

SUPPLEMENT "H"

ATTENDANCE STANDARDS - HOURLY EMPLOYEES

PURPOSE

Regular attendance by each employee is essential to the operation of the Company's business and is also key to the financial well-being of the individual employee. Employees are, therefore, expected to fulfill their obligation of being on time and present for work. This policy sets forth the standard to be used by the parties' to monitor attendance and taking appropriate action to improve attendance.

~~To improve attendance, establish reasonable standards of employee attendance, provide a uniform means to enforce those standards and provide recognition for regular attendance.~~

~~Regular attendance by each employee is essential to the operation of the Company's business and key to the financial well-being of the individual employee.~~

~~B. This agreement sets forth the standard to be used by the parties' in monitoring attendance and taking appropriate action.~~

I. PROCEDURE

~~A. Commendation~~

~~Outstanding attendance or significantly improved attendance records should normally be given special recognition. Special emphasis should be placed upon proper recognition and commendation of employees with exceptional attendance records. For example:~~

- ~~a. One year—Commendation, form 5910, signed and issued by 1st level manager.~~
- ~~b. Two years—Commendation signed and issued by 2nd level manager.~~
- ~~c. Three or more years—Commendation signed and issued by 3rd level manager.~~

~~2. In evaluating attendance records to determine if an employee should receive a commendation for attendance, the following criteria should be used:~~

- ~~a. Perfect Attendance: No full or partial day absence in any 12 consecutive—month period while on the active payroll. Do not count absences where the employee utilizes accrued vacation or sick leave, approved Family Medical Leave, Military Duty, Union Business, or Jury Duty.~~
- ~~b. Outstanding Attendance: No chargeable attendance irregularity in any 12 consecutive—month period while on the active payroll. However, for purposes of issuing a commendation for outstanding attendance, a department leave will be considered a chargeable attendance irregularity and will disqualify the employee.~~

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~~3. In the absence of a department manager, division manager, or branch head, the designated delegate should issue the commendation at the appropriate staff meeting.~~

B A. Attendance

1. Definitions:
 - a. Absence – A full day’s absence (excluding vacation and holiday – when not scheduled to work).
 - b. Tardy – A part-day absence at the start of the shift.
 - c. Short-time – A part-day absence after reporting for work.
2. An employee's attendance will be considered ~~unacceptable~~ unsatisfactory if the employee has ~~five (5)~~ **three (3)** or more chargeable attendance **infractions** ~~irregularities~~ in any continuous ~~six (6)~~ **twelve (12)** month period of active work.
3. ~~Paid sick and injury leave time shall not be counted as an attendance irregularity. Paid vacation, paid personal business, an approved medical leave of absence, an approved family medical leave of absence, bereavement leave, jury duty, military leave, Company-initiated unpaid leave, and Union business shall not be counted as an attendance infraction irregularity. Employees’ who have unsatisfactory attendance (Verbal Warning or greater) are required to use any accrued sick leave prior to any unpaid absences if they have unused balances in those accounts.~~
4. ~~Any absence from work caused by a reason deemed excusable under the terms of the Family Medical Leave Act shall not be considered an attendance irregularity. In the event the Family and Medical Leave Act is modified, the terms that are in effect on the date of ratification of this agreement will be continued for the remainder of the term of this contract.~~
5. ~~For so long as an employee does not currently have a disciplinary action on their record for unsatisfactory attendance, consecutive days of absence caused by the same illness within the same pay period will be considered as a single occurrence. Grouping of consecutive days of absence will not be allowed for employees who have current disciplinary action on their record for unsatisfactory attendance.~~
6. ~~For so long as an employee does not currently have a disciplinary action on their record for unsatisfactory attendance, the employee will be allowed one (1) tardy per month which must be one hour or less in duration. This tardy will not be counted as a chargeable~~

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~~attendance irregularity for the purpose of disciplinary action. No more than three (3) tardies shall be allowed in any six (6) month period. Additional tardies will be considered an attendance irregularity.~~

~~7. 4. All absences must be reported, preferably in advance, but in any event within two hours of before the start of the first shift of absence, to the designated absence report number, unless extenuating circumstances prevent such notice. When reporting absence, if an employee anticipates that the absence will be for three days or less, the day of contemplated return should be specified. Thereafter, it will not be necessary to report the absence unless the employee cannot return to work on the day as specified. If the expected absence is for more than three (3) days, the employee must call to report the continuing absence each three (3) days. Any unreported absence without a reasonable explanation for failure to notify the Company will be an infraction of this Attendance policy and treated as a failure to follow instructions.~~

C. B. Attendance Related Discipline

~~1. It is the intent of this policy to encourage regular attendance and to be corrective rather than punitive. It is recognized however, that if employees do not comply with this agreement, successively severe disciplinary penalties, leading to termination are the appropriate course. Employees are expected to maintain satisfactory attendance. Employee's attendance will be routinely monitored, and appropriate action will be administered for unsatisfactory attendance.~~

2. Progressive disciplinary action for unsatisfactory attendance will be imposed in the following sequence.

~~a. Verbal Warning — An employee whose attendance is unacceptable will be issued a Verbal Warning. At this step, and at each subsequent step of the process, the employee's Shop Steward will be notified in advance that this is occurring and will be encouraged to attend the meeting and counsel the employee on the importance of good attendance.~~

~~b. a. Employee Performance Notice - An employee whose attendance is unsatisfactory will be issued an Employee Performance Notice. At this step, and at each subsequent step of the process, the employee's Shop Steward will be notified in advance that this is occurring and will be encouraged to attend the meeting and counsel the employee on the importance of good attendance. An Employee Performance Notice will be issued to an employee who has been verbally warned about his/her attendance and who has had a subsequent period of unacceptable attendance. At each step of the process, only those infractions since the last step of formal discipline will be considered.~~

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- ~~b. Employee Performance Notice Plus Suspension-Final Warning~~ - An employee who has a ~~third~~ **second** period of ~~unacceptable~~ **unsatisfactory** attendance will be assessed an ~~Employee Performance Notice/Final Warning suspension without pay for the remainder of the current day and the following day.~~
- e. ~~c. Termination~~ - An employee who is not responsive to the above outlined disciplinary sequence, and who has another period of ~~unacceptable~~ **unsatisfactory** attendance, will be discharged. ~~Before the final decision is made regarding termination, the employee's Business Representative or the Local Union President, Division Manager, a Division Manager or higher level Manager from another area, and the Company's Director of Labor Relations his/her designee will convene to consider any mitigating circumstances which would weigh in the favor of the employee. After that consideration, a final decision will be made.~~
3. ~~Disciplinary action for unsatisfactory attendance should be taken on a progression basis. It starts with a verbal warning and progresses to stronger measures if the problem continues to exist (based on the irregularities since the date of any prior discipline was issued for attendance). The attendance record should be reviewed with you're a Labor Relations representative prior to issuing discipline for unsatisfactory attendance.~~
4. At each step of the process, **the employee's Manager or their designee**, Union Representatives and **Labor Relations Representatives** ~~members of the Human Resources branch of the Company~~ are available to counsel employees.
5. ~~Attendance Related Discipline may be mitigated based on a serious demonstration of attendances improvement as follows:~~
- a. If, after assessment of a disciplinary penalty, an employee ~~maintains perfect attendance and/or~~ does not receive subsequent attendance related discipline as defined below, while on the active payroll (do not count absences where the employee utilizes accrued vacation or sick leave, approved Family Medical Leave, Military Duty, Union Business, or Jury Duty), the penalty will be cancelled, (i.e., the disciplinary action remains on the record but is not considered in the event of subsequent unsatisfactory attendance) as follows:
- ~~—— 6 months of perfect attendance = satisfactory attendance~~
 - ~~—— 12 months without subsequent discipline = Penalty is repeated~~
 - ~~—— 18 months without subsequent discipline = Penalty is reduced one step~~

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- 24 months without subsequent discipline = Attendance is considered satisfactory and attendance related discipline will be removed upon employee request.

~~If the discipline that is cancelled is a Verbal Warning, the employee's attendance will then be considered satisfactory and therefore, consecutive days of absence caused by the same illness within the same pay period will be considered as a single occurrence. Additionally, if the discipline that is cancelled is a Verbal Warning, the employee's attendance will then be considered satisfactory and therefore, the employee will be allowed one (1) tardy per month which must be one hour or less in duration. This tardy will not be counted as a chargeable attendance irregularity for the purpose of disciplinary action. Additional tardies will be considered attendance irregularities. However, in no instance shall the discipline currently being administered revert to less than the discipline normally administered for a first offense.~~

DC. Responsibility and Authority

Responsibility for good attendance rests with each individual employee. Responsibility for maintaining attendance standards rests with each ~~organization~~ manager. It is the responsibility of the Union to encourage ~~high standards of employee attendance~~ **adherence to these attendance standards** and counsel ~~with~~ employees concerning the importance of regular attendance.

D. The following conversion chart shall be used for employees in step as of March 4, 2018:

ACP Step as of March 4, 2018	Converts to ACP Step on March 5, 2018
Verbal Warning	EPN
EPN	EPN
EPN + Suspension	Final Warning
Termination	Termination

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