATION			EVALUATION	
F/N	#	ITEM		INITIAL POSITION	1 <sup>st</sup> Fallback VERY GOOD	Desirable GOOD	WALK AWAY	+54321- VG G WA
N	Article 10. Section 5	Seniority	12%	A person can get a part time job without loss of seniority	Remove additional employment bullet points.	Seniority continues as long as the employee remains a full-time employee.	Remove part time jobs.	5
N	Article 10. Section 4	Probationa ry period.	10%	Reduced to 30 days	35 day probationary period	40 day probationary period	45 day probationary period	1
Ν	Article 15	Sick Days	11%	Give sick days as soon as probation period ends	6 Months after hire date	1 year after hire date	> 1.5 years after hire date	5
N	Article 11. Section 5	Break time amount	10%	Increase breaks from 10 to 15 minutes.	Give employees 2 15-minute paid breaks	Give employees one 15-minute and one 10-minute break	One 10-minute break and one 15- minute break	5
N	Article 13. Section 3	Plant Shutdowns	10%	Do not force employees to use vacation time for plant shutdowns.	Allow employees to choose what days they use for plant shut down.	Allow employees to choose what days they use for plant shut down.	Allow employees to choose what days they use for plant shut down.	5
N	Article 4. Section 3	Optional Dues	5%	Allow employees the option to have dues removed from their paycheck.	Give employees right to choose to pay the union dues	Give employees right to choose to pay the union dues	Give employees right to choose to pay the union dues	5
F	Article 13	Vacation Days	12%	First year worked = 5 vacation days. After that each year you work you earn 2 extra vacation days.	First year worked = 5 vacation days. After that each year you work you earn 2 extra vacation days.	First year worked = 5 vacation days. After that each year you work you earn 2 extra vacation days.	First year worked = 5 vacation days. After that each year you work you earn 1 extra vacation day.	5

F	Article 12. Sectio n 3	Shift Premiums	15%	Raise second shift premium \$.10 and third shift premium \$.25	Raise second shift premium \$.10 and third shift premium \$.20	Raise second shift premium \$.10 and third shift premium \$.15	Raise second shift premium \$.10 and third shift premium \$.10	3
					•	•		•
F	Article 12. Section 4	Wage Increases	15%	Annual 5% wage raise for all shifts	Annual 4% wage raise for all shifts	Annual 2% wage raise for all shifts	Annual 2% wage raise for all shifts	3

FORM B	NAME & TEAM NUMB	SER:	
NON-FINANCIAL	DATE:		
DEMANDS	PAGE NUMBER:	OF	

#### HIGHLY CONFIDENTIAL

ARTICLE NUMBER	ITEM	RATIONALE
Article 10. Section 5	Seniority should not be broken because a person gets a second job.	A person can get a part time job for extra money as long as that part time job does not interfere with their work and the employee does not start work with a competitor or client.
Article 10 Section 4	Probationary period should be reduced to 30 days.	Employees must join the union within 30 days so their probationary period should not be longer than that.
Article 15	Sick days should be given after probationary period ends	The state of Michigan requires employers to allow employees to use sick leave after a maximum 90- day probationary period.
Article11 Section 5	Change 10 minute breaks to 15 minute breaks	Give employees more time for breaks since they only get a 30 minute lunch break.

Article 13 Section 3	Get rid of fixed plant shutdowns forcing employees to use their vacation time.	Giving employees the choice to use their vacation during forced shutdown if they chose to. Do not require it.
Article 14 Section 1 2nd Bullet point	Add "with the exception of the employee using vacation days before or after the holiday.	Allowing an employee to use prior approved vacation time for the day before or after a vacation will give employees more freedom to take holiday vacations.
Article 4 Section 3	Take out "such other uniform obligations as are permitted by law owed to the Union."	The law has changed and union dues are no longer required. Give employees the option to get the dues removed from paycheck.

#### FORM C

NAME & TEAM NUMBER:\_\_\_\_\_

FINANCIAL DEMANDS

DATE:\_\_\_\_\_ PAGE NUMBER: \_\_\_\_\_ OF \_\_\_\_\_

#### HIGHLY CONFIDENTIAL

ARTICLE NUMBER	ITEM	ESTIMATED COST PER YEAR "Good" Proposal	RATIONALE
Article 13	Vacation Days. After 1 year you get 5 days. Each additional year adds two days vacation time until you meet the cap at 20.	Skilled:+282 per person Quality: +278 per person Production: +210 per person Sanitation: +208 per person	Waiting 1 to 3 years for a raise in vacation time is too long. This will reward senior employees for their time with the company.
		(Starting Salary)16 hours = amount 2 day vacation will cost the company per person for the year.	

Article 12 Section 3	Raise second shift premium from 0.50 to 0.60 and third shift from 0.55 to 0.80	+ 208 per employee on second shift for the year +520 per employee on third shift for the year	Third shift should be making more than a five cent difference than 2nd shift workers. Due to industry standards, 3rd shift has a premium pay rate.
Article 12 Section 4	Annual wage raises of 5% across the board for employees.	Skilled:+1 910.48 per person for an annual raise Quality: +1,883.44 per person for an annual raise Production: +1,382.16per person for an annual raise Sanitation: +1, 364.48 Per person for an annual raise 13.12 X 40 X 52= Annual Salary X 1.05 = Cost to company For additional annual raises amount; multiply number listed above by 1.05 Amounts listed are based off of second year to third year salary changed	Not high enough raises for the employees, a company giving them an 11 cent raise is not showing their employees appreciation. The standard of living in Rochester is 4% above national average and employees wages should reflect the community in which they work. Howell is 1.3% above the national average as well.

#### Please summarize what you have learned by participation in this collective bargaining exercise.

Coming into this class I had no previous knowledge on Collective Bargaining between the union and management of a company. Now that the exercise is over I understand how a collective bargain should be conducted and as well as the type of forms that should be filled out in preparation. Form A/Rs were the most helpful during this exercise, it really helped the bargain keep flowing when we were speaking with the management team. I also know what is required to be discussed and understand some labor laws to prevent myself doing/saying something that can be illegal. I feel prepared to be on the Labor Relations team in the future and feel confident that I can bargain in good faith because of this class. I especially enjoyed the team I worked with, we were committed to the assignment and showed up prepared and fired back quickly to the other teams responses. I think because we were all dedicated and pulled a fair share of work I trusted them and when we sometimes had to go off book I trusted their decisions. I hope that is how it can be in my future career in HR. **COLLECTIVE BARGAINING AGREEMENT** 

BETWEEN

# STRONG VINYL COMPANY, INC.

## -AND-

# VINYL WORKERS OF AMERICA, AFL-CIO, AND ITS LOCAL NUMBER 495

A Collective Bargaining Simulation 21<sup>st</sup> Edition by Michael P. Long, J.D. Oakland University Ó 2020 All Rights Reserved. **THIS AGREEMENT,** entered into on of the 7<sup>th</sup> day of April, 2018 by and between STRONG VINYL CO., INC., located at Rochester, Michigan (hereinafter referred to as the "Company" or the "Employer"), and Local 495A of the VINYL WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as the "Union"):

#### ARTICLE 1. PURPOSE OF AGREEMENT

**Section 1**. The parties recognize that the interests of the Employer and the job security of the employees depend upon the Employer's success in establishing proper, efficient services to its customers. It is the intention of the parties that this Agreement will establish sound and amicable relations between the Company and its employees, which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the Company may mutually benefit; assure a full day's work for a day's pay, and to facilitate peaceful adjustment of differences which may arise from time to time between the Company and the Union, or between the Company and any employees covered by this Agreement. This Agreement is intended to set forth all the rights of the Union and the employees, all of which arise as a result of this contract.

**Section 2**. It is further recognized that the interests of the Company and its employees are fundamentally the same since the Company must prosper if its employees are to prosper. Therefore, the Company and the Union do hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees covered by this Agreement and the Company of obtaining fair treatment for all employees of the Company, and improving efficiency so that both may prosper.

## **ARTICLE 2. RECOGNITION**

**Section 1.** The Company recognizes the Union as the sole and exclusive bargaining representative in the matter of wages, hours of work, and other conditions of employment for all production and maintenance employees at the Company's Rochester, Michigan facility, excluding office-clerical employees, guards, professional employees, and supervisors, as defined in the National Labor Relations Act, as amended.

**Section 2.** It is agreed and understood that the above recognition acknowledges and satisfies the representation rights of the Union as the sole and exclusive bargaining agent for the above defined employees to the extent specifically provided by the National Labor Relations Act, as amended. The recognition herein granted to the Union refers only to its right to represent the production and maintenance work at the facility in Rochester, Michigan, and provided such work is available and the Company determines that said employees should perform such work.

#### **ARTICLE 3. MANAGEMENT FUNCTIONS**

**Section 1.** It is agreed that nothing in this Agreement shall limit the Employer in the exercise of its functions of management, such as, the right to hire new employees, to direct the working force, to promote, layoff employees because of lack of work, to eliminate jobs, to contract out work, the methods and schedules of production, and the right to set standards of quantity and quality of work, to determine the size of the work force and the location and re-location of its plants. It is agreed that management maintains and retains all of its managerial rights and that they are all vested solely and exclusively in the Employer unless specifically contracted away by this Agreement, and further, that the enumeration of management rights herein shall not be deemed to exclude any other management rights.

**Section 2.** The Employer will formulate reasonable rules to govern working conditions of the employees and for the regulation of conduct of all employees.

# **ARTICLE 4. UNION SECURITY**

**Section 1.** It is agreed by the parties hereto that as a condition of continued employment, all persons hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first day following the beginning of their employment or the execution date of this Agreement, whichever is the latter. It is further agreed that continued employment of members in good standing of the Union shall be conditioned upon those persons continuing their payment of periodic dues of the Union. All persons who were in the employ of the Employer prior to the date of this agreement and who are not now members of the Union shall become members of the Union not later than the thirty-first day following the execution of this Agreement.

**Section 2.** The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union, to forthwith discharge such person. The same shall apply to any person who fails to maintain his Union membership in good standing as required herein.

**Section 3**. The Company agrees upon receipt of written voluntary authorization of employees to deduct from his first paycheck each month, initiation fees, dues, and such other uniform obligations as are permitted by law owed to the Union. *Union dues are not required, employees have the choice to pay the dues.* 

# **ARTICLE 5. NON-DISCRIMINATION**

**Section 1.** The Employer shall not intimidate, coerce, discriminate against, interfere with, or restrain any employee by reason of membership in the Union, nor prevent nor hinder any employee from becoming or from continuing to be a member of the Union, nor shall the Employer attempt to encourage membership in another Union.

**Section 2.** The Employer agrees there shall be no discrimination because of race, religion, sex, age, national origin, color, or legally accomodatable handicap. All forms of lawful discriminatiom are within the scope of Management's Rights.

**Section 3.** Reference to "he", "him", or "his" in this Contract shall be taken to include "male" or "female" with no differences or discrimination intended.

#### **ARTICLE 6. REPRESENTATION**

**Section 1.** The processing or investigation of a complaint or grievance shall be at a time mutually agreed upon by the Union and the Company. The Steward must first obtain permission from the foreman, or in his absence from the Manager, upon leaving his normal work duties.

**Section 2.** The Union representative shall have the right to confer privately with employees, provided that it is limited to a minimum of time and personnel, and is cleared through the plant manager's office.

**Section 3.** Grievances, arbitration cases and contract negotiations shall be processed and conducted without loss of pay to employees. The Union Contract Negotiating Employee Committee (UCNEC) who are entitled to pay shall consist of no more than three employees.

## **ARTICLE 7. GRIEVANCE PROCEDURE**

**Section 1.** Any employee desiring to discuss or adjust with the Employer a grievance or misunderstanding involving application or interpretation of this Agreement or matters of hours or working conditions may meet to attempt to resolve the problem as follows:

**Step 1.** Between the immediate supervisor and the aggrieved employee and/or union representative.

**Step 2.** Between the facility steward and the plant manager or his appointed representative, provided the grievance has been reduced to writing.

**Step 3.** Between the Business Representative of the Union and the Employer representative.

Section 2. Rules governing the processing of the above steps are as follows:

(a) A grievance shall not proceed to Step 2 unless presented in writing within ten (10) calendar days seven (7) calendar days from date of occurrence or from first reasonable knowledge thereof, whichever occurs first.

(b) Provided grievance meetings are held at the convenience of the Company, an aggrieved employee, (or a representative of a group of aggrieved employees), is entitled to be present at any step of the proceedings of his (or their) grievance.

#### **ARTICLE 8. ARBITRATION**

**Section 1.** Disputes and grievances not amicably adjusted through the grievance procedure may be submitted by the Union to arbitration for a final and binding decision under the rules and in the manner set out below:

(a) The Union shall send a written notice to the Employer within thirty (30) days after completion of Step 3 requesting the parties meet within ten (10) days to agree upon an impartial arbitrator.

(b) If within twenty (20) days from the date of the written notice referred to in (a) herein the parties cannot agree upon an arbitrator, the requesting party shall ask the American Arbitration Association to submit a list of persons from which a choice shall be made.

(c) Said arbitrator's sole function shall be to interpret the meaning of the articles of this contract.

(d) The Arbitrator's decision shall be rendered within thirty (30) days of the conclusion of the hearing and shall be final and binding upon both parties.

(e) Expenses of the impartial arbitrator shall be borne by the parties equally by the losing party in the amount of 75% of the arbitration costs.

#### ARTICLE 9. STRIKES AND LOCKOUTS

**Section 1.** During the life of this Agreement:

(a) The Company agrees there shall be no lockouts of its employees.

(b) The Union agrees that there shall be no picketing, supporting strikes, sit-downs, work stoppage or any other concerted activity which interferes with the Employer's operation in the production or sale of its products.

**Section 2.** If any employee, or group of employees represented by the Union, violate the intent of paragraph (b), the Union shall take immediate affirmative action to prevent such illegal

acts and take all necessary steps to the end that work will be properly and orderly resumed. The Union's disapproval of such violation shall be stated in writing to the Employer's and such employee or employees involved.

**Section 3.** Violation of these provisions shall be grounds for discharge without recourse to the grievance or arbitration procedure, although the Company will meet with the Union to discuss an employee's guilt regarding the violation of this Article.

## **ARTICLE 10. SENIORITY**

**Section 1.** Promotions shall be based on ability. In the case of a tie in ability, seniority shall be the determining factor.

Employees promoted or transferred to supervisory or other positions outside of the bargaining unit will have their seniority frozen and will be credited with the seniority accrued if transferred back to the bargaining unit at a future time.

Section 2. In all decreases in working force or recall after layoff, seniority shall govern.

**Section 3.** Seniority shall be applied on the basis of job classification and length of service of the employee in the particular job.

**Section 4.** Probationary employees shall consist of all employees employed by the Company for a period of less than forty-five (45) calendar days. This shall include former employees hired as new employees, because of loss of seniority. During the probationary period, the Company may, at its discretion, demote, lay off, discipline, suspend, or discharge probationary employees for any reason or no reason. Neither the Union or the probationary employees have recourse to the grievance procedure.

**Section 5.** The seniority of an employee shall be broken or terminated if the employee:

Quits:

Is discharged for just cause;

Is absent from work for a period of two (2) consecutive working days without notifying the Company;

Has been on layoff for a period of more than six (6) months, provided that at the end of three (3) months he has notified the Company and the Union of his desire to remain on the seniority list;

Is retired or on permanent disability;

Accepts other employment, full or part time. Accepts other full time employment.

#### ARTICLE 11. HOURS OF WORK, CONDITIONS OF WORK, AND OVERTIME

**Section 1.** The work week shall consist of seven (7) consecutive days beginning at 12:01 a.m. Monday and ending at 12:00 midnight the following Sunday night. A work day shall begin at the normal starting time of an employee's shift and shall be the consecutive twenty-four (24) hour period thereafter.

Section 2. Shift schedules shall be:

1st shift:	8:00 a.m. to 4:00 p.m.
2nd shift:	4:00 p.m. to 12:00 midnight
3rd shift:	12:00 midnight to 8:00 a.m.

**Section 3.** Time and one-half shall be paid for all hours worked in excess of eight in any one work day or in excess of forty hours in any one work week. Overtime shall be distributed among qualified, eligible employees in an equitable manner solely as determined by the employer.

**Section 4**. If an employee is sent home due to lack of work within four (4) hours of reporting to work, he shall receive four (4) hours of pay. He shall receive eight (8) hours of pay if sent home due to lack of work after four (4) hours.

**Section 5.** The Company agrees to give employees a  $\frac{\text{ten (10)}}{\text{fifteen (15)}}$  minute rest period during the first half of each shift and a  $\frac{\text{ten (10)}}{\text{fifteen (15)}}$  minute rest period during the second half of each shift.

**Section 6.** Employees are entitled to a thirty (30) minute unpaid lunch period.

**Section 7.** Requests for shift changes shall be made in writing to the company.

#### ARTICLE 12. WAGES

**Section 1.** Wages, as used throughout this contract, shall mean and be defined as the hourly wage rate.

**Section 2.** Payment of wages due shall be made weekly by the Company each Friday for work performed during the previous calendar week.

**Section 3.** Employees assigned to the second shift shall receive a premium of fifty (50 ¢) cents per hour, and those employees assigned to the third shift shall receive a premium of fifty-five *seventy-five* (75 ¢) per hour.

**Section 4.** The following wage schedule shall be in effect during the term of this contract, as stated, and shall apply to the job classifications listed in the rates indicated. This listing shall not be deemed to constitute any restriction upon the Company's right to create or discontinue classifications, to assign and reassign work, and to determine the number and abilities of employees require

#### WAGE SCHEDULE

Job Classification	Start	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
Skilled Trades / Maintenance	17.60	<del>18.37</del> 17.95	<del>18.91-</del> 18.31
Quality Control Inspectors	17.40	<del>18.11</del> 17.75	<del>18.32</del> 18.10
Production	13.14	<del>13.29</del> -13.40	<del>13.45</del> -13.67
Sanitation	13.01	<del>13.12-</del> 13.27	<del>13.29-</del> 13.54

Employees will be given an annual raise of three percent with a performance review every year for the first three years of employment. Employees who perform exemplary will be eligible for an additional two percent raise, resulting in a total of a five percent raise per year.

#### **ARTICLE 13. VACATIONS**

**Section 1.** The qualifying date for vacation eligibility shall be June 1 of each year. An employee who has completed one year of continuous service by June 1 of the current calendar year and has worked a minimum of one thousand five hundred (1,500) hours during the preceding calendar year will be eligible for vacation pay on the following basis:

PERIOD OF EMPLOYMENT ALLOWED	VACATION TIME
After one year	5 days
After three years	10 days
After five years	14 days
After ten years	<del>15_days</del> -20 days (cap)
After twenty years	<del>20 days</del>

**Section 2.** The rate of pay for each week of vacation pay will be the base rate at the time of vacation.

**Section 3.** The Company reserves the right to fix plant-wide vacations for or during plant shut-downs, providing the Company posts a vacation shut-down date by April 1 of each year. In lieu of this, employees may request, in writing, preferred vacation dates, no later than thirty (30) days prior to the first day of the employee's requested vacation. Vacation choice, in cases of conflict, is to be made according to seniority within the job classifications. *Employees may choose to use vacation days during plantwide shutdown periods.* 

**Section 4.** Vacations are not cumulative. They are earned and paid on the current year basis. If not used during the year in which the employee is eligible, the employee shall be paid for vacation.

#### ARTICLE 14. HOLIDAYS

**Section 1.** The company agrees to give each regular employee eight (8) hours pay at his regular straight time rate for the following holidays:

New Year's Eve	Thanksgiving
New Year's Day	Thanksgiving Friday
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

To be eligible for holiday pay, he employee must meet the following provisions:

The probationary period must have been completed;

The employee must have worked at least seven hours the work days preceding and following the holiday;

The employee must not have refused to work on the holiday if requested by the Company.

**Section 2.** If a holiday falls during an employee's vacation, the employee, if eligible for the holiday, may receive either an extra day off with pay on a date acceptable to the Company, or an extra day's pay without an additional day off.

**Section 3.** Holidays falling on a Saturday will be celebrated on the preceding Friday and when falling on a Sunday will be celebrated on the following Monday. If two successive holidays fall on a Saturday and Sunday, the Company has the option of celebrating them on them on the preceding Thursday and Friday or the following Monday and Tuesday.

**Section 4.** All work performed on a holiday shall be paid at twice the regular straight time hourly rate plus the regular holiday allowance.

#### ARTICLE 15. SICK LEAVE

Three Four paid sick leave days each calendar year will allow employees having two or more years of service with the Company completed probationary period. The company will pay eligible employees for any unused sick leave at the end of each calendar year. Sick leave days may not be taken in conjunction with holidays recognized under this Agreement.

#### **ARTICLE 16. INSURANCE**

**Section 1.** The Company agrees to provide HMO insurance through the Health Alliance Plan of Michigan for each employee that wishes to participate on a voluntary basis. The Company will make available similar coverage for dependents of the employee; however, the extra premium cost for dependency coverage shall be paid by the employee. *Any increase in premiums will be split 50/50 between the company and employee.* This coverage will be provided effective August 1, 2020 to all employees with one (1) year seniority.

**Section 2.** The Company agrees to provide a Sickness and Accident Insurance program for the life of this Agreement. Weekly benefit payments shall be one hundred dollars (\$250.00) per week for thirteen (13) weeks. The Company agrees to pay the full cost of the Sickness and Accident program. Employees must have one (1) year of seniority to be eligible for benefits.

**Section 3**. The Company agrees to provide \$10,000 term life insurance to all employees with one (1) year seniority, with an additional \$10,000 accidental death benefit.

## ARTICLE 17. WAIVER OF BARGAINING

The parties acknowledge that during the negotiation of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement. When a new problem arises with serves the mutual benefit of both parties, a supplemental agreement may be entered into.

## **ARTICLE 18. MISCELLANEOUS**

**Section 1. BULLETIN Boards** The Company shall provide the Union with one bulletin board at a location agreed upon within the plant. Bulletins posted shall be limited to notices of meetings and other matters involving the proper business of the Union and shall not contain anything of a controversial, detrimental, or objectionable nature. All posting shall be submitted to and approved by the Company.

**Section 2. LEAVE OF Absence** Leave of absence shall be at the discretion of the Company. Requests for such must be in writing to the Company. If granted, when the employee is ready to return, he shall notify the Company in writing. The employee must be able to present a doctor's statement certifying his ability to return to work. Leave or absence shall be without pay or penalty.

**Section 3. FUNERAL PAY**. In the event of the death of a parent, brother, sister, spouse, son, daughter, or present mother-in-law or present father-in-law, the Company will grant a leave of

absence from day of death until and including the day of the funeral, not to exceed three (3) days with pay for scheduled working days, provided the employee attends the funeral.

In the event of the death of a brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, or daughter-in-law, one day with pay will be given off, that day being the day of the funeral. The employee shall not be paid beyond the date of the funeral.

Evidence concerning attendance at a funeral (such as an obituary notice or statement from the funeral director) and indicating the employee's relationship to the deceased may be required by the Company.

**Section 4. MILITARY SERVICE.** The Employer agrees that, upon honorable discharge from Military Service by any employee who had entered or been drafted in the service of National Defense, and upon said employee's request for re-employment within ninety (90) days from the date of honorable discharge, the employee shall be restored to his former position without any loss of seniority. Salary thereafter shall include adjusting increases made to the remainder of the staff during the period of such Military Service.

**Section 5. JURY DUTY** Employees who are subpoenaed and who report for jury service shall receive the difference in pay for the time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay at the employee's regular straight time hourly rate of pay. Jury pay shall not exceed ten (10) working days per calendar year. Proof of jury duty service may be required by the Company.

**Section 6. SAFETY COMMITTEE** In order to more effectively promote Safety and Health, a Safety Committee consisting of an elected member of the bargaining unit from each shift and Company representatives will meet on a regular basis each month. Constructive recommendations, following inspection, investigation, and review of health and safety conditions and practices, or the investigation of accidents, will be made to eliminate unhealthy and unsafe conditions and practices, and to improve existing health and safety conditions and practices.

**Section 7. SAVINGS CLAUSE**. If at any time during the life of this Agreement, any term or provision contained therein is in conflict with any applicable valid Federal or State law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision is or becomes invalid or unenforceable, such validity or unenforceability shall not affect or impair any other term or provision of this Agreement.

## **ARTICLE 19. DURATION**

This Agreement shall become effective and shall become effective and shall continue in full force and effect as of the 7<sup>th</sup> day of April, 2018 until and through the 6<sup>th</sup> day of March, 2020. This Agreement shall be automatically renewed for an additional period of <del>one (1) year each, from</del> <del>year to year two (2) years each, every two years</del>. from and after the termination of this Agreement or in any subsequent year for which this Agreement is in force, unless at least sixty (60) days prior to the termination of the original period of this Agreement or any renewal thereof, either the Company or the Union gives the other party written notice of any intention to request alternation, amendment or termination of this Agreement.

Pending negotiations of any amendments, changes, or termination of this Agreement, this Agreement shall remain in effect until a new one is reached or until written notice by registered mail, return receipt requested, has been sent by one party to the other that negotiations have terminated. After the serving of such written notice, there shall be no strike or lockout during the subsequent forty-eight (48) hour period.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this 7<sup>th</sup> day of April, 2018.

by	by
by	by

VINYL WORKERS OF AMERICA, STRONG VINYL CO., INC.

AFL-CIO