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Title: **Chrysler Corporation and International Union of Electronic, Electrical, Salaried, Machine, and Furniture Workers (IUE), AFL-CIO Local 775 (1995)**

K#: **3293**

Employer Name: **Chrysler Corporation**

Location: **OH Dayton**

Union: **International Union of Electronic, Electrical, Salaried, Machine, and Furniture Workers (IUE), AFL-CIO**

Local: **775**

SIC: **3585**

NAICS: **336391**

Sector: **P**

Number of Workers: **1800**

Effective Date: **07/28/95**

Expiration Date: **09/28/07**

Number of Pages: **295**

Other Years Available: **Y**

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K 3293

ees = 1,800

K # ~~3293~~

08/14/95

**AGREEMENT**  
Entered Into Between

**CHRYSLER CORPORATION**

For Its

**DAYTON THERMAL PRODUCTS PLANT**

And The

**INTERNATIONAL UNION OF  
ELECTRONIC, ELECTRICAL,  
SALARIED, MACHINE AND  
FURNITURE WORKERS**

**LOCAL 775 • AFL-CIO**

**Agreement signed July 28, 1995**

**Agreement expires September 28, 2007**

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K# 3205  
SIC. 3585

eos = 1,800

**AGREEMENT ENTERED INTO**

**ON THIS 28 DAY OF JULY 1995**

Between

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For Its

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ELECTRONIC, ELECTRICAL,  
SALARIED, MACHINE AND  
FURNITURE WORKERS**

**LOCAL 775 • AFL-CIO**

(Hereinafter referred to as the "Union")

The headings of sections as used in this agreement and exhibits neither add to nor subtract from the meaning but are for use of reference only.

X-9/28/2007

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## **PURPOSE AND INTENT**

The general purpose of this Agreement is, in the mutual interest of the Corporation, the Union and the employees, to set forth terms and conditions of employment, to promote orderly and peaceful labor relations, and to provide for the operation of the plants and offices at the highest levels of efficiency and output.

The parties recognize that the success of the Corporation rests on its ability to produce and sell quality products, and that the job security and prosperity of employees rests on the Corporation's success in maintaining and increasing its competitive strength in its highly competitive field.

To these ends, the Corporation and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

## **RECOGNITION**

### **Section (1) EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of the Labor Management Relations Act of 1947, as amended, Chrysler Corporation does hereby recognize the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of Dayton Thermal Products Plant included in the bargaining unit described in Schedule "A" annexed to this Agreement.

## **Section (2) MANAGEMENT RIGHTS**

The Corporation has the exclusive right to manage its plants and offices and direct its affairs and working forces except as limited by the terms of this Agreement and any Memorandums, Letter Agreements or Supplementary Agreements that by their terms modify this Agreement.

## **Section (3) UNION MEMBERSHIP**

There shall be no discrimination against any employee because of his membership in the Union or because of his acting as an officer or in any other capacity on behalf of the Union.

## **Section (4) UNION ACTIVITY**

Neither the Union nor its members will intimidate or coerce employees for any purpose on Corporation property, and will not solicit membership or collect dues on Corporation time.

## **Section (5) EXCLUDED PERSONNEL**

The term "employee" for the purpose of this Agreement shall not include plant protection, office and clerical employees (wherever located), employees in the Engineering Department, foremen, supervisors and others having the right to hire and discharge.

## **Section (6) EQUAL APPLICATION OF AGREEMENT**

It is the policy of Chrysler Corporation and the IUE that the provisions of this Agreement be applied to all employees covered by this Agreement without discrimination because of race, color, religion, age, national origin status as a qualified person with a disability, sex, including sexual harassment and membership in any other legally protected class.

In order to assure full knowledge and understanding of the foregoing principle on the part of employees and all agents and representatives of the Corporation and the Union, the parties hereby incorporate the same in this Agreement. Any employee who claims that, in violation of said principle, he has been denied rights guaranteed by this Agreement may complain as provided in the grievance procedure. Any such claim, when presented in writing, pursuant to Step 1 (b) of the grievance procedure, must contain a full statement of the facts giving rise to the claim and the reasons why the employee believes he has been discriminated against. If appealed to Step 2, the Chief Steward of the Union, before deciding whether to take the grievance up with The Labor Relations Supervisor or his designated representative, may refer the claim to The Chairman of The Fair Employment Practices Committee of the Local Union for a factual investigation and report. The Member of The Fair Employment Practices Committee designated by The Chairman to investigate the claim shall not receive pay from The Corporation for time spent on such activity.

The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such claims.

## **UNION SECURITY**

### **Section (7) REQUIREMENTS OF UNION MEMBERSHIP**

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the fortieth (40th) day following such effective date.

(c) Employees hired, rehired, reinstated or transferred into a bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the fortieth (40th) day following the beginning of their employment in the unit.

(d) An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

(e) Employees shall be deemed to be members of the Union within the meaning of this section if they are members and are not more than thirty (30) days in arrears in payment of membership dues.

## **Section (8) DISPUTES**

Any dispute arising as to an employee's membership in the Union shall be reviewed by a representative of the local management and the Chief Steward, and if not resolved may be decided through the Grievance Procedure.

## **Section (9) LIMIT ON INITIATION FEE**

The initiation fee for membership in the Union shall not exceed the minimum that the Local Union by-laws prescribe or the maximum that the International Union's constitution prescribes at the time the employee becomes a member.

## **Section (10) CONFLICT WITH STATE LAW**

Notwithstanding the other provisions of this Agreement an employee shall not be required to become a member of or continue membership in the Union, as a condition of employment, if the State of Ohio shall hereafter prohibit or otherwise make unlawful membership in a labor organization as a condition of employment.

## **VOLUNTARY CHECK-OFF**

### **Section (11) DEDUCTION OF DUES**

The Corporation shall, during the term of this Agreement, deduct Union membership dues from the first-pay of each month of employees who individually and voluntarily certify in writing authorization for such deductions.

### **Section (12) AUTHORIZATION FOR DEDUCTIONS AND INDEMNIFICATION**

(a) During the life of this Agreement and in accordance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947, as amended, and with the terms of the form of Authorization and Direction hereinafter set forth, and to the extent the laws of the State of Ohio permit, the Corporation agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following "Authorization and Direction" form:

(b) The Union shall indemnify and hold harmless the Corporation against any and all liability which may arise by reason of the deduction by the Corporation of money as Union initiation fee and member-

ship dues from employees' wages, or by the Trustee of money as Union membership dues from employees' Regular Benefits under the Supplemental Unemployment Benefit Plan.

## **AUTHORIZATION AND DIRECTION**

*To*

If initiation is paid check here

*Date*

You or the Trustee of the Supplemental Unemployment Benefit Fund as the case may be are hereby authorized and directed to deduct from my wages or from any Regular Supplemental Unemployment Benefits to be paid to me, my membership dues and initiation fee. The dues and initiation fee deduction shall be remitted by you or the Trustees of the Supplemental Unemployment Benefit Fund as the case may be to International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers AFL-CIO, Local 775, not later than the first pay day of each month.

This authorization shall remain in effect until revoked by me and shall be irrevocable for a period of one year from the date appearing above (or until the expiration of the present Agreement between the Company and the Union - whichever is sooner), at which time it may be revoked by written notice given by me to the Company and to the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers AFL-CIO, Local 775, at any time during a period of ten days prior to the expiration of the one year period (or ten days prior to the expiration of the present Agreement - whichever is sooner). If no such notice is given, this authorization shall be irrevocable for successive periods of one year there-

after, (or until the expiration of the present Agreement between the Company and the Union, whichever is sooner) with the same privilege of revocation at the end of each such periods. This Authorization and Direction supersedes all previous Authorizations and Directions.

LOCAL NO. 775  
Steward

Signature  
Dept.  
Clock No.

### **Section (13) REMITTANCE OF DUES**

The Corporation shall promptly remit all sums deducted pursuant to this Agreement to the Union as designated in the authorization.

## **NO STRIKE OR LOCKOUT**

### **Section (14) STRIKE PROHIBITED**

The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any sit-down, stay-in or slow-down in the plant or any curtailment of work or restriction of production or interference with production of the Corporation. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Corporation's operations or picket the Corporation's plant or premises until all the bargaining procedure as outlined in this Agreement has been exhausted, and not even then upon any arbitrable matter, and upon matters not arbitrable in no case until the negotiations, at which a representative of the International Union shall be present, have continued for at least five (5) days (which five (5) days shall be within a single 90-day period) and not even then unless sanctioned by

the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers AFL-CIO. The first meeting will be held within five (5) working days of the receipt by the Company of a written request for such meeting, together with an agenda of the matters to be discussed therein.

### **Section (15) CANCELLATION OF AGREEMENT**

In case a strike shall occur, either before or after all bargaining procedure has been exhausted, the Corporation may, at its option, terminate this Agreement at any time after the tenth (10th) day following the commencement of the strike by serving written notice upon the Union.

### **Section (16) RIGHT TO DISCIPLINE**

The Corporation reserves the right to discipline any employee taking part in any violation of Section (15) of this Agreement.

### **Section (17) LOCKOUT PROHIBITED**

The management will not cause or sanction a lockout until all the bargaining procedure as outlined in this Agreement has been exhausted, and not even then upon any arbitrable matter and upon matters not arbitrable in no case until after negotiations have continued for at least five (5) days.

## **REPRESENTATION**

### **Section (18) NUMBER OF DISTRICTS**

(a) It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the agreement.

(b) During the term of this Agreement the number of Stewards shall be not more than twelve (12). In no event shall Stewards be added until the ratio in the plant conforms with Subsection (e) below.

(c) Any Steward who dies, retires, quits, resigns his office, is removed from office, transferred to another position or does not run for re-election at the end of his term, will not be replaced unless and until the ratio of Stewards to employees in the plant conforms with Subsection (e) below.

(d) When the number of Stewards is reduced by any of the reasons in Subsection (c) above, the plant shall be redistricted to accommodate the reduction.

(e) The ratio of Stewards to employees shall not exceed 1 to each 225 and the number of Stewards shall be as set forth in the table below.

<b>Numbers of Employees Active Roll</b>	<b>Number of Stewards</b>
790-1015	4
1016-1241	5
1242-1467	6
1468-1693	7
1694-1919	8
1920-2145	9
2146-2371	10
2372-2597	11
2598-2823	12
2824-3049	13
3050-3275	14
3276-3501	15

(f) Each Steward shall be assigned to a district. The Department or parts thereof which will constitute districts in the plant will be determined by mutual agreement between the Plant Management and

the Union. When a district consists of more than one department such departments will be physically located adjacent to one another insofar as reasonably practicable.

(g) It is understood and agreed that each Steward has full time work to perform in the plant. It is understood and agreed that the Steward will not leave his district during working hours. The Supervisor will grant permission to the Steward to leave his work for the purpose of presenting grievances. The Supervisor also will grant permission to the Steward to leave his work if the Steward advises his Supervisor that a grievance or grievances have been referred to him by one or more of his constituents which require investigation before the grievance or grievances can be properly presented. In such case, the Steward shall advise the Supervisor of the number and nature of grievances he wishes permission to investigate, and after investigating such grievances shall advise the Supervisor of those grievances he disposed of and present the remaining grievances to the Supervisor.

(h) The privilege of Stewards to leave their work during working hours without loss of pay is subject to the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused and that the Stewards will do the work to which they are assigned at all times except when necessary to leave their work to handle grievances as provided herein. Stewards shall sign in and out on a daily log when permitted to leave their assigned job to perform their respective representation duties.

### **Section (19) STEWARDS**

The employees on the day shift in each district shall select a Steward who shall be a regular em-

ployee working in the district and having seniority. Employees on the second and third shifts may select a Steward for their shift in each district in which six (6) or more employees are working on that shift. When less than six (6) employees are working in a district on the second or third shifts they will be represented by the Steward in the district nearest to their district which has a Steward. In the event no district on the second or third shift has at least six (6) employees working in the district the employees at work may select one (1) Steward to represent all the employees working on that shift. If a Steward wishes to present a grievance during working hours, his foreman will grant him permission to do so.

#### **Section (20) PLANT SHOP COMMITTEEMAN**

There shall be a Shop Committee of not to exceed four (4) members during the term of the Agreement. Each member of the Shop Committee shall be a Steward. The Union may select its Shop Committee from Stewards on all shifts, but the selection of any Steward does not entitle him to a transfer to the first shift, except that a Chief Steward selected from the second or third shifts shall be assigned to the first shift if there is work available he can perform in the district from which he was selected. Regular meetings will be held between the Labor Relations Supervisor and the Shop Committee at 1:30 p.m. each Thursday. Assistant Chief Stewards on the second and third shifts may attend such meetings, if they desire. An agenda of matters to be taken up at the meeting shall be delivered to the Labor Relations Supervisor by the Chief Steward at least forty-eight (48) hours prior to the time of the meeting. In the event of an emergency, the Union may arrange a special meeting with the Labor Re-

lations Supervisor. The Shop Committee may, on request to the Labor Relations Supervisor, meet by themselves at a place designated by the management on Corporation property for not to exceed one-half hour at the start of a meeting with the Labor Relations Supervisor for which meeting an agenda has been filed with the Labor Relations Supervisor. Members of the Shop Committee of the Union shall receive pay from the Corporation at their regular hourly rates for time spent in regular meetings during their working hours.

### **Section (21) UNION BULLETIN BOARDS**

Bulletin boards will be provided by the Corporation which may be used by the Union for posting notices of the following types only:

1. Notices of recreational and social events.
2. Notices of election.
3. Notices of results of elections.
4. Notices of meetings.
5. Notices of general health and safety matters that are educational or informational, providing such notices have prior approval for posting by the Union Member of the Local Joint Health and Safety Committee.

The bulletin board shall not be used by the Union for disseminating propaganda of any kind whatsoever; and among other things shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

# GRIEVANCE PROCEDURE

## Section (22) PRESENTING A GRIEVANCE

A grievance of any employee or a joint grievance of any group of employees in connection with his working conditions shall be presented to the management in the following manner.

### *Step 1.*

(a) Any employee or one member of a group having a grievance in connection with his work shall (1) see his foreman and attempt to adjust the grievance, or (2) see the foreman and request representation for the purpose of settling a specified grievance, in which event the foreman will send promptly for the employee's Steward without further discussion of the grievance.

(b) The Steward may then reduce the grievance to writing and present it to the foreman or other designated representative of management.

### *Step 2.*

(a) If the steward and foreman or other designated representative of management are unable to dispose of the matter, the Chief Steward (Assistant Chief Steward on the second and third shift) may then present the grievance to the superintendent or other designated representative of management.

### *Step 3.*

(a) If the Chief Steward (Assistant Chief Steward on the second and third shift) and the superintendent or other designated representative of management are unable to dispose of the matter, the Chief Steward may refer the written grievance to the Shop Committee outside of working hours.

(b) The Chief Steward then delivers a written notice of appeal of the grievance to the Labor Relations Supervisor and thereafter the Shop Committee and a representative of the Local Union take the matter up with the Labor Relations Supervisor at a scheduled meeting.

Grievances so appealed shall be placed on the agenda of matters for the second regular meeting with the Labor Relations Supervisor following the appeal of the grievance. Grievances not placed on the agenda as provided herein shall be considered settled on the basis of the last answer and not subject to further review.

### **Section (23) ABUSE OF THE PROCEDURE**

The Management in a plant may present to the President of the Local Union as grievances any abuses of the grievance procedure by the Union, its Stewards, its Plant Shop Committeeman, its Local Union officers, or other representatives or members of the Union. Such grievances shall be presented in writing. If the Management is dissatisfied with the disposition of the grievance made by the Local Union, it may take the grievance up with the International Union.

### **Section (24) APPEAL TO APPEAL BOARD**

Upon the failure of the Shop Committee, a representative of the Local Union and the Labor Relations Supervisor to dispose of the matter, the Local Union may appeal the matter to the Appeal Board. The Appeal Board shall consist of three representatives of the Corporation, one representative of the International Union, two representatives of the Local Union, and an Impartial Chairman. Appeal Board meeting dates will be arranged by mutual agreement

of the Local Union, the International and the Company.

### **Section (25) TIME OF ANSWERS**

A written grievance presented by the Union and discussed with management will be answered:

(a) by the foreman or the designated management representative within three (3) working days.

(b) by the superintendent or the designated management representative within five (5) working days.

(c) by the Labor Relations Supervisor within seven (7) working days.

These time limits may be extended at any time by agreement between the Corporation and the Union. Any grievance to which an answer is not given within the time limits prescribed herein or such extension as may have been agreed to may be appealed to the next step in the Grievance Procedure, the time limit of the appeal to run from the date the time for answer expired.

### **Section (26) TIME OF APPEALS**

Any grievance not appealed from one step of the Grievance Procedure to the next step within five (5) working days after the written answer shall be considered settled on the basis of the last answer and not subject to further review, except that on appeal to the Appeal Board the time shall be fifteen (15) days.

### **Section (27) TIME LIMIT ON CLAIMS**

(a) No claims, including claims for back wages, by an employee covered by this Agreement, or by the Union, against the Corporation shall be valid for a period prior to the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Union as

the case may be, to know that he, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty (30) days prior to the date the claim was first filed in writing.

(b) Deductions from an employee's wages to recover overpayments made in error will not be made unless the employee is notified in writing prior to the end of the month following the month in which the payment in question was made to the employee. The notice will specify the amount of the overpayment and deductions to recover such overpayment shall not commence until the pay period following the pay period in which the notice of overpayment was given to the employee.

### **Section (28) AMOUNT OF BACK WAGES**

No claims for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate less:

(a) any employment compensation he may have received, and

(b) compensation from any source that he was not receiving when he last worked for the Corporation.

The Appeal Board shall have authority in its discretion to deduct such further amount as it may deem fair.

### **Section (29) RETROACTIVE ADJUSTMENT**

No decision of the management representatives in one case shall create a basis of retroactive adjustment in any other case.

### **Section (30) APPEAL FOR INTERPRETATION**

Any issue involving the interpretation and/or the application of any term of this Agreement may be

initiated by either party directly with the other part. Upon failure of the parties to agree with respect to the correct interpretation or application of the Agreement to the issue, it may then be appealed directly to the Appeal Board as provided herein.

### **Section (31) IMPARTIAL CHAIRMAN**

The Union and Corporation representatives on the Appeal Board shall attempt to settle all grievances properly referred to the Board. Any grievance properly referred to the Appeal Board and not settled by the Union and Corporation representatives may be referred to the Impartial Chairman for decision. The Impartial Chairman shall have only the functions set forth herein and shall serve for one (1) year from the date of appointment and from year to year thereafter, provided he continues to be acceptable to both parties. The fees and approved expenses of the Impartial Chairman shall be paid one-half by the Corporation and one-half by the Union.

### **Section (32) AUTHORITY OF THE APPEAL BOARD**

The power and authority of the Appeal Board shall be limited to:

(a) matters involving the correctness of the classification of employees, and

(b) applying and interpreting the provisions of the Agreement including written memoranda or letters of understanding between the Corporation and the Union that relate to and supplement this Agreement but excluding Section (42), Work Standards, the letter pertaining to JOB SECURITY and OUTSIDE CONTRACTING, and the MEMORANDUM of UNDERSTANDING on HEALTH and SAFETY, and

(c) in proper cases, modifying penalties assessed

by the management in discharge and disciplinary layoffs.

*The Appeal Board shall not have authority to add to or subtract from or to modify any of the terms of the Agreement or to establish or change any wage or rate of pay.*

### **Section (33) VIOLATION OF NO STRIKE SECTION**

The Appeal Board shall not allow back pay to any employee who violates Section (14) of this Agreement.

### **Section (34) REFERRAL BACK TO PARTIES**

Any case appealed to the Appeal Board on which it has no power to rule shall be referred back to the parties without decision.

### **Section (35) RETROACTIVE ADJUSTMENT**

No decision of the Appeal Board in one case shall create a basis for retroactive adjustment in any other case.

### **Section (36) WITHDRAWAL OF CASES**

*After a case on which the Appeal Board is empowered to rule, has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.*

### **Section (37) FINALITY OF DECISIONS**

There shall be no appeal from the Appeal Board's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Corporation. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of the Appeal Board.

# DISCHARGE

## **Section (38) NOTICE OF DISCHARGE**

The management agrees promptly upon the discharge of an employee other than a probationary employee to notify in writing the Steward in the district of the discharge.

## **Section (39) UNION REPRESENTATION**

The discharged employee may ask to discuss his discharge with the Steward for the district and the management will designate an office where he may do so before he is asked to leave the plant. If an employee is discharged for intoxication, fighting, disorderliness or other serious offenses, he may be required to leave the premises without such an interview.

## **Section (40) APPEAL OF DISCHARGE**

Should the employee or the Steward consider the discharge to be improper, a grievance shall be presented in writing to the Labor Relations Supervisor within two (2) working days after the discharge.

## **Section (41) USE OF PAST RECORD**

In imposing any discipline on a current charge, management will not take into account any prior infractions which occurred more than three (3) years previously, nor impose discipline on an employee for falsification of his employment application after a period of one (1) year from his date of hire.

## **Section (42) WORK STANDARDS**

### ***(a) Establishing Work Standards***

1. When the Corporation establishes work standards, by whatever method it may select, it shall do

so on the basis of fairness and equity in that such standards shall be based on the reasonable working capacities of normal experienced employees working at a normal pace to produce quality work in the manner that the Company prescribes.

2. When a work standard is established and is not disputed, or is disputed, and settled, such standard shall remain unchanged and not subject to dispute unless and until the operation is changed as a result of change in method, layout, tools, equipment, materials or product design. When a change is made in a work standard for any of the above reasons, only the elements of the operation that are affected by such change will be adjusted.

The Corporation agrees it is desirable to establish work standards on a new operation as early as is feasible. Where a standard is not established, the Chief Steward, upon request, will be given management's reasons for not establishing the standard.

3. When a work study is to be made for the purpose of establishing a standard, advance notice will be given to any employee to be studied and to his Steward. When a work standard is established, notice will be given to the employee and to his Steward advising them of the established work standard.

4. Circumstances affecting the time of performance of a particular job that were not taken into account in establishing a work standard are known as non-standard conditions. When such non-standard conditions exist and are brought to the attention of management, the employee concerned shall be advised of the rate of production at which he will be required to perform his job under such non-standard conditions.

### ***(b) Relief Time and Other Allowances***

1. All employees on a regular 8-hour shift shall have a relief period or periods not exceeding in the aggregate twelve (12) minutes before lunch and twelve (12) minutes after lunch. Such relief periods represent 5% of the shift time or three (3) minutes per hour. The amount of such relief time shall be modified accordingly for a shift other than a regular 8-hour shift. This shall not be deemed to affect the environmental relief allowance now included in the work standard of certain operations.

Such relief time, except in emergencies, shall not be provided during the first hour of the shift or the first hour after the lunch period, or during such other periods, not exceeding in the aggregate two (2) hours per shift, as may be mutually satisfactory.

2. When a time study is made, the employee's performance will be rated as to normal. In addition to the regular relief allowance, allowances will be made for such elements as standard tool changes, material handling and fatigue where these are a factor.

### ***(c) Special Provisions Regarding Breakdowns, Product Mix and Controlling Operations***

1. An employee will not be required to make up a loss in production on his operation solely as a result of machine or equipment breakdown or shortage of stock or other conditions if the condition is beyond the employee's control., but the employee may be directed while the conditions exists, to perform other work or, if the condition exists during a period when he may be required to do so, to take his regular relief time.

2. Work assignments on conveyor lines will be made in accordance with line speeds and available work space and the expected normal ratio of product mix. When it is necessary to adjust the normal scheduled ratio of product mix on conveyor lines and more or less work is required because of such change, compensating adjustments in work assignments, manpower, spacing of units, line speed or any combination thereof will be made. If the time required to perform the elements of work assigned to an employee does not equal the available time of his work station, additional elements of work may be assigned to the employee, not to exceed the available time of his work station. If work assignments on such lines are changed, the Foreman will advise the employee what elements have been added to or removed from his operation.

3. On some press, machine or conveyor lines the operations are limited by the controlling operation on the line with the result that on such lines either the time required to perform the elements of work assigned to an employee is less than his available time or the rate of production required of an employee is less than standard. In such circumstances the employee will be advised of the standard and available time for his operation whether or not he is required to produce to the standard. When the work standard on the controlling operation is adjusted, the other operations that were so limited will be adjusted accordingly within their standards.

#### ***(d) Dispute Procedure***

1. If an employee or group of employees believes that a normal experienced employee working at a normal pace cannot perform the work required of

them in the time allowed, the employee, or a designated member of the group, may take the matter up with the Foreman, or ask the Foreman to send for their Steward. The Steward will then advise the Chief Steward or the individual designated by the Union. On request, the Foreman will obtain for the Chief Steward or designated representative in writing an elemental breakdown of the operation in question. Such elemental breakdown shall consist of all the elements of the operation in the order of their performance with the time of each element and the total time for the operation as these appear on the study or supporting data.

The best efforts of the employee, his Foreman and the Chief Steward or designated representative shall be directed toward settling the matter. A representative of the Industrial Engineering Department may be included in this effort to settle the dispute if it appears desirable to Corporate Management. Among other things, it should be determined that the employee's work method, the job layout, the tools and equipment are those on which the standard is based. Machine cycle time, feeds and speeds, stock locations and line speed are among other items that should be checked to determine that these are as contemplated in the standard.

2. If, after the above procedure is followed, the matter is not resolved and a grievance is presented in writing, all of the data supporting the standard, upon request, shall be made available to the Union. If the grievance is not disposed of in the first step of the grievance procedure, the grievance shall be referred directly to the third step of the grievance procedure (Labor Relations).

3. Should the grievance not be resolved in the third step of the grievance procedure (Labor Rela-

tions), the Union may request an Industrial Engineer from the Corporation and an Industrial Engineer from the International Union to give their technical assistance in resolving the grievance. In that event, the Industrial Engineer shall give his prompt attention to the matter.

In the presence of a local Union representative or representatives, they will compare their studies and computations to determine the area of difference, if any, in order to expedite the resolving of the grievance.

The Director-Personnel will arrange for the participation of the Union's Industrial Engineer.

4. Should the grievance over the work standard not be resolved as a result of the foregoing, the Union will advise the Director-Personnel to that effect and a meeting will be arranged between Company and Union representatives to review the facts in an effort to resolve the grievance.

## **SENIORITY**

### **Section (43) PROBATIONARY EMPLOYEES**

(a) New employees of the plant shall be considered as probationary employees for the first ninety (90) days of their employment except as provided in subsection (b) below. The ninety days probationary period shall be accumulated within not more than one (1) year. After employees have finished the probationary period, they shall be entered on the seniority list of their department or division and shall rank for seniority from the day ninety (90) days prior to the day they completed the probationary period.

(b) New employees of the plant hired as temporary or vacation replacement shall be considered as probationary employees for the first one hundred

twenty (120) days of their employment. They shall not accumulate time toward the fulfillment of the probationary period unless and until their employment status is changed from that of a temporary or vacation replacement to that of a new employee under subsection (a).

(c) There shall be no seniority among probationary employees.

(d) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment as set forth in Section (1) of this Agreement, but the Union shall not represent probationary employees who have been laid off or discharged for violation of Chrysler's Standards of Conduct.

(e) An employee who is separated during his probationary period for an occupational disability arising out of his employment by the Corporation and who is subsequently reinstated shall be required to complete his probationary period, and upon doing so shall have a seniority date which includes the time he was separated due to such disability, plus ninety (90) days.

#### **Section (44) VETERANS**

(a) The re-employment rights of employees who enter the armed forces of the United States will be determined on the basis of the applicable laws and regulations.

(b) The terms and conditions of Agreements between the Corporation and the Union relating to veterans will be governed by applicable laws and regulations, and will continue to be applied in a non-discriminatory manner.

### **Section (45) EMPLOYEE DEFINED**

For the purposes of Sections (43) through (61), the word "employee" means an employee who has acquired seniority.

### **Section (46) SENIORITY UNITS**

Seniority applicable to production employees shall be by division, except for skilled classifications. For skilled classifications, seniority shall be by classification (Tool, Die, Maintenance and Power House).

### **Section (47) SENIORITY LISTS**

The seniority list in effect at the date of this agreement shows the names of all employees entitled to a ranking for seniority and their correct ranking for seniority. Management will provide the Union and its Representatives a corrected seniority list for each division every ninety (90) days listing the classifications of the employees.

### **Section (48) LOSS OF SENIORITY**

An employee shall lose his seniority for the following reasons:

(a) — He quits.

(b) — He is discharged.

(c) — He is absent for five days without properly notifying the plant in accordance with established procedure where an employee is able to verify that he has notified the Corporation by telephone of his inability to report for work, unless, for a reason beyond his control, he is unable to comply with such notice requirements. After such absence management will send written notification to the employee at his last known address that he has lost his seniority. Such notice will include the name of the person he is to contact at the plant in the event he has

evidence to establish a claim that he did in fact notify the plant of his absence or evidence that his case may be a proper case in which an expectation could be made. Such notice will also advise him of his right to union representation, at his request, while he is in the Employment office.

(d) — He does not return to work when called. In proper cases exceptions will be made if the employee can satisfactorily substantiate and had promptly informed the plant that for a reason beyond his control he was unable to comply with such call to return to work.

(e) — He is laid off for a continuous period of one year and as to employees with more than one (1) year of seniority for a continuous period equal to the seniority he had acquired at the time of layoff or six (6) years, whichever is shorter.

(f) — He receives permanent total disability benefits under a group insurance policy held by the Corporation. If he ceases to receive such benefits and is reemployed, his seniority, including that which he otherwise would have acquired during the period of disability, shall be restored.

(g) — He retires or receives a pension under the Pension Plan. If he receives a pension for permanent total disability and is reemployed, his seniority including that which he otherwise would have acquired during the period of his disability shall be restored.

(h) — He accepts a Separation Payment under the Supplemental Unemployment Benefit Plan incorporated in this Agreement in which event his seniority shall be broken as of the date the application for such Separation payment is received by the Corporation.

## **Section (49) SENIORITY OF STEWARDS**

Notwithstanding their position on the seniority list, Stewards shall, in the event of a layoff, be continued at work as long as there is a job in their district which they are able to do and any of their respective constituents still are at work, and shall be recalled to work after the layoff as soon as there is a job in their district which they are able to do and any of the respective constituents have been recalled to work. During overtime periods, or weekend work the Steward shall be scheduled to work as long as there is work scheduled in his district that he can do and any of his respective constituents are working. While working overtime, Saturdays, Sundays or holidays, the Steward shall handle only grievances arising during such time.

Notwithstanding their position on the seniority list, the individual designated by the Union to investigate work standards disputes, and the Health and Safety Representative, and the Benefit Plans Representative and the Employee Assistance Program Representative shall, in the event of a layoff be continued at work as long as there is work scheduled in their seniority group that they can do. It is understood that the Benefit Plan Representative, Employee Assistance Program Representative (except as provided in the Health and Safety Memorandum) shall not participate in the grievance procedure.

## **Section (50) LAYOFF DEFINITIONS**

The term "layoff" when used in this Agreement means a reduction in the working force and includes the following definitions:

(a) Temporary Layoff: A temporary layoff means a reduction in the working force for a definite period of time for any reason not set forth in Subsection (c)

below.

(b) **Indefinite Layoff:** An indefinite layoff means a reduction in the working force for an unknown or indefinite duration for any reason not set forth in Subsection (c) below.

(c) **Temporary Adjustment:** A temporary adjustment means a reduction in the working force necessitated by unplanned occurrences which require partial or full curtailment of operations and over which Management has no control. Such occurrences are usually for a limited duration and are caused for example by parts or material shortages, machinery or equipment failures, temporary tooling or production difficulties, labor disputes, emergencies, or acts of God. Temporary adjustments of the working force may be made without regard to seniority for a period of five (5) working days. If the period of the reduction exceeds five (5) working days and the Local Union requests Management to adjust the working force in accordance with the provisions of Section (52)-Indefinite Layoff, it will do so within five (5) working days following receipt of the request.

### **Section (51) LAYOFF PROCEDURE - TEMPORARY LAYOFFS**

When there is a temporary layoff, employees on each shift in each classification and in each department and work group will be laid off as follows:

(a) Probationary employees will be laid off.

(b) Employees with less than one year of seniority will be laid off according to seniority.

(c) Employees with one year or more of seniority will be laid off in the inverse or descending order of their seniority with the most senior employee being laid off first. They will be advised of the expected duration of the layoff and their scheduled return date.

However, such employees may elect to remain at work and if able to perform the available work will be permitted to do so in the same seniority order up to the number of employees required.

(d) (i) If it becomes necessary to recall employees laid off under Subsection (c) above prior to the date originally planned, they will be recalled in the ascending order of their seniority with the most junior such employee on each shift in each classification in each department.

(d) (ii) If, after employees are temporarily laid off under Subsection (c), it is determined in a department that the temporary layoff will be extended for an indefinite period of time, the work force in the department including those employees on temporary layoff will be adjusted within ten (10) working days in accordance with Section (52), Layoff Procedure-Indefinite Layoffs.

(d) (iii) If the expected duration of the temporary layoff is subsequently extended to a period of more than 60 days, employees laid off pursuant to Subsection (c) above will be afforded the option of returning to work on the day originally scheduled or remaining on layoff for the duration of the extended period.

(d) (iv) If it becomes necessary to extend the temporary layoff for a partial group of employees laid off under Subsection (c) beyond the date originally planned, they will be extended in the inverse or descending order of their seniority with the most senior employee continued on layoff up to the number required.

**Section (52) LAYOFF AND RECALL  
PROCEDURE - INDEFINITE  
LAYOFF**

When there is an indefinite layoff, in any division, the following procedure shall apply:

(a) All probationary employees will first be laid off provided the remaining employees have the ability to perform the available work.

(b) Employees with seniority in the affected division will be laid off according to seniority and ability to perform the work available and without reference to the number of hours per week being worked in their division. The Corporation shall not be required to promote employees at times of layoff.

(c) Employees laid off from Divisions 1, 2, 3, 4, 5 and 6 shall, within thirty (30) days, displace the least seniority employees in Divisions 1, 2, 3, 4, 5 and 6, provided they have the ability to perform the work of these employees. Employees so transferred under this Section shall carry their seniority to the division to which they transfer. If an employee has an opportunity to transfer pursuant hereto and declines, he shall not be entitled to another opportunity nor shall he be eligible for benefits as provided under the Supplemental Unemployment Benefit Plan.

When there is an increase in force after an indefinite layoff, the following procedure shall apply:

(d) Laid-off employees who did not transfer to other divisions pursuant to (c) above, shall be recalled to their divisions in accordance with their seniority and ability to perform the available work and without reference to the number of hours per week being worked in the divisions or classification.

(e) An employee transferred or recalled to another division pursuant to Section (c) above may return to his former division with full seniority to an open job

after all employees with seniority have been recalled to the former division, provided the employee makes application at the Labor Control Office within thirty (30) days of his transfer or recall. Such application (i) shall remain in effect for six (6) months, (ii) may be renewed within ten (10) days of the end of each six (6) month period, and, (iii) may be revoked by the employee at any time prior to his receiving notice from the Corporation that he is to return to his former division; provided, however, that a job opening created by the return of an employee pursuant hereto will not be filled by the transfer of another employee under this Subsection.

(f) Layoffs and transfers pursuant hereto shall be made in such manner and as expeditiously as is consistent with the continuous, efficient and orderly operation of the plant or division involved.

### **Section (53) NOTICE OF LAYOFF**

The plant will give to employees and to the Steward in the district twenty-four (24) hours notice of layoff as hereinbefore defined except:

(a) In the case of a temporary adjustment when the circumstances causing the reduction in force make it impracticable for Management to give such notice;

(b) When employees are displaced by employees returning to work from leaves of absences;

(c) When employees have been working on the third shift.

### **Section (54) PLANT SCHEDULE**

(a) Operation of a plant or any part thereof on a schedule of employment of less than an average of twenty-four (24) hours a week for a period of more than two (2) consecutive weeks or less than thirty-two (32) hours a week for a period of more than four

(4) consecutive weeks shall only be by written agreement with the Local Union.

(b) In applying the foregoing, a week in which the employees involved are not scheduled to work shall not be taken into account, and paid holidays shall be counted as eight (8) scheduled hours of work.

#### **Section (55) TRANSFER OF EMPLOYEES WITHIN THE PLANT**

(a) *Employees with one (1) or more years of seniority who wish to transfer to another division of the plant may make a single application in writing at the plant Labor Control Office. The employee may specify a classification within the division for which he has applied. In so doing it is understood that the employee shall be disqualified from consideration for any other open job within the division. Employees will be furnished a copy of their application.*

(b) Such applications (i) shall be valid for a period of six (6) months, (ii) may be renewed by the employee within ten (10) days of the end of each six (6) month period and (iii) may be revoked by the employee at any time provided, however, once the employee is notified he is to transfer, the application may not be revoked.

(c) When hiring or transferring to fill open jobs in a division, the Plant Labor Control Office will review and consider the applications of employees requesting transfer to that division that have been on file at least five (5) working days. Where reasonably practicable, employees will be transferred in order of their seniority. A job opening created by such transfer will not be filled by the transfer of another employee under this Subsection (c).

(d) An employee transferred pursuant hereto may not make another application for a period of two (2)

years following the date of transfer and shall be limited to four (4) such transfers during the term of the Agreement unless, by reason of a reduction in the work force, an employee so transferred is placed in a division other than his preferred division, he may return to his preferred division provided he submits application within two (2) weeks of the original transfer.

### **Section (56) TRANSFER INTO SKILLED CLASSIFICATION**

Employees transferred into non-skilled trades classifications in Division 7 shall be temporary employees in that classification for a period of six (6) months. If thereafter they transfer into a division other than the Skilled Trades Division, they shall have the seniority date that they had when they entered the Skilled Trades Division, but their seniority in the Skilled Trades Division for purposes of layoff, recall, promotion, and shift preference shall be by classification and shall date from their employment in the classification. For all other purposes, such as vacation, retirement and other benefits, they shall have the seniority days with which they entered the Skilled Trades Division, including those employees whose seniority has been terminated as provided for in (c) below.

Layoff in the skilled trades shall be by classification in the following order:

(a) Probationary employees

(b) Temporary employees and employees in training in reverse order of dates of entry.

(c) Seniority employees according to seniority and ability to perform the available work. A skilled trades seniority employee who entered the Skilled Trades Division from another division, shall, at the time of

layoff, have the opportunity to return to the division where he formerly held seniority. If he declines the opportunity to return to such former division and is laid off from the Skilled Trades Division, his seniority in the former division shall be terminated and he shall not be eligible for benefits as provided under the Supplemental Unemployment Benefit Plan.

Employees in the skilled trades classifications will be recalled on an increase in force in the reverse order of their layoff.

### **Section (57) DISCONTINUANCE OF WORK**

When operations or departments are discontinued, employees affected will be given other work in the plant provided they have the present ability to perform available work. Such employees shall carry their seniority date to the new seniority group.

Work will be made available in the following order:

- (a) open jobs
- (b) jobs of probationary employees
- (c) jobs of less senior employees.

### **Section (58) PROMOTIONS**

Promotions to higher paying jobs shall be made from among employees in the seniority group who are qualified to efficiently perform the work of the open job. Such promotions shall be based primarily on ability and potentiality. When these qualifications are equal, the employee with the greater seniority shall receive the preference.

### **Section (59) SENIORITY OF EMPLOYEE TRANSFERRING INTO UNIT**

If an hourly rated employee is promoted to a salaried position, and is thereafter transferred to an hourly rated job, he shall be credited with the amount

of seniority he had at the time of his promotion and all time worked in the salaried position.

### **Section (60) SHIFT PREFERENCE**

Preference in choice of shifts will be given to the employee with one or more years seniority when practicable and when doing so gives full protection to efficiency of operations under all circumstances and conditions. No employee may request a change of shifts more than once during a nine (9) month period.

If, by reason of a reduction in force, an employee is placed on a shift other than his preferred shift, he may return to his preferred shift for the remainder of his initial shift preference provided he submits application within two (2) weeks of the original transfer.

### **Section (61) REINSTATEMENT AFTER DISABILITY**

(a) When an employee's absence from work is due solely to disability resulting from sickness or injury and due proof of the disability is given to the plant, he will be returned to work in accordance with his seniority and these rules as nearly as may be as if he had not suffered disability, providing he passes the required physical examination. If the disposition made of any such case is not satisfactory, the employee may ask to discuss the matter at the plant with his Steward and Management will arrange for him to do so. If a grievance on the matter is submitted, it may be referred to Step 3 of the grievance procedure.

(b) In any case involving a continuing refusal of Management to return an employee to work from sick leave of absence, if the employee's personal physician has found, contrary to findings of a physician acting for the Corporation, that the employee

is able to do a job to which his seniority entitles him, the parties may select an independent physician to resolve the conflicting medical findings of the employee's personal physician and the plant physician with respect to determining the employee's ability to perform the duties of the available work to which he would be entitled by seniority. The selection of an independent physician by the Plant Management and the Local Union will be made within seven (7) working days from the date the matter was referred to the Plant Manager or his designated representative. Costs will be paid by the plant. If the report of the independent physician places work restrictions or limitations on the employee equal to or greater than those previously placed on him by the plant physician, there shall be no retroactive pay. If the report or decision places work restrictions or limitations on the employee which are less than those previously placed on him by the plant physician, retroactive pay, if any, shall be limited to the period beginning with the day of the final examination by the independent physician and shall be calculated as provided in Section (28). The decision of the independent physician shall be final and binding on the Corporation, the employee involved and the Union.

(c) If an employee claims he is unable to perform the duties of the available work to which he would be entitled by seniority and Management disputes such claim, the issue shall be submitted to an independent physician, provided consultation between the employee's personal physician and the plant physician or physicians acting for the Corporation does not resolve the conflicting medical findings. The independent physician shall be selected by the Local Union and the Plant Management within seven

(7) working days from the date the dispute arose. The employee shall submit to a physical examination by the independent physician who shall submit a written report of his findings and conclusions. Costs of such examination shall be paid by the Plant. The decision of the independent physician shall be final and binding on the Corporation, the employee involved and the Union.

## **LEAVES OF ABSENCE**

### **Section (62) GRANTING LEAVES OF ABSENCE**

Leaves of absence for reasonable periods not to exceed one year will be granted without loss of seniority on approval by the Corporation for good cause, such as personal illness or accident, death or serious illness in the immediate family, pregnancy, jury duty. National Guard or military reserve training and elective or appointive public office, and such leaves may be extended for like cause. A leave of absence for a period not to exceed one (1) year without loss of seniority will be granted an employee, with one (1) or more years of seniority, in order to attend a recognized college, university or trade or technical school full time, provided the course of instruction is related to the employee's employment opportunities with the Corporation. Before receiving the leave, or an extension thereof, the employee shall submit to the Corporation satisfactory evidence that the college, university or school has accepted him as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one (1) year each. It is understood that leaves of absence

shall be granted only where the requirements of the plant permit and replacement employees are available.

### **Section (63) SHORT TERM MILITARY DUTY**

(a) An employee with one or more years of seniority who is called to and attends an annual training encampment or is called to and performs active duty because of a local or national emergency as a member of the United States Armed Forces Reserve or National Guard shall be paid an amount equal to the employee's straight time hourly rate exclusive of shift, overtime, and any other premiums, on the last day worked multiplied by eight (8) or the number of hours less than eight (8) that the employee otherwise would have been scheduled to work, less his daily military earnings (including all allowances except rations, subsistence and travel).

(b) Payment shall be made for days (excluding Saturdays and Sundays, or, in the case of seven-day operations excluding regular days off) that the employee perform short-term military duty and otherwise would have been scheduled to work, or, but for his short-term military duty, would have been eligible for holiday pay.

(c) The Corporation's obligation to pay an employee for performance of military duty under this Section shall be limited to a maximum of ten (10) scheduled working days in any calendar year. In order to receive payment under this Section the following conditions shall be met:

- (i) The period of short-term military or National Guard duty shall not exceed thirty (30) calendar days;
- (ii) The employee shall be called to military or National Guard duty and shall furnish the Corporation with a copy of his military orders in advance of

his military duty; and

(iii) Upon his return to work the employee shall furnish the Corporation with a statement of his military pay while on such duty.

#### **Section (64) LEAVE OF ABSENCE FOR LOCAL UNION BUSINESS**

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment shall by written request of the Union receive leaves of absence for periods not to exceed three years and upon their return shall be re-employed at work generally similar to that which they did last prior to the leave of absence and with seniority accumulated throughout their leave of absence.

#### **Section (65) EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS**

Employees who are reinstated in accordance with the Universal Military Training and Service Act, as amended, and other applicable laws and regulations will be granted leaves of absence in order to attend school full time under applicable Federal laws in effect as of the date of this Agreement for such period, not exceeding four years, as may be necessary for him to complete his course of study.

#### **Section (66) JURY DUTY**

Any employee with seniority who is called to and reports for jury duty shall be paid an amount equal to the employee's straight time hourly rate, exclusive of shift, overtime, and any other premiums, on the last day worked multiplied by eight (8) or the number of hours less than eight (8) that the employee otherwise would have been scheduled to work for the Corporation on the day for which the payment is

to be made less the daily jury duty fee (not including travel allowances or reimbursement of expenses) paid the employee by the court in which he serves. In order to receive payment under this Section, an employee must give the Corporation prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. Any employee who is called to and reports for an interview or an examination to qualify him for selection to a jury shall be considered to have performed jury duty and shall qualify for jury duty pay if otherwise eligible as provided herein.

This Section (66) is not applicable to an employee who, without being summoned, volunteers for jury duty.

#### **Section (67) FUNERAL ABSENCE**

(a) When death occurs in his immediate family, i.e., spouse, parent, stepparent or grandparent, parent, stepparent or grandparent of current spouse, child or stepchild, grandchild, brother, sister, stepbrother, stepsister, half-brother or half-sister, a seniority employee, on request, will be excused, and after making written application therefor, receive payment for up to three (3) normally scheduled eight (8) hour days of work (excluding Saturdays, Sundays and holidays, or, in the case of seven-day operations, excluding regular off days and holidays) during the period commencing with the date of death and ending with the second calendar day after the day of the funeral provided he attends the funeral.

(b) The employee shall receive Bereavement Pay for the first three (3) full working days on which the employee is absent during the period established in Subsection (a).

(c) An employee who returns to work on or after the date of the funeral will not be eligible for Bereavement Pay for any subsequent absence in connection with that bereavement.

(d) Payment shall be made at the employee's straight-time hourly rate on the last day worked exclusive of shift and overtime premiums but including *seven-day operations premium* and the amount of any cost-of-living allowance then in effect. Time thus paid will not be counted as hours worked for purposes of overtime.

## **WORKING HOURS**

### **Section (68) TIME AND ONE-HALF**

Time and one-half will be paid as follows except as provided in Section (70):

(a) For time worked in excess of eight hours in any continuous twenty-four hour period, beginning with the starting time of the employee's shift, including time worked in excess of eight hours in a continuous twenty-four hour period by an employee who transfers from one shift to another at the direction of the plant management.

(b) For time worked on any shift that starts on Saturday.

### **Section (69) DOUBLE TIME**

Double time will be paid as follows except as provided in Section (70):

(a) For time worked on any shift that starts on Sunday or on the holidays designated in Section (76).

(b) For time worked in excess of eight hours on a shift that starts on the previous day and continues into Sunday or such holidays listed in Section (76).

(c) When a holiday falls on a Monday, third shift employees who are scheduled to start work Sunday

night will observe that Sunday night shift as the holiday and will not be paid double time for the shift that begins Monday night.

(d) When a holiday falls on a Sunday, an eligible third shift employee shall receive holiday pay provided he qualified under Subsection (c) of Section (77) and shall not be paid double time for the shift that begins Sunday night.

### **Section (70) SEVEN-DAY OPERATIONS PREMIUM**

An employee working on what are normally classified as seven-day operations will not be paid overtime in accordance with Section (68) and (69) but will be paid as follows:

(a) Employees who work on operations covered by this Section shall receive twenty-five (25) cents per hour above their base rate for time worked. This premium shall be included in computing Vacation Pay, Paid Absence Allowance, Holiday Pay, Bereavement Pay, Jury Duty Pay, Short Term Military Duty Pay, and any overtime or premium pay.

(b) Time and one-half for time worked in excess of eight hours in any continuous twenty-four hour period beginning with the starting time of the employee's shift.

(c) Time and one-half for time worked on a shift that starts on the sixth day of the same work week as set forth in Section (74).

(d) Double time for time worked on a shift that starts on the seventh consecutive scheduled day whether or not the seven consecutive scheduled days fall in the same work week as set forth in Section (74).

(e) For the purpose of Subsections (c) and (d), a holiday specified in Section (76) for which an em-

ployee receives holiday pay or on which he performs work will be considered as a day worked. Notwithstanding the provisions of Section (71), a holiday counted in determining an employee's eligibility for payment pursuant to Subsection (c) may also be counted in determining the same employee's eligibility for payment pursuant to Subsection (d).

(f) Double time and one-half for time worked on any shift that starts on any of the holidays specified in Section (76), except as provided for in Section (82) (b).

(g) Time and one-quarter for time worked on a Sunday that is not compensable at a higher overtime rate under any other provision of this Agreement.

### **Section (71) PYRAMIDING PROHIBITED**

The allowance of overtime or premium pay (other than shift premium) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments.

### **Section (72) SHIFT PREMIUM**

(a) - An employee regularly employed on the second or third shift in addition to his regular pay for the pay period shall receive five (5) percent and ten (10) percent, respectively, additional compensation.

(b) - The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.

### **Section (73) REPORTING PAY**

An employee reporting for work on his Foreman's

or Management's instructions, but for whom no work at his regular job is available will be offered at least four (4) hours employment at some other work at his regular hourly rate. This provision shall not apply when the lack of work is due to a labor dispute, fire, flood or other cause beyond the control of the Management.

#### **Section (74) WORK WEEK**

The regularly scheduled workweek starts at 12:01 a.m., Monday, and ends 168 hours thereafter, except for those employees on third shift operations starting Sunday night in which case their regularly scheduled workweek starts with the beginning of their shift Sunday night and ends 168 hours thereafter.

#### **Section (75) EQUALIZATION OF OVERTIME**

Overtime work shall be equalized among employees in the same classification, department, and work group employed on the same shift in accordance with the following:

1. Overtime work groups will be identified and cannot be changed without written authorization from the Labor Relations Department. Changes will be reviewed with the appropriate Union Representative.
2. Accurate overtime records will be maintained by the department and these records will be made available to the appropriate Union Representative upon request.
3. When an employee works overtime or is permitted to decline an offer of overtime work, he will be charged with the actual hours paid or available to him. Eight hours on Saturday will be recorded as twelve hours and eight

hours on Sunday will be recorded as sixteen hours. Partial hours of (.5) or more should be included when recording hours.

4. Probationary employees or temporary employees in the Skilled Trades Division will not be scheduled until all seniority employees in the work group are given the opportunity to work. When an employee completes his probationary period, or when a temporary employee in the Skilled Trades Division completes ninety (90) days as a temporary employee, his name will be entered on the equalization of hours list and he will be assigned the hours charged against the high hour employee in his classification at the time.
5. Employees who are absent from work when the overtime is scheduled will be charged with the overtime hours that would have been available to them if they were at work. This includes temporary layoff, casual absence due to illness, personal business, approved leaves of absence and vacation. Employees not present when weekend overtime is scheduled will not be permitted to work unless their entire work group is scheduled.
6. Employees changing shifts or transferring departments will be assigned the number of hours charged to the high hour employee on their assigned classification in the new work group.
7. When an employee is absent from work due to illness for a period exceeding thirty (30) cal-

endar days, he will be assigned the high hours in his classification and work group upon his return to work.

8. Employees with permanent or Worker's Compensation medical limitations shall be scheduled only for overtime work that falls within their medical limitations. These employees shall be charged, in line of rotation on the overtime lists, for all overtime would otherwise have been available to them.
9. Employees with temporary medical limitations shall not be scheduled for overtime unless their entire work group is scheduled to work overtime and only then in the event that the job the employee performs during the regular work week is operating on an overtime basis. These employees shall be charged, in line of rotation on the overtime lists, for all overtime that would otherwise have been available to them for a period not exceeding thirty (30) calendar days. After thirty (30) calendar days, these employees will be assigned the high hours in the work group.
10. Whenever possible, employees should receive advance notice when weekend overtime is to be scheduled in their work group. Generally, notification would be given Thursday for Saturday overtime, and Friday for Sunday overtime.
11. Questions concerning the charging of overtime hours, employees scheduled, and the spread of overtime hours among employees

in the same work group will be reviewed by the Chief Steward or appropriate Assistant Chief Steward and a Representative of Labor Relations.

12. Work Team Coordinators working employees overtime from other work groups are responsible for providing the employee's regular Work Team Coordinator with the information necessary to maintain accurate overtime records.
13. Whenever possible, Work Team Coordinators should schedule the low hour employee in the classification and work group.

## **HOLIDAY PAY**

### **Section (76) HOLIDAYS NAMED**

The designated paid holidays that Dayton Thermal Products Plant will receive shall be identical to its automotive assembly plant customers, namely, the Chrysler Corporation. In lieu of listing the date of each and every designated holiday over the term of this Agreement, Dayton Thermal Products Plant will designate the same holidays that the Chrysler Corporation shall designate which fall after the effective date of this Agreement.

### **Section (77) HOLIDAY PAY AND ELIGIBILITY**

An employee will be paid for eight hours at his regular straight time hourly rate inclusive of shift premium, but exclusive of overtime premium, for the designated holidays provided he meets all of the following eligibility rules unless otherwise provided herein:

(a) the employee has seniority as of the date of the holiday;

(b) the employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday; and

(c) the employee must have worked the last scheduled day prior to and the next scheduled working day after a designated holiday or holiday period regardless of the workweek in which said scheduled days fall. An employee excused by management from work on the next scheduled working day prior to or on the next scheduled working day after such holiday or holiday period shall be deemed to have met this requirement;

(d) employees will be called into work only in emergencies on Saturdays and Sundays during the Christmas holiday period.

Employees shall not be disqualified for holiday pay, if otherwise eligible for such pay, if they decline a work assignment on one or more of the above days.

The foregoing provisions shall not apply to employees assigned to (1) seven-day operations; (2) third shift Sunday night start operations; and (3) a shift which starts on Friday and continues into Saturday.

### **Section (78) LAYOFF OR SICK LEAVE**

An employee with seniority who has been laid off in a reduction of force or who has gone on a sick leave during the week prior to or during the week in which the holiday falls shall receive pay for such holiday.

### **Section (79) HOLIDAYS FALLING ON SATURDAY OR SUNDAY**

(a) When a holiday falls on Saturday or Sunday, an eligible employee shall receive holiday pay pro-

vided he qualified under Subsection (c) of Section (77).

(b) When any of the holidays designated in Section (76) falls on Sunday and the following Monday is observed as a holiday by the State or Federal Government, Monday shall be considered as such holiday. When the Sunday holiday is not observed on the day following, Sunday shall be considered the holiday.

### **Section (80) RETURN FROM LEAVE OR LAYOFF**

When an eligible employee is on an approved leave of absence, extended sick leave, or layoff; and returns to work following the holiday but during the week in which the holiday falls, he shall be eligible for the holiday.

### **Section (81) EMPLOYEES ON LEAVE OF ABSENCE FOR JURY DUTY OR VACATION WITH PAY**

When any of the holidays designated in Section (76) falls within an approved leave of absence for jury duty, or a scheduled vacation, provided the employee received pay in accordance with Section (85), and the employee's absence from work is attributable to such leave of absence for jury duty or scheduled vacation, he shall receive pay for such holiday.

### **Section (82) SEVEN-DAY OPERATIONS**

(a) Employees working on operations which are normally classified as seven-day operations shall receive holiday pay in the event the holiday falls on one of their regularly scheduled days off and they meet the other eligibility requirements of this procedure for paid holiday time; provided, however, that if such employees work on a holiday which falls on

their scheduled day of work when such employees are scheduled to work on a holiday and do work, they shall not receive holiday pay under this procedure but shall be paid for time worked in accordance with Section (70).

(b) Should an employee work on a scheduled leave day which is a designated holiday for holiday pay, he shall receive double time for time so worked as well as eight (8) hours holiday pay at his regular straight time hourly rate, inclusive of shift premium, but exclusive of overtime premiums.

### **Section (83) FAILURE TO WORK**

An employee who is scheduled to work on a holiday and who fails to perform the scheduled work without a reasonable excuse acceptable to Management shall not receive pay for the holiday.

### **Section (84) EFFECT OF UNEMPLOYMENT COMPENSATION**

It is the purpose of Section (76) through (83) to enable eligible employees to enjoy the designated holidays with full straight-time pay. If, with respect to a week included in the Christmas holiday period during the term of the 1995 Agreement, an employee supplements his Holiday Pay by claiming and receiving an unemployment compensation benefit or claims and receives waiting period credit, to which he would not have been entitled if his Holiday Pay had been treated as remuneration for the week, the employee shall be obligated to reimburse the Corporation the lesser of the following amounts:

(a)-an amount equal to his Holiday Pay for the week in question, or,

(b)-an amount equal to either the unemployment compensation paid to him for such week or the unemployment compensation that would have been

paid to him for such week if it had not been a waiting period.

The Corporation will deduct from earnings subsequently due and payable the amount that the employee is obligated to reimburse the Corporation *hereinbefore* provided.

## VACATIONS

### Section (85) VACATIONS AND PAID ABSENCE ALLOWANCE

(a) — A seniority employee as of June 1, shall receive a vacation with pay based upon his seniority and a paid absence allowance if he has worked at least twenty-six (26) pay periods in the vacation eligibility year (the year including the pay period in which June 1 occurs and the preceding 51 pay periods) according to the following table:

Seniority on June 1 of the Vacation Year	Vacation	Payment	Paid Absence Allowance
1 but less than 3 years	1 wk.	40 hrs.	40 hrs.
3 but less than 5 years	1-1/2 wks.	60 hrs.	40 hrs.
5 but less than 10 years	2 wks.	80 hrs.	40 hrs.
10 but less than 15 years	2-1/2 wks.	100 hrs.	40 hrs.
15 but less than 20 years	3 wks.	120 hrs.	40 hrs.
20 or more years	4 wks.	160 hrs.	40 hrs.

The number of hours of the vacation with pay and the paid absence allowance to which an eligible employee shall be entitled shall be based on the employee's seniority on June 1 of the vacation eli-

gibility year and the number of pay periods which he worked during the eligibility year.

(b) — An eligible employee shall be entitled to a percentage of the above payment of vacation with pay and of the above paid absence allowance as follows:

<b>Pay Periods worked in the Vacation Eligibility Year</b>	<b>Percentage of Payment</b>
<b>26 or more</b>	<b>100%</b>
25	96
24	92
23	88
22	84
21	80
20	76
19	73
18	69
17	65
16	61
15	57
14	53
13	50

(c) — A seniority employee with less than one (1) year of seniority on June 1 of the vacation eligibility year who has worked for at least 26 pay periods in the vacation eligibility year will be eligible for forty (40) hours vacation with pay.

A seniority employee who has worked at least 13 but less than 26 pay periods shall be entitled to vacation pay according to the following table:

<b>In Vacation Eligibility Year 26 or more</b>	<b>Percentage of Payment 100%</b>
25	96
24	92
23	88
22	84
21	80
20	76
19	73
18	69
17	65
16	61
15	57
14	53
13	50

(d) — (i) *The above payments for vacation with pay shall be computed at the employee's straight time hourly rate on his last day worked prior to June 1 of the vacation eligibility year exclusive of overtime premiums, but including shift and seven day operations premiums and the amount of any cost-of-living allowance in effect on June 1 of the vacation eligibility year.*

(ii) *Payments from an employee's Paid Absence Allowance because of absence or because of termination of his employment by death, retirement, or otherwise; shall be computed at the employee's straight time hourly rate on his last day worked, exclusive of overtime premium, but including shift and seven-day operations premiums and the amount of any cost-of-living allowance then in effect.*

(iii) *Payment of the unused portion of the Paid Absence Allowance shall be computed at the employee's straight time hourly rate as of the last*

day worked in the vacation year.

(e) — (i) An employee may use the hours credited to his Paid Absence Allowance in units of no less than one-half (1/2) day periods for excused absence because of illness when not receiving Sickness and Accident Insurance; or absence that his supervisor has excused because of personal business; or at the time of his vacation with pay. A request for Paid Absence Allowance by an eligible employee made subsequent to such absence will be approved for payment, but such payment shall not make such absence an excused absence or preclude the Management from considering such absence as the basis, in whole or in part, for disciplinary action.

(ii) Any portion of an employee's Paid Absence Allowance that the employee does not use in the form of paid absences during the vacation payment year (the pay period following the pay period in which June 1 occurs and the next 51 pay periods) will be paid to him (computed pursuant to Subsection (d) at the time the Corporation makes its payment for vacation with pay the following payment year. An employee permanently separated or promoted to a salaried classification shall receive any remaining unused Paid Absence Allowance within thirty (30) days after the Corporation receives notification of his separation or promotion.

(f) — An employee disabled from work by compensable injury or legal occupational disease shall accrue credit toward pay periods worked for pay periods he would otherwise have been scheduled to work during the period of compensable disability provided such employee works at least one pay period in the eligibility year.

(g) — An employee who receives pay for one or

more of the designated holidays which fall in the Christmas Holiday Period, shall receive credit for a pay period worked for purpose of computation of vacation entitlement.

(h) — The Corporation recognizes the need to provide time off for vacation purposes and will implement Section (43) providing for the employment of temporary or vacation replacements for 120 days in an attempt to provide additional time off during the summer months.

(i) — An employee who qualifies for pay during a pay period pursuant to Section (66) Jury Duty shall receive credit for a pay period worked for purpose of computation of vacation entitlement.

(j) — The table below represents the parties intent to provide Vacation, Paid Absence Allowance and Holiday Pay for employees hired after April 1, 1985.

<b>Year of Seniority Attained</b>	<b>Vacation Factor Percent</b>	<b>PAA Factor Percent</b>	<b>Holiday Factor Percent</b>
Less than 1	0	0	50
1 but less than 3	100	20	60
3 but less than 5	100	60	70
5 but less than 9	90	80	80
9 or more	100	100	100

### **Section (86) ELIGIBILITY**

(a) An employee will be considered eligible for payments under Section (85) if he has worked for the Company for at least thirteen (13) pay periods in the vacation eligibility year and:

1. Is on the active hourly payroll on June 1 of the vacation eligibility year; or
2. Is not on the active hourly payroll on June 1 of the vacation eligibility year because of sickness or injury, layoff or leave of absence (including

military leave of absence).

(b) If a foreman, assistant foreman or supervisor is transferred to an hourly job or laid off from his supervisory or salaried position and reinstated to an hourly job, who is otherwise eligible but does not have at least one (1) year of seniority under this Agreement on June 1 of the vacation eligibility year, he shall receive payments under Section (85) based on his Corporation service and the total number of pay periods worked in the vacation eligibility year, less any payment previously received for a salaried vacation earned in the current and/or preceding calendar year.

(c) (i) Employees who, prior to June 1 of vacation eligibility year, have died or have retired under the Pension Plan or were automatically retired at age seventy (70) without pension benefits, or their estates, or estates of deceased retired employees shall receive basic payments under Section (85) that the employees were otherwise eligible to receive, computed as set forth in Subsection (c) (ii) below; provided, however, that an employee who retires or is retired under the provisions of the Pension Plan and who, but for his retirement, would have at least one year's seniority as of June 1 of the vacation eligibility year but who has not worked in at least thirteen (13) pay periods in the vacation eligibility year, shall receive for each of the pay periods he worked during such year one twenty-sixth (1/26) of the maximum basic payments to which his seniority as of June 1 of the vacation eligibility year would have otherwise entitled him under Section (85), computed as set forth below.

(c) (ii) The basic payments set forth in Subsection (c) (i) above shall be computed at the employee's straight time hourly rate exclusive of overtime pre-

mium but including shift and seven-day operations premium and the amount of cost-of-living allowance in effect on the last day worked.

(d) An eligible employee who enters into or returns to work from military service pursuant to Section (44) and would have at least one (1) year of seniority on June 1 of the vacation eligibility year but who has not worked at least thirteen (13) pay periods in the vacation eligibility year which his military service begins or ends shall receive for each pay period he worked in such year one twenty-sixth (1/26) of the maximum payments to which his seniority as of June 1 of the vacation eligibility year would otherwise have entitled him under Section (85).

#### **Section (87) VACATION SCHEDULE**

Employees shall be allowed time off for vacation at such times as Management determines.

#### **Section (88) TERMINATION**

An employee terminated for reasons other than discharge shall receive the vacation pay to which he is entitled if he has not already taken a vacation in the current vacation year. Employees who are discharged are not eligible for vacation or pay.

## **WAGES**

#### **Section (89) COST-OF-LIVING ALLOWANCE**

All employees covered by this Agreement shall be subject to the following cost-of-living allowance formula determining the cost-of-living allowance as set forth below.

(a) — The cost-of-living allowance will be determined in accordance with the changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised, CPI- W) (United States

City Average) published by the Bureau of Labor Statistics (1967=100).

(b) — Effective as of the beginning of the first pay period following ratification and thereafter during the period of this Agreement, adjustments in the cost-of-living allowance shall be made on the following dates and, in each case, shall be based on the following Consumer Price Indexes:

<b>Effective at Beginning of First Pay Period Commencing On or After:</b>	<b>Based on Three Month Average Consumer Price Index for:</b>
Sept. 1, 1995	May, June, July 1995
Dec. 1, 1995	Aug., Sept., Oct. 1995
Mar. 1, 1996	Nov., Dec., 1995, Jan. 1996
June 1, 1996	Feb., Mar., Apr. 1996

Adjustments will continue in this pattern for the balance of the Agreement through the adjustment scheduled for June, 2007.

In determining the three-month average of the Index for a specified period, the computed average shall be rounded to the nearest 0.1 Index Point.

In no event will a decline in the three-month Consumer Price Index below 442.0 provide the basis for a reduction in the wage scale by job classification.

(c) — (i) The amount of the cost-of-living allowance effective as of the beginning of the first pay period following ratification shall be four dollars and twenty-three cents (\$4.23) per hour.

(ii) Commencing with the pay period beginning September 4, 1995, and for any period thereafter as provided in Subsection (b), the allowance shall be determined in accordance with the following tables:

**Three-Month Average  
Consumer Price Index****Cost-of-Living  
Allowance**

442.0 or less	\$4.18
442.1 - 442.3	4.19
442.4 - 442.5	4.20
442.6 - 442.8	4.21
442.9 - 443.0	4.22
443.1 - 443.3	4.23
443.4 - 443.6	4.24
443.7 - 443.8	4.25
443.9 - 444.1	4.26

And so forth with one cent (1¢) adjustment for each 0.26 point change in the average Index.

(d) — The amount of any cost-of-living allowance in effect at the time shall be included in computing overtime premium, shift premium, holiday payments, call-in-pay, vacation payments, paid absence allowance payments, jury duty pay and bereavement pay and short-term military duty pay.

(e) — In the event that the Bureau of Labor Statistics does not issue the appropriate Consumer Price Index on or before the beginning of one of the pay periods referred to in Subsection (b), any adjustment in the allowance required by such appropriate Index shall be effective at the beginning of the first pay period after receipt of the Index.

(f) — No adjustments, retroactive or otherwise, shall be made due to any revision that may later be made in the published figures for the Consumer Price Index for any month on the basis of which the allowance has been determined.

(g) — The continuance of the cost-of-living allowance shall be contingent upon the availability of the monthly Consumer Price Index used to establish the Consumer Price Index calculated on the same ba-

sis as the Index for June 1995, unless otherwise agreed upon by the parties.

(h) — The cost-of-living allowance payable under the provisions of this Section shall be included in an employee's weekly paycheck.

(i) — Pay adjustments made in a cost-of-living allowance period applicable to any previous cost-of-living allowance period will include the allowance applicable during the period to which the adjustments relate.

### **Section (90) RATE BOOK**

The Corporation will furnish to the Local Union a copy of the rate classification book of the Corporation. The rate classification book is to be treated in confidence and kept at the office of the Local Union.

### **Section (91) WAGE APPLICATION**

(a) When a seniority employee is promoted or transferred to a higher paid classification under the Three Months Plan of Wage Advancement, he will be paid the working rate of the new classification, and shall receive the top rate beginning with the next pay period after the expiration of thirty (30) days. If the employee promoted has not had three (3) months service, he will stay at the working rate until the first pay period after the completion of the three (3) months service and provided he has then been at the working rate at least four (4) weeks, he shall receive the top rate for the classification to which he was promoted, otherwise he shall receive the top rate the first pay period after he has completed the four (4) weeks at working rate. If within one (1) year before the date of the promotion or transfer he has worked on, and at, the top rate of the classification to which he was promoted or transferred, he will be paid the top rate immediately.

(b) When a seniority employee who has been working on a higher paid classification is transferred to a lower paid classification, under the Three Months Plan of Wage Advancement, he will receive the top rate of the lower classification, provided he previously held the lower classification.

### **Section (92) RATES FOR NEW JOBS**

(a) When a new job is placed in production and cannot be properly placed in an existing classification, the Corporation will set up a new classification and a rate of pay for that job. A written notice of classification, rate of pay and effective date of the classification and rate of pay will be given to the Union.

(b) If the Union disagrees with the new classification or the rate of pay, the Union may notify the Corporation and the Union and the Corporation shall thereafter negotiate the protested classification or rate of pay. If a rate of pay is negotiated that is higher than the rate established by the Corporation, the negotiated rate shall be applied retroactive not more than 30 days from the date of settlement.

(c) If the Union does not notify the Corporation, as provided in Subsection (b), the classification and rate of pay shall be deemed to be satisfactory to the Union and there shall be no appeal thereafter.

### **Section (93) SUPPLEMENTAL AGREEMENTS**

The following Agreements are incorporated and made a part of this Agreement:

- Exhibit B     The Insurance Program
- Exhibit C     Agreement Regarding Supplemental Unemployment Benefit Plan
- Exhibit D     Supplemental Unemployment Benefit Plan

## **CONCLUSION**

### **Section (94) WITHDRAWAL OF DEMANDS AND SEPARABILITY OF PROVISIONS**

#### **(a) Withdrawal of Demands**

This Agreement replaces all previous agreements between, and practices sanctioned by, the parties.

Prior to and during the negotiations with respect to employees covered by the Agreement, each party made certain proposals to and demands upon the other. Each party hereto agrees that it has withdrawn all proposals and demands made to and upon the other in connection with said negotiations that are not incorporated in or covered by this Agreement or the documents annexed hereto in whole or in part. The withdrawal of said proposals and demands, in whole or in part, is as much a consideration for this Agreement and for the Agreements incorporated herein as is the incorporation therein of matters agreed upon. Each party hereto hereby waives any right to require the other to bargain on the subject matter of said proposals or on any similar proposals or on any other matter that might have been included in or covered by this Agreement or the documents annexed hereto but was not. It is the intention of the parties that this Agreement and said documents during their term shall cover all arrangements between the parties concerning wages, hours and conditions of employment that are to be in effect during said term and nothing shall be added to this Agreement or Agreements incorporated herein or subtracted from by amendment, supplemental agreement or otherwise.

#### **(b) Separability of Provisions**

(i) In the event that any of the provisions of this Agreement are or become invalid or unenforceable, the remaining, unaffected provisions shall remain in full force and effect.

(ii) Should the parties hereafter agree that applicable law makes, or probably makes, any of the provisions of this Agreement or of any of its supplement, memorandum of understanding or letters relating thereto invalid or unenforceable, the parties may agree on a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement, and remain in effect for the duration of the Agreement, without the need for further ratification by the Union membership.

#### **Section (95) RATIFICATION**

The Union agrees to submit this Agreement and the respective documents incorporated herein to the Union membership covered by this Agreement for ratification by them on or before July 30, 1995, and the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, Local 775, AFL-CIO will recommend to the membership that it be ratified.

#### **Section (96) EFFECTIVE DATE**

Unless otherwise provided, the effective date of any changes provided by this Agreement shall be the beginning of the pay period following the week in which the Union has in writing notified the Corporation that the Agreement between the Corporation and the Union dated July 28, 1995, has been duly ratified.

#### **Section (97) TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and

effect until 11:59 p.m., September 28, 2007, or until the end of the regularly scheduled shift beginning prior to 11:59 p.m., September 28, 2007, whichever is later.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to September 28, 2007, give written Notice of Termination. If neither party shall give Notice of Termination of this Agreement as provided in this paragraph of Notice of Amendment, as hereinafter provided or if each party giving a Notice of Termination withdraws the same prior to 11:59 p.m., on the following, September 28, 2007, this Agreement shall continue in effect from year to year thereafter subject to Notice of Termination by either party on sixty (60) days written notice prior to September 28, of any subsequent year.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to September 28, 2007, or any subsequent September 28 give written Notice of Amendment in which event the Notice of Amendment shall set forth the nature of the amendment or amendments desired. If Notice of Amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written Notice of Termination given on or after the September 18 next following said Notice of Amendment. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

#### **Section (98) NOTICE**

Notice shall be in writing and shall be sufficient if sent by mail addressed, if to the Union to International Union of Electronic, Electrical, Salaried, Ma-

chine and Furniture Workers, Local 775, AFL-CIO, 150 Heid Avenue, Dayton, Ohio or to such other address as *International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, Local 775-AFL-CIO*, shall furnish to the Corporation, in writing, and if to the Corporation, addressed to Dayton Thermal Products Plant, 1600 Webster Street, Dayton, Ohio, Attention, Director-Personnel, or to such other address as Dayton Thermal Products, shall furnish to *International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, Local 775, AFL-CIO*, in writing.

### **SCHEDULE A**

**Bargaining Unit referred to in Section (1).**

All production and maintenance employees and inspectors, employed at the Dayton Thermal Products Plant, Dayton, Ohio, including tool and die makers, but excluding guards, professional employees, office and clerical employees, foremen, assistant foremen, working and non-working group leaders, employees in the engineering department, and all supervisors.

## **APPRENTICE AND APPRENTICE STANDARDS AGREEMENT**

Agreement entered into on the 28th day of July, 1995, between Chrysler Corporation for its Dayton Thermal Products Plant, (herein referred to as the "Corporation") and the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, Local 775 - AFL-CIO (hereinafter referred to as the "Union").

### **Section (1) PURPOSE**

The purpose of the apprentice program is to train individuals in such skilled trades as may be desirable. The object of this training is to provide the Corporation with Journeymen who are thoroughly versed in methods used in its plants, and provide training for individuals in their chosen trade.

### **Section (2) APPRENTICE QUALIFICATIONS**

Apprentices shall be selected for this training course in accordance with the uniform apprenticeship application and selection procedure and:

(a) Shall be at least age eighteen (18).

(b) All applications must meet the regular employment requirements of all hourly employees determined by the Corporation including the physical requirements for the applicable trade and satisfactorily pass the uniform apprenticeship application and selection procedure tests given by the Technical Education Section. In the event the qualifications of applicants are equal in all other respects, preference shall be given applicants who are seniority employees of the Corporation.

(c) All applicants must present proof of one (1) year of algebra or geometry with a grade "C" or better.

(d) Selection of apprentices under the program shall be made from qualified applicants in accordance with the uniform apprentice application and selection procedure on the basis of qualifications alone and without regard to race, creed, color, national origin or sex.

(e) The acceptance or rejection of applications for apprenticeship shall be governed by the standards established herein and shall not be subject to review through the grievance procedure.

### **Section (3) APPLICATIONS**

Applications for apprenticeship training shall be received by the Apprentice Training Department or by Corporation Personnel Departments that shall forward such applications to the Apprentice Training Department from individuals who wish to prepare for their future as Journeymen through apprenticeship training.

### **Section (4) APPRENTICE AGREEMENTS**

Apprentices shall be indentured by separate apprenticeship agreement between the apprentice and the Corporation.

### **Section (5) SUPERVISION OF APPRENTICES**

Apprentices shall be under the direction and administration of the Manager of the Corporation's Apprentice Training Department. Qualified personnel shall be charged with responsibility of coordinating the apprenticeship program so that a systematic procedure will be followed throughout the training period.

## Section (6) DISCIPLINE

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Should the apprentice be repeatedly absent from work without leave or be guilty of misbehavior, unfaithfulness, disobedience of orders, improper conduct, unsatisfactory work, lack of interest in his work or education or for any other good or sufficient reason, he may be placed on probation or his apprenticeship may be cancelled or terminated and the apprentice dismissed.

## Section (7) RESIGNATION

The apprentice shall have the right to terminate his indenture at any time upon three days' notice in writing to the Manager of the Corporation's Apprentice Training Department, Chrysler Corporation.

## Section (8) WAGE RATES

(a) — Apprentices hired on and after the effective date of this Agreement, in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

1st 1000 hours — 65% of the trade classification midpoint wage rate.

2nd 1000 hours — 70% of the trade classification midpoint wage rate.

3rd 1000 hours — 75% of the trade classification midpoint wage rate.

4th 1000 hours — 80% of the trade classification midpoint wage rate.

5th 1000 hours — 85% of the trade classification midpoint wage rate.

6th 1000 hours — 90% of the trade classification midpoint wage rate.

7th 1000 hours — 95% of the trade classification midpoint wage rate.

completion of program

(b) — Seniority employees who enter into apprenticeship on and after the effective date of this Agreement, shall be paid the rate of the classification they held immediately prior to entering into apprenticeship or a rate equal to the sum of the maximum rate of the Production Operator Classification 0380 plus nine cents (9¢), whichever is lower, provided, however, that in no event will the starting rate be lower than a rate equal to the maximum rate of the Production Operator Classification 0380 minus twenty cents (20¢). New apprentices shall be paid that rate until the beginning of the first pay period following the pay period in which they would be entitled to a higher rate according to the schedule in Subsection (a) above. Thereafter, they shall be paid according to the schedule in Subsection (a) above.

### **Section (9) TOOLS**

The apprentice shall be required to obtain the tools, books, supplies and equipment necessary for his training. As soon as practicable after being placed in the Apprentice Program an apprentice will receive a tool allowance of \$85.00 and a like amount at the end of each of the first seven periods of 1000 hours of apprentice training and the final payment of \$120 upon completion of the Apprentice Program as reimbursement for the cost of his tools.

Apprentices presently in program and apprentices who enter apprenticeship with evaluated credit for prior experience and training shall receive a tool allowance thereafter in accordance with the above payment schedule.

## **Section (10) CERTIFICATE**

*An appropriate certificate of graduation shall be provided upon the satisfactory completion of the term of apprenticeship.*

## **Section (11) SENIORITY**

Upon satisfactory completion of the term of apprenticeship, the graduate apprentice shall immediately become a journeyman and shall be given for seniority purposes the date set forth in the Apprenticeship Indenture as the date his apprenticeship began.

*An apprentice who leaves the employ of the Corporation to enter military service and upon satisfactory completion of such service returns to the Corporation within 90 days of his discharge from service and completes his term of apprenticeship, shall upon graduation be given for seniority purposes the date set forth in the Apprenticeship Indenture as the date his apprenticeship began. Time spent during the apprenticeship on approved leave of absence, vacation leave, jury duty, annual military encampments as well as excused paid absence allowance days, bereavement days, and holidays for which the employee has received pay from the Corporation will also be credited toward seniority upon graduation.*

If it is necessary to curtail the number of apprentices in a given trade, the reduction shall be made on the basis of the last hired being the first released, so that the required ratio of apprentices to journeyman is maintained. In the event a conflict arises because of two apprentices being hired on the same day, the apprentice with the greatest portion of his apprenticeship completed shall be retained.

An employee having seniority in the plant who enters the apprentice training program as provided

in Section (2) shall, during the period of his apprenticeship, retain and accumulate seniority and if laid off or dismissed from the apprentice training program, he shall have the opportunity to return to the Division where he formerly held seniority. If he declines the opportunity to return to such former Division and is laid off or dismissed from the Apprentice Program, his seniority in the former Division shall be terminated and he shall not be eligible for benefits as provided under the Supplemental Unemployment Benefit Plan.

### **Section (12) RATIO OF APPRENTICES TO JOURNEYMEN**

The ratio of apprentices in training shall not be more than one (1) apprentice to each five (5) skilled tradesmen unless otherwise approved by the Joint Committee.

When a reduction in force occurs in a trade where apprentices are employed, apprentices first shall be laid off until the ratio of apprentices to journeymen shall be one (1) to five (5).

Thereafter, apprentices shall be laid off proportionately to retain such ratio.

### **Section (13) JOINT COMMITTEE**

There shall be a Joint Committee of three (3) members appointed by the Union and three (3) members appointed by the Corporation.

The Committee shall be authorized to deal with matters concerning the application of the terms of the Apprentice Agreement and the Apprentice Standards and to study the effects of the employment of apprentices on the employment of journeymen in the trades involved and other matters that may involve

the training of apprentices by journeymen in the shop; to receive regular and special reports regarding apprentice training and to discuss and recommend changes which may be negotiated at the proper time. Matters not resolved by the committee may be referred to the Impartial Chairman whose authority shall be as set forth in the Agreement dated July 28, 1995.

The foregoing shall not be construed except as provided herein for the Joint Committee members, to give the Union or its local representatives bargaining rights for apprentices, but is intended to promote the effective training of apprentices and to insure a proper relationship between journeymen and apprentices through a mutual understanding between the Union and the Corporation. Sections (7) through (13) (Union Security and Voluntary Check-Off) of the Agreement of July 28, 1995, shall be applicable to apprentices. Any apprentice may have his initiation fee and membership dues deducted in accordance with Sections (11) through (13) of the Agreement of July 28, 1995.

#### **Section (14) MEETINGS**

The time and place of meetings of the Committee shall be mutually determined. Meetings shall not be held more frequently than once every six (6) months unless otherwise agreed to.

## **APPRENTICE STANDARDS**

#### **Section (15) LENGTH OF TRAINING PROGRAM**

Apprentice courses are normally 8000 hours or approximately four (4) years in length. The number of hours required for graduation varies somewhat

between different trades. Satisfactory completion of the related training courses and of the total number of hours specified for each trade shall be required for graduation.

All overtime actually worked during any term period shall be counted as hours worked and applied against the period total.

### **Section (16) PROBATIONARY PERIOD**

The first 500 hours of apprenticeship is to be considered a probationary period and the Corporation reserves the right to determine whether or not the apprenticeship shall be continued with the apprentice.

### **Section (17) PRIOR TRAINING**

An apprentice who has had prior training in a recognized apprentice training program or a Chrysler seniority employee who desires to enter the apprentice training program will have his training and experience evaluated by the Apprentice Training Department which will determine the amount of credit, if any, to be given for such prior training.

### **Section (18) SHOP SCHEDULES**

An apprentice shall serve through a series of operations as indicated in the shop schedule. This schedule is set up as a guide, and if apprentices are employed in a trade for which a schedule of work processes is specifically set forth, the schedule of work processes shall be adhered to unless local conditions and/or progress of the apprentice requires rearrangement. As it becomes desirable to train individuals in other skilled trades, appropriate schedules of work processes shall be arranged.

These schedules may from time to time be revised as recommended by the Joint Committee.

### **Section (19) RELATED TRAINING**

The Corporation shall provide the required related training consisting of Shop Mathematics and Shop Theory during the apprenticeship. Apprentices shall be paid at their regular hourly rate for actual school attendance, except for courses repeated, provided, however, the total number of class hours for which an apprentice shall be compensated shall not exceed the required number of hours required in the Schedule of Work Processes.

Time spent in actual school attendance by apprentices who enter into Apprenticeship Agreements on or after the effective date of this Agreement shall not be subject to overtime or premium pay under Sections (68) and (69) of the Agreement of July 28, 1995, and such time shall not be considered as time worked in computing overtime or premium pay as defined in such sections or as work performed for the Corporation under the SUB Plan.

# **ELECTRICAL APPRENTICE CLASSIFICATION #0125 DAYTON**

## **SCHEDULE OF WORK PROCESSES**

Electrical Construction	1,290
Electrical/Electronic Maintenance (Diagnose, locate and repair trouble in plant electrical/electronic equipment)	2,796
Electrical/Electronic Troubleshooting and Repair (Repair solenoids, motors, limit switches, electronic panels, AC-DC test block, transformers and welders, power supplies, programmable controls )	2,400
Test Equipment Operation	450
New Equipment Training (New technology)	1,300
Power Distribution (Testing all circuits, servicing of main auxiliary circuits and equipment)	500
Plant Electrical Engineering	414
Safety Training	80
Related Training	<u>770</u>
<b>TOTAL HOURS</b>	<b>10,000</b>

# MACHINE REPAIR APPRENTICE CLASSIFICATION #0130 DAYTON

## SCHEDULE OF WORK PROCESSES

Machine Operations*	1,300
Shaper	
Lathe	
Milling Machine	
Grinder	
Repair, Maintenance & Service including:	3,846
Welding & Welding Lab	(500)
Robotic Troubleshooting	(300)
Electro-Mechanical Trouble- shooting	(600)
Pump Repair	(200)
New Equipment Training	400
Tool Engineering	400
Print Reading-Mechanical & Hydraulics	
Hydraulics & Pneumatics	800
Optional (Heavy Duty Mills, Lucas, N.C. Machines, Scrapping)	514
Safety Training	80
Related Training	<u>660</u>
TOTAL HOURS	8,000

# MILLWRIGHT APPRENTICE CLASSIFICATION #0138 DAYTON

## SCHEDULE OF WORK PROCESSES

Dismantling, Moving, Erecting Machinery & Equipment	1,172
Fabricating, Installing, Repairing & Rebuilding Pulleys, Belting, Conveyors, Cranes, Elevators, Furnaces & Shot Blast	1,320
Installing, Repairing & Rebuilding Conveyors, Drives, Speed Reducers & Reduction boxes	1,310
Floor Layout & Installation of Machinery & Equipment	1,172
Plant Maintenance (Preventive Maintenance, Etc.)	928
Installation of Electric Motors & Equipment (Except Wiring)	300
Welding Lab	484
Tig	(250)
Arc	(500)
Oxy/Fuel	(106)
Plant Engineering	560
Safety Training	80
Driver Training	14
Related Training	<u>660</u>
<b>TOTAL HOURS</b>	<b>8,000</b>

# PIPEFITTER-PLUMBER APPRENTICE CLASSIFICATION #0149 DAYTON

## SCHEDULE OF WORK PROCESSES

Installation & Maintenance of Steam & Hot Water Heating Systems with High & Low Pressure Steam	1,690
Repair Valves, Traps, Pumps, Etc.	650
Plumbing	800
Installation & Maintenance of Process Piping (Air, Acid, Steam, Gas, Oil, Etc.)	2,270
Welding	456
Arc (300)	
Oxy-Fuel (156)	
(Coil Repair & Soldering)	
Refrigeration	300
Pneumatic Layout & Troubleshooting	300
Air Test & Air Logic	300
Plant Engineering	494
Safety Training	80
Related Training	<u>660</u>
<b>TOTAL HOURS</b>	<b>8,000</b>

**TOOL AND DIE MAKER APPRENTICE  
CLASSIFICATION #0155  
DAYTON**

**SCHEDULE OF WORK PROCESSES**

Machine Operations*		2,600
Drill Press (Radial)	(300)	
Shaper	(450)	
Lathe	(700)	
Milling Machine	(700)	
Grinder	(450)	
Mold and Die Repair		1,000
Fixture Building & Bench		1,000
Maintenance and Repair		900
Optional Machining Operations- New Technology		906
Gear Cutting		200
Tool Engineering		654
Safety Training		80
Related Training		<u>660</u>
<b>TOTAL HOURS</b>		<b>8,000</b>

**Section (20) TERMINATION**

This Agreement is entered into concurrently with and terminates with the Agreement dated September 28, 2007.

# **MEMORANDUM OF UNDERSTANDING HEALTH AND SAFETY**

This Memorandum of Understanding supplements the Agreement between Chrysler Corporation for its Dayton Thermal Products Plant, and the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, Local 775, AFL-CIO, dated July 28, 1995, as follows:

**WHEREAS**, no subject is of greater concern to Chrysler Corporation and the Union than the physical well-being of employees at its Dayton Thermal Products Plant, and in our recent negotiations no subject received or deserved a higher priority than promoting safe and healthful working conditions in the plant; and

**WHEREAS**, the parties agree that an on-going program, in which both will participate and cooperate, will aid in achieving that objective.

I. **NOW, THEREFORE**, it is hereby agreed as follows:

- (a) A Local Joint Committee on Health and Safety, hereinafter referred to as the Local Committee, will be established in the plant, consisting of one (1) representative appointed by the Plant Management and one (1) representative appointed by the International Union. The maximum number of hours per week in which the Union member of the Local Committee will be allowed to perform his functions shall be determined on the

basis of the number of hourly employees in the Plant in accordance with the following schedule:

Number of Employees	Hours Per Week
600 or more	40
250 to 599	8
Less than 250	4

- (b) Adjustments with respect to the maximum number of hours the Union member of the Local Committee will be allowed to perform his functions shall be made twice each calendar year, (1) effective the second pay period in May, based on the number of hourly employees on the active roll in the plant on the third Wednesday of the preceding month of April, and (2) effective the second pay period in November, based on the number of hourly employees on the active roll in the plant on the third Wednesday of the preceding month of October. The International Union shall advise the Corporation in writing of the name of the appointee. No union member of a Local Committee shall function as such until the Corporation is so advised. The Union member of the Local Committee shall serve an indefinite term and shall be replaced only with the concurrence of the International Union and the Corporation. The Union member will receive training as outlined hereinafter, without cost to him.

II. The Local Committee shall:

- (a) Meet at least once each month at a mutually agreeable time and place to review

health and safety conditions within the plant and make recommendations in this regard as they deem necessary or desirable. A summary list of items discussed shall be provided to the Union member of the Local Committee.

- (b) Make weekly systematic inspections of the plant, as provided hereinafter, to assure that there is a safe, healthful and sanitary working environment.
- (c) Accompany Governmental Health and Safety inspectors and International Union Health and Safety professionals on inspection tours. Also accompany Corporate Health and Safety professions on regular surveys at the plant and surveys requested by the Union. Advance arrangements should be made to permit participation in such surveys. When the hourly plant population is less than 600 employees, the time spent by the Union member accompanying such inspectors and professionals shall not be charged against the member's weekly allotted hours.
- (d) Be notified in advance of health and safety inspections by private agency officials or by consultants retained by the Corporation and, whenever possible, by Government Officials, and be afforded an opportunity to accompany such officials or consultants and provide any pertinent information to them.
- (e) Be informed of lost work day accident cases, review results of the plant safety investiga-

tion of such accidents and make any necessary or desirable recommendations. Investigate work related fatalities and serious accidents, and upon request, review completed OSHA Form No. 101 reports. When such events occur during the 2nd or 3rd shift, the management member of the Local Committee will endeavor to notify the Union member, inform him of the facts, and arrange upon request, for him without pay to enter the plant and investigate such events.

- (f) Receive a copy of the plant's report on OSHA Form No. 200 and the plant's manhours worked and the incidence rate for the pertinent period.
- (g) Review and recommend and participate in local safety education and information programs.
- (h) Where necessary, measure noise, air contaminants, and air flow with approved direct reading equipment provided by the Corporation as set forth hereinafter. The Local Committee shall also use, or observe the use of appropriate industrial hygiene and safety testing equipment as required where available in the plant.
- (i) When either member of the Local Committee has a reasonable basis for concluding that a condition involving imminent danger exists, relevant information shall be communicated without delay to the co-committee members so that joint investigation can be

conducted immediately and necessary or desirable recommendations made. Upon joint agreement, the machine or operation may be taken out of service to perform any and all corrective action.

- (j) Introduce and explore ways to reduce injuries or illnesses through the application of ergonomics principles.

III. (a) In the event the Union member of the Local Committee is absent for one (1) week or more, the member may be replaced by an employee who has been designated as the regular replacement by the International Union provided, where possible, the Union member of the Local Committee has given local management advance written notification of the expected absence of the regular Union member. As soon as practical following the effective date of this Agreement, the International Union shall provide to the Corporation the names of the employees who have been designated by the International Union as regular replacements.

- (b) Notwithstanding paragraph III (a) above, the Union member of the Local Committee may be replaced by the regular replacement when the member is absent for less than a week to investigate work related fatalities, serious accidents, and, in accordance with II (i) above, conditions involving imminent danger when such fatalities, accidents or conditions occur during the Union member's absence.

- (c) It is understood that the Union member of the Local Committee who does not qualify under the schedule herein to perform his functions forty (40) hours per week has a regular job to perform and that he will advise his foreman on each occasion when it is necessary for him to leave his regular job in order to function as a member of the Local Committee. The Union member of the Local Committee shall be permitted to meet in the regular meeting of the Plant Shop Committee and, at the request of the Local Union President, attend special meetings during the portion of such regular or special meetings when health and safety issues or grievances therein are discussed.
  
- (d) It is understood that the Union member of the Local Committee will be paid only for such time spent in performing his functions as occurs during the time when he is otherwise scheduled to work.
  
- (e) The plant will make available to such member a place where the member can write reports or review health and safety material. In addition, the member will be provided a filing cabinet or drawer to keep health and safety material.
  
- (f) When a Union member of the Local Committee is permitted less than forty (40) hours a week away from work, the designation of such time shall be made by mutual agreement between the Local Union and the Plant Management.

- (g) The Union member of the Local Committee will not be scheduled for Saturday, Sunday, holiday or daily overtime work except as a regular employee in his department and when so scheduled shall not perform his function as a Union member of the Local Committee; provided, however, when more than 50% of the regular hourly work force in a plant of 600 or more hourly employees are scheduled to work during hours for which they are entitled to receive premium pay under either Section (68) or Section (69) of the Agreement, the Union member of the Local Committee for the plant will also be scheduled to work and to function as a Union member of the Local Committee during such hours.
- (h) When there are 600 or more employees on the active roll and a reduction in the work force occurs, the Union member of the Local Committee shall be permitted to perform the functions of the office when fifty percent (50%) or more of the people on the member's shift are working except that during a reduction in force due to model change or plant rearrangement the member shall be permitted to perform the functions of the office when one hundred (100) or more of the people on the member's shift are working.
- (i) The privilege of the Union member of the Local Committee to perform his duties during regular working hours is subject to the conditions (i) that the time be devoted to the

prompt handling of matters which are proper pursuant to the terms of the Memorandum and the privilege shall not be abused and (ii) that if it is necessary for the Union member of the Local Committee to speak to an employee about a health and safety matter he shall make prior arrangements with the employee's foreman or supervisor to do so.

- (j) The union member of a Local Committee shall be assigned to the first shift.

IV. The Corporation recognized its obligation to provide as safe and healthful a working environment for employees as it reasonably can and both parties agree to use their best efforts jointly to achieve that end. Responsibility for health and safety matters remains, however, with the Corporation.

The Corporation agrees to:

- (a) Provide the necessary or required personal protective equipment, devices and clothing at no cost to employee.
- (b) Provide equipment for measuring noise, air contaminants, and air flow which will be available for use by the Local Committee. Proper arrangements shall be made to permit the Union member of the Local Committee to use the safety and industrial hygiene equipment available to the Management member of the Local Committee and in which the members of the Local Committee have received training.

- (c) Provide annual training for members of the Local Committee and appropriate education and training in health and safety for all employees. In addition to initial instruction, members of the Local Committee will receive specialized training appropriate to the nature of the work performed in the plant.
- (d) Provide additional joint health and safety training to enhance the safety awareness, hazard recognition and technical skills of Chrysler employees covered under the terms of this Agreement.
- (e) Permit the Union member of the Local Committee to participate in and observe Management measurement or sampling of the occupational environment. Whenever it is determined that an employee has had a personal exposure exceeding the permissible level as set forth in 29CFR-1910.1000, Air Contaminants, Code of Federal Regulations such information shall be entered in the employee's medical record. The Local Committee shall be informed in writing of such exposure and shall advise the employee. The Union member of the Local Committee shall also be informed in writing of the corrective action to be taken. In addition, in those instances where a breathing zone air sample is collected, the employee will be notified by the Local Committee of the results which will be entered on the employee's medical record. Upon written request of the employee such results shall be provided to the employee or his physician.

- (f) Disclose and submit in writing to the Local Committee in a timely manner the identity of any known potentially harmful chemicals or materials to which employees are exposed. Such information shall also contain a description of the remedies, antidotes, and protective measures for such chemicals.
- (g) Provide competent staff and medical facilities adequate to implement its obligation as outlined in (h) below.
- (h) Provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them those medical services, physical examinations and other appropriate tests including audiometric examinations, at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. Also, to provide the specific tests required for employees in jobs with special physical requirements.

Provide to each employee or his physician, upon written request of the employee, a complete report of the results of any such test or examination, given to him, including the results in those instances where it is determined that an employee had a personal exposure exceeding the permissible levels set forth in 29CFR-1910.1000, Air Contaminants.

Provide upon request to the International Union, a copy of such reports after receipt of the employee's written permission to do so.

- (i) Arrange for regular surveys of each plant by the Corporation's Industrial Health and Safety Staff and provide special surveys at the request of either the Plant Management or the International Union. Such survey reports, including recommendations for the correction of identified overexposure or unsafe conditions, will be provided to the International Union and to the Union member of the Local Committee. The Union member of the Local Committee shall be allowed to accompany health and safety specialists whenever hired by the Corporation to perform the functions normally performed by the Corporation's Industrial Health and Safety Staff. Such survey reports, including recommendations for the correction of identified overexposures or unsafe conditions, will be provided to the International Union and to the Union member of the Local Committee.
  
- (j) Provide access, upon reasonable notice to the Plant to Health and Safety representatives of the International Union. Reports on such surveys will be provided to the Corporation.
  
- (k) Provide to the Union member of the Local Committee prompt notification of fatalities and serious accidents. Upon making proper arrangements, immediate investigation may be made of such events by the International Union's Health and Safety professionals upon request.

- (l) Establish a procedure to allow the Local Committee to jointly review new plant layouts, new manufacturing equipment and major process changes where employee health or safety may be affected.
- (m) Explore in Local Committee meetings methods to improve communications between the Corporation and the IUE in health and safety areas. Initial efforts shall be directed at obtaining from suppliers full chemical formulations on a non-confidential basis and determining the feasibility of providing the information on Hazard Communication Sheets.
- (n) Provide by March 1 of each year to the Health and Safety professionals of the International Union's staff a copy of OSHA Form No. 200 as it is now constituted, and the corresponding manhours worked and incidence rate for the plant.

V. The Union agrees to maintain in a confidential manner any statistical data or proprietary information supplied to it under the terms of this Memorandum of Understanding.

VI. The Steward in each district, and/or the appropriate member of the Shop Committee for such district, will conduct a tour to determine whether *safe, healthful and sanitary conditions* are being maintained. The Union Representative shall report to the Local Committee any conditions which he believes to be in need of correction which he has not been able to get corrected through discussions with Management.

- (a) The Union member of the Local Committee will conduct an investigation of those matters contained in such reports. Those matters not resolved as a result of such investigation may be placed on the agenda of the regular conference between the Shop Committee and the Labor Relations Supervisor and discussed at its next scheduled meeting.
- (b) This procedure shall not preclude the filing of a health and safety grievance at step 1 of the Grievance Procedure. The primary responsibility of resolving differences involving health and safety matters remains with the plant supervision and the local Union representatives.

VII. In prior negotiations the parties jointly committed to various health and safety principles which are hereby reaffirmed as follows:

(a) Use of Camera

The Local Joint Committee on Health and Safety will be permitted use of the Plant camera as an aid in conducting joint investigations and inspections where special circumstances dictate the need, such as where photographs are necessary to enable the Local Joint Committee to adequately explain or describe serious safety or health problems to responsible plant management. Upon request, the Union Member of the Local Joint Committee on Health and Safety will be provided with copies of photographs

which relate to health and safety matters in the plant. Such photographs shall remain the property of the Corporation and shall be for the internal use of the Local Joint Committee only and shall not be reproduced, published or distributed.

**(b) Working Alone**

It is the policy of the Corporation with respect to the assignment of employees to work in isolated areas that when such assignments are recognized as potentially hazardous, appropriate precautions are taken. Such precautions include providing air sampling and ventilation when necessary, necessary protective equipment, a reliable communication system, appropriate personnel surveillance arrangements and, as required, adequate support personnel. This will not change or restrict any mutually satisfactory past practice.

**(c) Lockout/Tagout Program**

It is recognized by both parties that an effective lockout/tagout program as required by the Corporation's mandatory safety Manufacturing Technical Instruction "Safety Lockout Procedure for Machines and Equipment" can only be implemented at the plant level. In order to remain effective, this program must be reviewed and reemphasized. The Corporation will instruct the management of the plant to review, upon request, the plant's program with the Local Joint

Committee on Health and Safety and the Plant Shop Committee. It is understood that the committees will have ample opportunity to discuss the program and make appropriate recommendations to improve upon it. There shall be an effective lockout/tagout program in the plant.

Grievances arising under these provisions shall not be in the jurisdiction of the Appeal Board.

Nothing herein shall be construed to restrict any employee's rights in the United States under Section 502 of the National Labor Relations Act, as amended by the Labor Management Relations Act, 1947.

Dated and signed at Dayton, Ohio this 28th day of July, 1995.

INTERNATIONAL UNION  
OF ELECTRONIC, ELECTRICAL,  
SALARIED, MACHINE AND  
FURNITURE WORKERS,  
AFL-CIO, LOCAL 775      CHRYSLER CORPORATION

## **MEMORANDUM OF UNDERSTANDING SENIORITY DIVISION NO. 8**

During prior negotiations the parties discussed at length the inefficiencies and disruptions caused by the recurring turnover in the various jobsetter classifications when there are layoffs. In an attempt to eliminate this problem particularly with the introduction of new work to the Plant the parties agreed to create a new seniority division for employees who are classified as jobsetters. Accordingly, Seniority Division No. 8 was established. The following provisions are applicable to this division:

- 1) Seniority shall be by classification.
- 2) An employee's seniority date in Division No. 8 shall be the same as his plant seniority date.
- 3) Promotions into Division No. 8 shall be made on the basis of seniority and the ability to perform the job.
- 4) Layoffs in affected classifications in Division No. 8 shall be by seniority and classification.
- 5) Employees laid off from Division No. 8 will seek their seniority level in their former *Seniority Division* and will be assigned to an open job or displace the least seniority employee in that Division. If the employee does not have sufficient seniority to return to his former Division, he will be assigned to an open job within Division 1

through 6 or displace the least seniority employee in Divisions 1 through 6.

- 6) Employees assigned to Division No. 8 shall not be retained on the active roll out of line of seniority if they have lesser seniority than all employees in Divisions No. 1, 2, 3, 4, 5, 6, 9, 10, and 11.
- 7) Employees who have been laid off from Division No. 8 shall be returned to Division No. 8 to open jobs within their classification prior to promotion of employees who have not previously been assigned to the classification provided such employee makes application at the Labor Control Office within two (2) weeks of his transfer or recall.

Dated and Signed at Dayton, Ohio this 28th day of July, 1995.

INTERNATIONAL UNION  
OF ELECTRONIC, ELECTRICAL,  
SALARIED, MACHINE AND  
FURNITURE WORKERS  
LOCAL 775, AFL-CIO      CHRYSLER CORPORATION

## **MEMORANDUM OF UNDERSTANDING SENIORITY DIVISION NO. 9**

In keeping with Letter No. 18, "Competitive Approaches" of the current Collective Bargaining Agreement, the parties recognize they must jointly find and implement an innovative approach to achieve a more efficient and effective utilization of manpower being assigned to the Radiator Assembly Department(s). This approach is necessary to meet world competition, protect the Plant's current work, keep the Dayton Plant radiator cost competitive, and increase the likelihood of the insourcing of new work.

During prior negotiations the parties discussed at length the inefficiencies and disruptions that will be caused by the reoccurring turnover of manpower assigned to the radiator assembly department(s). In an attempt to eliminate this problem with the introduction of the new work to the Plant, the parties agreed to create a new seniority division for employees who are assigned to the radiator assembly department(s). Accordingly, Seniority Division No. 9 was established. The following provisions are applicable to this division:

- 1) Seniority shall be by classification and division.
- 2) An employee's seniority date in Division No. 9 shall be the same as his plant seniority date.
- 3) Transfers into Division No. 9 shall be made on the basis of seniority and the ability to perform the job.

- 4) Layoffs in affected classifications in Division No. 9 shall be by seniority and classification.
- 5) Employees laid off from Division No. 9 will seek their seniority level in Seniority Divisions No. 1 through 6. The employee will be assigned to an open job within Divisions No. 1 through 6 or displace the least seniority employee in Divisions No. 1 through 6.
- 6) Employees assigned to Division No. 9 shall not be retained on the active roll out of line of seniority if they have lesser seniority than all employees in Divisions No. 1, 2, 3, 4, 5, 6, 8, 10 and 11.
- 7) Employees who have been laid off from Division No. 9 shall be returned to Division No. 9 to open jobs within their classification prior to transfer of employees who have not previously been assigned to the classification in the Radiator Assembly Department(s).

Dated and signed at Dayton, Ohio, this 28th day of July, 1995.

INTERNATIONAL UNION  
OF ELECTRONIC, ELECTRICAL,  
SALARIED, MACHINE AND  
FURNITURE WORKERS,  
LOCAL 775, AFL-CIO      CHRYSLER CORPORATION

## **MEMORANDUM OF UNDERSTANDING SENIORITY DIVISION NO. 10**

In keeping with Letter No. 18, "Competitive Approaches" of the current Collective Bargaining Agreement, the parties recognize they must jointly find and implement an innovative approach to achieve a more efficient and effective utilization of manpower especially where training funds are being used to improve the skills of the employees assigned to the new work sourced to the Dayton Plant. This approach is necessary to meet world competition, protect the Plant's current work, keep the Dayton Plant cost competitive, and increase the likelihood of the insourcing of new work.

During prior negotiations the parties discussed at length the inefficiencies and disruptions that will be caused by the recurring turnover of manpower assigned to the Fuel Pump Assembly Department(s). In an attempt to eliminate this problem with the introduction of new work to the Plant, the parties agreed to create a new seniority division for employees who are assigned to the Fuel Pump Assembly Department(s). Accordingly, Seniority Division No. 10 was established. The following provisions are applicable to this Division:

- 1) *Seniority shall be by department, classification and division.*
- 2) *An employee's seniority date in Division No. 10 shall be the same as his plant seniority date.*
- 3) *Transfers into Division No. 10 shall be*

made on the basis of seniority and the ability to perform the job.

- 4) Layoffs in affected classifications in Division No. 10 shall be by seniority and classification.
- 5) Employees laid off from Division No. 10 will seek their seniority level in seniority Divisions No. 1 through 6. The employee will be assigned to an open job within Divisions No. 1 through 6 or displace the least seniority employee in Divisions No. 1 through 6.
- 6) Employees assigned to Division No. 10 shall not be retained on the active roll out of line of seniority if they have lesser seniority than all employees in Divisions No. 1, 2, 3, 4, 5, 6, 8, 9, and 11. Employees who have been laid off from Division No. 10 shall be returned to Division No. 10 to open jobs within their classification prior to transfer of employees who have not previously been assigned to the classification in the Fuel Pump Assembly Department(s).

Dated and signed at Dayton, Ohio this 28th day of July, 1995.

INTERNATIONAL UNION  
OF ELECTRONIC, ELECTRICAL,  
SALARIED, MACHINE AND  
FURNITURE WORKERS, STAR, INC.  
LOCAL 775, AFL-CIO      CHRYSLER CORPORATION

## **MEMORANDUM OF UNDERSTANDING SENIORITY DIVISION NO. 11**

In keeping with Letter No. 18, "Competitive Approaches" of the current Collective Bargaining Agreement, the parties recognize they must jointly find and implement an innovative approach to achieve a more efficient and effective utilization of manpower being assigned to the Plate/Fin Evaporator Coil Department(s). This approach is necessary to meet world competition, protect the Plant's current work, keep the Dayton Plant evaporator cost competitive, and increase the likelihood of the insourcing of new work.

During prior negotiations the parties discussed at length the inefficiencies and disruptions that will be caused by the recurring turnover of manpower assigned to the Plate Fin Evaporator Coil Department(s). In an attempt to eliminate this problem with the introduction of new work to the Plant, the parties agreed to create a new seniority division for employees who are assigned to the Plate Fin Evaporator Coil Department(s). Accordingly, Seniority Division No. 11 was established. The following provisions are applicable to this Division:

- 1) Seniority shall be by classification and division.
- 2) An employee's seniority date in Division No. 11 shall be the same as his plant seniority date.
- 3) Transfers into Division No. 11 shall be made on the basis of seniority and the

ability to perform the job.

- 4) Layoffs in affected classifications in Division No. 11 shall be by seniority and classification.
- 5) Employees laid off from Division No. 11 will seek their seniority level in Seniority Divisions No. 1 through 6. The employee will be assigned to an open job within Divisions No. 1 through 6 or displace the least seniority employee in Divisions No. 1 through 6.
- 6) Employees assigned to Division No. 11 shall not be retained on the active roll out of line of seniority if they have lesser seniority than all employees in Divisions No. 1, 2, 3, 4, 5, 6, 8, 9, and 10.
- 7) Employees who have been laid off from Division No. 11 shall be returned to Division No. 11 to open jobs within their classification prior to transfer of employees who have not previously been assigned to the classification in the Plate/Fin Evaporator Coil Department(s).

Dated and signed at Dayton, Ohio this 28th day of July, 1995.

INTERNATIONAL UNION  
OF ELECTRONIC, ELECTRICAL,  
SALARIED, MACHINE AND  
FURNITURE WORKERS,  
LOCAL 775, AFL-CIO      CHRYSLER CORPORATION

# **"SHARED DESTINY THROUGH MUTUAL GAINS AND SAVINGS"**

## **Dayton Thermal Products Division GAINSHARING PLUS PROGRAM**

July 28, 1995

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## INTRODUCTION

The Dayton Thermal Products Plant (DTP) has developed into a position of leadership in the Heat Transfer industry. It is recognized as a successful "high-tech" company that is capable of producing a wide range of heat transfer products.

Through the years, DTP has developed organizational and management stability. It has established a management identity and stability considered to be fair, trusted, concerned and responsive to the needs of the organization.

Foreign competition has forced upon all industry a greater awareness of product quality and cost competitiveness. Our customers have established aggressive quality standards for its supply base, including DTP. We have, therefore, had to reassess and reevaluate our ability to produce consistently heat transfer products at our customers' more stringent quality levels.

To meet customer requirements, a variety of programs and systems were initiated during recent years at DTP to enhance our quality effectiveness as a supplier, and to create positive changes of employee attitudes toward quality. These programs and systems (including among other things Statistical Process Control, Competitive Sourcing Teams and the BEST Agreement), have helped move DTP toward being more world class competitive.

To help ensure lower costs, higher quality and improve plant viability, Management and the Union agreed to establish a gainsharing system which will allow employees to participate in the ultimate success of DTP. The system is entitled Employee Sharing in Profits, Growth and Job Security through Gainsharing Plus Process (ESP).

The Management and Union of DTP are committed to the principle that ESP provides an involvement system that helps insure the long term success and growth of DTP. ESP requires a strong commitment on the part of every employee to make it work, and all employees must assume responsibilities if ESP is to be successful. We have the opportunity to influence the changes necessary for survival and growth at DTP, and to enhance our environment of trust, cooperation and recognition in an atmosphere of pride and friendship throughout the plant, the company and the community.

It is believed through the joint efforts of all employees, that we can be a more viable competitor in the global heat transfer industry.

## **GAINSHARING PLUS FORMULA**

### **SECTION I**

#### **AREAS OF MEASUREMENT**

- Labor cost, including straight time overtime, overtime premium and shift premium
- Scrap cost
- Material savings
- Health care cost savings
- Volume considerations
- Other measurable savings as agreed upon by the Board of Administration including such areas as:
  - Accident Rate
  - Workers' Compensation Cost
  - Absenteeism
  - Non-Productive Inventory Levels
  - Productive Inventory Shrink
  - Quality-Defective Parts per Million

## SECTION II BASELINE

- The baseline for each year's calculation shall be the previous year's actual experience for Labor and Scrap.
- Labor and Scrap shall be measured as a cost per BWS (Budget Work Standard) Hour with BWS adjusted for budget improvement and scrap cost adjusted for material economics with each model year budget change.
- Improvements made in Labor and Scrap cost per BWS Hour during the current year over the baseline year become a part of the Gainsharing Plus Net Bonus Pool.

### Notes:

a) **Material Improvements and Other Measurable Improvements**

Material and Other Improvements will be dollarized by month on an as-incurred basis and will be credited to Gainsharing Plus for 24 months following the effective date.

b) **Health Care Benefit Savings**

Health Care Benefit Savings will be dollarized and credited to Gainsharing Plus on an annual basis. The dollarized improvements for the base year shall be included in The Payment for the First Period of the Current Year.

c) **Launch Allowance**

The amount of Launch approved in each model year budget (excluding start-up launch) will be credited to the Gainsharing Plus Formula to alleviate off-standard expenditures and conditions during these periods of launching new or expanding product lines.

d) **Other Measurable Savings**

Improvements to other measurable savings as agreed upon by the Board of Administration will be dollarized and credited to Gainsharing Plus on an annual basis.

e) **Overtime Related to Capacity**

Overtime hours worked as a direct result of capacity will be deleted from the formula.

f) **Minimum Payment**

In the event a payout for the current year equates to an amount less than one and one-half percent of the base year labor cost, a minimum payment shall be made that equals an amount that represents one and one-half percent of the base year labor cost.

g) **Investments**

Cost Reduction Projects (Code 6) related to Mutual Gains and Savings to be shared on a fifty (50%) percent basis.

h) **Bonus Pool Adjustment Procedures**

New products/parts will be reviewed based on the normal standards setting process. New and old products/parts will be reviewed by the Board of Administration for equitability and may be changed if the Board of Administration deems changes are necessary for an ongoing, equitable Gainsharing Plus Program.

### SECTION III

#### **Gainsharing Plus Payment Schedule and Percent of Employee Share**

- July Payment includes the following measurable items and percent of employee share:
  - Labor Savings (January through May) 50%
  - Scrap Savings (January through May) 50%
  - Material Savings (January through May) 50%
  - Health Care Savings 25%

(January through December of Previous Year)
  
- February Payment includes the following measurable items and percent of employee share:
  - Labor Savings (June through December) 50%
  - Scrap Savings (June through December) 50%
  - Material Savings (June through December) 50%
  - Other Measurable Incentives As Agreed Upon

(January through December)
  
- All eligible employees of the Dayton, Ohio plant shall share equally in the plan as previously defined and shall be paid during July (for January through May period) and February (for June through December period) according to the following table:

### SECTION IV

#### **GAINSHARING PLUS PAYMENT PERIOD TABLE**

	Payment For			Payment For						
	Payment Period	Hours Worked			Payment Period	Hours Worked				
	1st Period	100%	75%	50%	2nd Period	100%	75%	50%		
1996	01/01/96	06/02/96	868	848	815	06/03/96	01/05/97	1,224	1,194	1,148
1997	01/06/97	06/01/97	828	809	778	06/02/97	01/04/98	1,224	1,194	1,148
1998	01/05/98	05/31/98	828	809	778	06/01/98	01/03/99	1,224	1,194	1,148
1999	01/04/99	05/30/99	828	809	778	05/31/99	01/02/00	1,224	1,194	1,148
2000	01/03/00	05/28/00	828	809	778	05/29/00	12/31/00	1,224	1,194	1,148
2001	01/01/01	05/27/01	828	809	778	05/28/01	12/30/01	1,224	1,194	1,148
2002	12/31/01	06/02/02	868	848	815	06/03/02	01/05/03	1,224	1,194	1,148
2003	01/06/03	06/01/03	828	809	778	06/02/03	01/04/04	1,224	1,194	1,148
2004	01/05/04	05/30/04	828	809	778	05/31/04	01/02/05	1,224	1,194	1,148
2005	01/03/05	05/29/05	828	809	778	05/30/05	01/01/06	1,224	1,194	1,148
2006	01/02/06	05/28/06	828	809	778	05/29/06	12/31/06	1,224	1,194	1,148
2007	01/01/07	06/03/07	868	848	815	06/04/07	01/06/08	1,224	1,194	1,148

## **SECTION V**

### **Computation of Hours**

- A. *Included will be those hours actually worked (as if such hours were straight time hours only) and the following hours compensated:*
- Bereavement
  - Vacation
  - Jury Duty
  - Military Duty
  - Paid Absence Allowance
  - Holiday Pay
  - Time lost by Local Union elected and appointed representatives while on official union business performing work exclusively for the Local Union to the extent such hours are compensated by the Local Union.

#### **Notes:**

- If receiving Workers' Compensation because of an occupational injury or disease and having worked at least four (4) weeks in any Bonus Payment Period, employee will be eligible for credit for forty (40) hours for each week of Workers' Compensation in the Bonus Payment Period.
- If subpoenaed as a witness by a State, Federal or Municipal Court or by a governmental agency or legislative body with subpoena power, hours absent will be counted as if *actually worked*.
- Weather related total plant closings will be credited at hours actually lost.
- Short work week hours will be credited to the extent compensated.
- Hours lost due to temporary adjustments will be credited.
- Employees hired on or after April 1, 1985 shall

receive credit, if otherwise eligible, for hours off work authorized by the Agreement for the following reasons:

- Bereavement
- Jury Duty
- Military Duty
- Holiday

B. Excluded will be time absent from work for the following:

- Sickness and Absence Periods
- Unpaid casual absence
- Indefinite layoff
- Salary continuation
- Union business except as provided above
- Educational leave-of-absence
- Parental leave-of-absence
- Other leaves-of-absence

C. Employees who quit will be ineligible for payment for the period.

D. Employees who retire or die during the period, if otherwise eligible, shall be eligible for at least a fifty (50) percent payment.

**SECTION VI**  
**Board of Administration**

Members of the Board of Administration are:

- Plant Manager
- Plant Controller
- Plant Personnel Manger
- Plant Labor Relations Supervisor
- Plant Management Gainsharing Plus Coordinator
- P.A.R. Representative
- IUE Local 775 - President
- IUE Local 775 - Vice President
- IUE Local 775 - Chief Steward
- IUE Local 775 - Gainsharing Plus Coordinator
- IUE Local 758 - President
- IUE Local 758 - Vice President

**SECTION VII**  
**Administration**

a) Notwithstanding any provision of the Dayton Gainsharing Plus Plan, (1) any person who receives a back pay award applicable to an earlier Plan period as a result of a grievance settlement shall, if otherwise eligible, receive subsequent to such grievance settlement, a payment for the Plan period to which such back pay award applies in an amount equal to the Participant's Plan payout that would have been payable for such earlier Plan period, based on the eligibility rules, and (2) the amount of such payments shall be deducted from the Bonus Pool otherwise allocated to the Plan for the first Plan period ending after the date of such grievance settlement which results in a Plan payout for an earlier Plan period.

b) Notwithstanding any other provision of the Plan, and solely for the purpose of determining the amount of any distribution under this Plan, appropriate time for eligibility purposes shall be credited to an employee who is on a leave of absence under Section (65) of the Production & Maintenance Agreement or Section (51) of the P.T.S. Agreement if the leave was granted for the purpose of permitting the employee to engage in the business of or to work for the Local Union and provided further than any such employee is involved in the in-plant administration of the provisions of one of said Agreements.

c) No matter respecting the Plan or any difference arising thereunder shall be subject to the grievance procedure established in the Collective Bargaining Agreements between Chrysler's Dayton Thermal Products Plant and the Union.

d) The parties agree to refer any disagreements over the interpretation of the terms of the Plan to a mutually acceptable impartial person for resolution. The resolution of any such disagreement by such impartial person shall be final and binding upon the Union, Participants, beneficiaries, and the Management. Such impartial person shall not, however, have any authority to determine accounting policies used in the computation of the Bonus Pool or to change the dollar amount of the Bonus Pool. The determination of accounting policies so long as they are within generally accepted accounting principles remains within the sole discretion of Management and such determination of accounting policies shall be final and binding upon the Union, Participants and Beneficiaries. The compensation of the impartial person, which shall be in such amount and on such basis as may be determined by the parties, shall be a proper charge against the Net Bonus Pool.

## **SECTION VIII**

### **Governmental Rulings**

a) The Plan is contingent upon and subject to Management obtaining and retaining from the United States Department of Labor a ruling, satisfactory to Management, holding that no part of any payments made from the Plan are included for purposes of the Fair Labor Standards Act or under comparable state legislation in the regular rate of any participant.

b) Notwithstanding any other provisions of the Plan, the Board of Administration may make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or retain the ruling referred to in subsection (a) of this Section. Any such revision shall be written and shall adhere as closely as possible to the language and intent of provisions outlined in the Plan.

## **SECTION IX**

### **When Plan Amounts are Distributed**

The Company shall deduct from the amount of any distribution to a Participant (or beneficiary) any amount required to be deducted, by reason of any law or regulation, for payment of taxes or other payments to any federal, state or local government. In determining the amount of any applicable tax, the computation of which takes personal exemptions into account, the Company shall be entitled to rely on the official form filed with the Company for purposes of income tax withholding. No interest shall be payable with respect to any such distribution. If notified by the Union, the Company will also deduct union dues from the amount of any distribution.

## **SECTION X**

### **To Whom Amounts Are Distributed**

In addition to Participants who are on the active roll at the end of the Plan period, payments under the Plan, if any, will be paid to otherwise eligible Participants who retired during the Plan Period who were otherwise eligible at the time of retirement, and beneficiaries of otherwise eligible Participants who died during the Plan period. Employees whose seniority terminated during the Plan period for any reason other than death or retirement shall not be eligible for a distribution for the Plan period.

Distribution of a payout will be made only to a Participant. However, if the Participant is deceased at the time of distribution, the distribution will be made as otherwise provided to the beneficiary or beneficiaries designated by the Participant.

## **SECTION XI**

### **Overpayments and Underpayments**

No amount allocated to a Participant entitled to a distribution for a Plan period under this Plan may be increased or decreased in a subsequent Plan period except in the event it shall be determined an error in excess of \$20 was made in the computation of any payout amount for any Plan period. Such error shall be handled as follows:

(i) If such Participant's payout (correctly determined) was greater than the amount paid to such participant by an amount in excess of \$20, the deficiency shall be paid to such Participant within sixty (60) days after such determination.

(ii) If such Participant's payout (correctly determined) was less than the amount paid to such Participant by an amount in excess of \$20, written notice thereof shall be mailed to such Participant re-

ceiving such payout and the Participant shall return the amount of such overpayment to the Company; provided, however, that no such repayment shall be required if notice has not been given within 120 days from the date on which the overpayment was made. If such Participant shall fail to return such amount promptly, the Company shall make an appropriate deduction or deductions from any monies then payable, or which may become payable, by the Company to the employee in the form of wages or future payments under this Plan; provided, however, that any such deduction from subsequent payments under the Plan shall not be limited.

## **SECTION XII**

### **Benefit Drafts Not Presented**

Unless prevented by law, the amount of any payment made to a Participant under the Plan, but not claimed by the Participant with sixty (60) days following the date of such payment, shall be credited to the Net Bonus Pool and may be claimed at a later date.

## **SECTION XIII**

### **Designation of Beneficiaries in Event of Death**

A Participant may file with the management a written designation of a beneficiary or beneficiaries with respect to all or part of the Plan distribution to which the Participant may be entitled. The written designation of beneficiary filed with the Management may be changed or revoked at any time by the sole action of the Participant. No designation or change of beneficiary will be effective until it is determined to be in order by Management, but when so determined, it will be effective retroactively to the date of the instrument making the designation or change.

In the event a Participant does not file a written designation of beneficiaries, such a Participant shall be deemed to have designated as beneficiary or beneficiaries under the Plan the person or persons who receive the Participant's life insurance proceeds under the Company's Group Insurance Program unless such Participant shall have assigned such life insurance.

A beneficiary or beneficiaries will receive, in the event of the Participant's death, all or part of the Plan distribution of the Participant in accordance with the applicable designation. If the Company shall be in doubt as to the right of any beneficiary to receive any Plan distribution, the Company may deliver such Plan distribution to the estate of the Participant, in which case the Company shall not have any further liability to anyone.

#### **SECTION XIV** **Non-Assignability**

No right or interest of any Participant under this Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge or in any other manner, but excluding devolution by death or mental incompetency; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under this Plan shall be liable for, or subject to, any obligation or liability of such Participant.

### **DTP Gainsharing Plus Administration Document**

#### **A. Purpose**

The purpose of ESP (Employees Sharing in Profits,

Growth and Job Security through Gainsharing Program) is to enable the Plant and its employees, through cooperative efforts, to establish a system that will result in the achievement of:

- Increased efficiency and productivity;
- Improved results through lower cost, improved quality and service;
- Improved employee job satisfaction;
- Rewards to employees for performance; and
- Increased stability in employment.

#### **B. Specific Goals**

- Provide consistent quality standards to meet customer requirements and service at the lowest possible cost.
- Increase involvement of all employees in the improvement of DTP.
- Improve communications and cooperation between departments, shifts, and individuals.
- Give recognition to employees for improved work efforts.
- Improve employee understanding of the problems and opportunities within the company and our industry.
- Be the most effective and innovative company in the heat transfer industry.
- Encourage employees at all levels to identify and help solve problems.
- Improve the relationships between all levels of employees within DTP.
- Improve relations between DTP, its customers, and its community.
- Share resulting gains from improvements with eligible employees.

#### **C. Areas for Improvement**

A hereinafter described team structure is established to process proposed initiatives. Employees will sub-

mit proposed initiatives to the IUE/Chrysler Operating System (COS) Representative. The purpose of a proposed initiative could be in the following areas (but is not necessarily limited to these areas):

**(1) Building Better Products**

- Improved design
- Improved quality
- Reduced rework and/or scrap
- Improved procurement of material and services
- Improved delivery
- Simplified procedures

**(2) Improving Methods**

- Eliminate unnecessary operations
- Simplify your own job
- Simplify other's jobs
- Suggest new methods
- Simplify present methods
- Reduce material handling

**(3) Improving Utilization of Equipment**

- Improved output
- Improved design or construction
- Reduced setup time
- Reduced downtime
- Reduced maintenance cost

**(4) More Efficient Paperwork**

- Eliminate duplication of unnecessary reports and forms
- Simplify reports and filing
- Reduce phone, postage, shipping, and/or other costs

**(5) Team Structure**

- Improve communications and cooperation between employees, departments, and shifts.

#### **D. IUE/COS, Salary and Par Representative**

1. The function of the Representative is to act on new suggestions, review old suggestions and to discuss ways of reducing costs, improving productivity, efficiency, quality and service.
2. The Representative is responsible for accepting and referring all suggestions.
3. Each Representative has the responsibility of:
  - a. Asking employees for ideas and to encourage them to submit suggestions.
  - b. Helping employees write up ideas, if necessary, and make sure that the idea is clear.
  - c. Giving good feedback.
  - d. Keeping employees informed of activities.
  - e. Keeping a positive attitude and encouraging others.

#### **E. Gainsharing Plus Coordinators**

1. The function of the Gainsharing Plus Coordinators will include:
  - a. Monitoring activities of the Representatives.
  - b. Performing special studies.
  - c. Reviewing all suggestions that have been referred.
  - d. Discussing pertinent information.
2. The Gainsharing Plus Coordinator is responsible for reviewing suggestions submitted and must take one of the following actions.
  - a. Accept and initiate implementation of suggestions with cost of \$1000 or less.
  - b. In the case of suggestions with a cost in excess of \$1000 to implement, the Gainsharing Plus Coordinators shall rec-

commend suggestions with approval to the Board of Administrators.

- c. Accept the suggestion but delay decision pending further investigation.
  - d. Decline the suggestion and if appealed by the employee refer to the Board with reasons given for the declination.
  - e. Review all suggestions to ensure costs/ expenditures are both competitive and appropriate.
3. The Gainsharing Plus Coordinators have the responsibility of insuring that all purchases, required as a result of a suggestion, are directed through normal Purchasing Channels.

#### **F. Board of Administration**

1. The function of the Board of Administration will be to act in an advisory capacity of management. Responsibilities will include monitoring activities of the Representatives, performing special studies, reviewing all suggestions that have been referred/accepted. Also review suggestions that have been declined and review suggestions that may need further information. Discuss pertinent information, economic conditions and review the overall plan performance including the bonus results.
2. The Board of Administration will normally meet during the third week of each month.
3. The Board of Administration will review the facts and figures used in the calculations of the plan performance before any bonus is announced, so they will be able to explain the results to other employees.
4. Favorable decisions by the Board of Admin-

istration will require a two-thirds majority.

5. The Board of Administration, at the end of each year, may make modifications to the Gainsharing Plus Program.
6. Members of the Board of Administration will consist of:
  - Plant Manager
  - Plant Controller
  - Plant Personnel Manager
  - Plant Labor Relations Supervisor
  - Plant Management Gainsharing Plus Coordinator
  - P.A.R. Representative
  - I.U.E. Local 775-President
  - I.U.E. Local 775-Vice President
  - I.U.E. Local 775-Chief Steward
  - I.U.E. Local 775-Gainsharing Plus Coordinator
  - I.U.E. Local 758-President
  - I.U.E. Local 758-Vice President

#### **G. Responsibilities of All Management and Nonmanagement Employees**

1. ESP is a unique opportunity for all employees to work as a team to build a strong, successful organization with greater job security, and to share the gains directly related to the efforts of all. It is the responsibility of each employee to increase the potential success of ESP by:
  - Being success oriented in the most positive way.
  - Being cooperative and setting the right example.
  - Helping other employees with their problems.
  - Being alert for any inefficiencies, delays

or other problems, solving as many as possible, and reporting those requiring additional assistance.

- Helping to educate present and new employees relative to ESP.
- Helping to combat such problems as: Excess absenteeism, low productivity, high costs, and poor quality.
- Working efficiently at all times.
- Reporting problems and cost reduction opportunities.

2. Management responsibilities to promote the success of ESP include:

- Establishing goals
- Planning, scheduling and coordinating the workload
- Providing the material and supplies on a timely basis
- Communicating organization needs and problems
- Being open, responsive, and accountable
- Educating employees in the requirements for successful business operations.
- Assisting employees in their efforts to reduce costs.

**H. Decisions Not Affected By the Gainsharing Plus Plan.**

1. Management decisions such as the following will continue to be exercised by management.

- Product pricing
- Transfer cost
- Contractor and vendor selection (except as otherwise limited)
- Federal and Corporate Safety Standards
- Production volumes

- Purchase/sale of company assets
- Contributions

Personnel policy as it relates to the following except as otherwise covered in labor agreements;

- Staffing
- Wages and benefits
- Hours worked and shift changes
- Holidays
- Discipline
- Grievance resolutions
- Performance evaluations
- Promotions
- Shutdowns
- Layoffs

2. This plan is designed to provide a long term system for employees participation and improved performance.

### **1. How To Get Involved**

All employees can get involved by suggesting and implementing initiatives pertaining to improvements in, among other things - methods, waste, scrap and quality control. Success can be realized by channeling constructive and innovative ideas through the IUE/COS Teams. Involvement and teamwork are important to the success of ESP.

### **Goals**

It is our intention to establish and accomplish specific, realistic goals that will have a positive effect of DTP and its employees.

Some of our ESP Goals

- Quality "Zero Defects"
- Increased productivity

- Improved job satisfaction
- Stable employment
- Improved performance
- Improved communication
- Improved cooperation and teamwork
- Increased involvement of all employees
- Allow employees to use all their talents
- Consistent quality standards
- Problem solving awareness among employees
- Reduce Worker's Compensation cost
- Reduce recordable injuries
- Better control of absenteeism
- Work safer

### **Gainsharing Plus Bonus**

Achievements of ESP Goals can result in employee bonuses when improvements are achieved. The ESP bonus is based on a calculation to determine how effectively we have made improvements relative to a family of measurements and our attainment of mutually agreed annually established goals.

### **J. Members of Board of Administration**

C.C. Brady  
Plant Manager

Wesley Wells  
IUE Local 775 President

R.J. Manilla  
Plant Controller

Robert Price  
IUE Local 775 Vice President

F.D. McCarty  
Plant Personnel Manager

Tony Siter  
IUE Local 775 Chief Steward

J.E. Kovach  
Plant Labor Relations Supv.

Bill Allen  
IUE Local 775  
Gainsharing Plus Coordinator

R.W. Pipenger  
P.A.R. Representative

M.L. Neargarder  
IUE Local 758 President

J.R. Middleton  
Plant Management  
Gainsharing Plus Coordinator

C.F. Casey  
IUE Local 758 Vice President

## **MEMORANDUM OF UNDERSTANDING WORK TEAM CONCEPT**

This letter of understanding dated July 28, 1995, between Chrysler Corporation's Dayton Thermal Products Plant (hereinafter the "Corporation") and the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers and its Local 775, AFL- CIO (hereinafter the "Union"), supplements the Production and Maintenance Agreement dated July 28, 1995, (hereinafter the "P&M Agreement").

WHEREAS, the Corporation and the Union recognize that we are competing in a global market and accordingly remain properly and mutually committed to efforts of the parties to seek out and implement improvements in the plant's competitive profile and,

WHEREAS, the Corporation and the Union recognize that it would be mutually beneficial to all the parties to develop a full and effective use of human resources based upon employee involvement, shared responsibilities and decision making and,

WHEREAS, the Corporation and the Union are confident in their level of mutual trust and understanding as a prerequisite towards implementation and development of the following,

NOW THEREFORE, it is hereby further agreed, and introduced pursuant to Letter No. 18 of the P & M Agreement as follows:

*1) In order to promote additional employee involve-*

ment towards continuous improvements in both product quality and product cost, and to hereby enhance the long term survival and prosperity of the Corporation and it's employees; the parties agree to begin the implementation and development of a work team concept in designated areas of the plant as mutually agreed upon by the parties within 30 days from the date of this understanding.

An outside facilitator with specific expertise in work team building may be engaged to assist in this process. It is recognized by the parties that the work team concept may require considerable training of the employees. The parties agree that it is appropriate to utilize funds from the Employee Training and Development Activities Fund for these purposes.

ii) A work team shall consist of a group of employees performing all of the work in an area which might relate to a specific section of the production process, a physical area of the plant or any other logical grouping of operations that provides meaningful purpose within manufacturing process constraints.

It is recognized by the parties that with the above concept, there follows a necessary role change for all concerned consistent with letter number sixty of the P & M Agreement. The team members, in assuming a share of management's role, will perform some basic duties both individually and as a team.

The parties further recognize that they must allow and encourage the proper evolution and development of the team member's role consistent with the concept's mission statement, (Attachment 1).

Accordingly, the work team duties, included in letter number sixty of the P & M Agreement are not totally inclusive of the work teams range of potential activities and involvements. It is understood however, that the work team's activities and involvements shall not extend to the realm of collective bargaining or the grievance procedure.

III) Accordingly, since the team shall require a certain amount of structure and leadership, a work team coordinator shall be selected by, among other things, work team seniority; but subject to periodic work team majority approval, provided said coordinator has functioned as such for a minimum of 30 calendar days. Further, the work team coordinator's selection and retention shall at all times be subject to Union/Management review and agreement. Therefore, the work team coordinator shall be properly looked to by the work team, the Union and the Management to coordinate the teams basic duties consistent with the work team concept mission statement, and the not all inclusive lists of work team coordinator duties, (Attachment 2).

The work team coordinator shall be assigned to a normal, authorized and man assigned operation of the work team, but shall be provided an additional one half-hour both before and after the normal work team shift and shall be provided a pay rate of forty cents per hour over his designated classification. It is understood that operations of the work team shall not in itself cause an increase in authorized or man assigned labor in a team area.

IV) Work team meetings may be held by each team during regular shift hours for the purpose of

resolving various production, quality and maintenance problems. Attendance at team meetings will be voluntary. However, it is understood that the decisions of the team shall be binding on all team members.

V) The understandings incorporated herein represent no modification, amendment or erosion of the Corporation's exclusive right to manage its plants and offices and direct its affairs and working forces pursuant to Section (2) of the P & M Agreement.

VI) The Corporation and the Union further agree in the express purpose for implementation of the hereinbefore described work team concept as the development of new work arrangements which can be shown to cause continuous, specific and measurable improvement in the plants overall competitive profile in such areas as quality, productivity, and on time delivery. Accordingly, this letter of understanding shall remain in full force and effect until the termination of the next labor agreement or upon the expiration of either parties 30 day written notice to modify, amend or terminate when the work team concept can be shown to be inconsistent with it's purpose.

F. D. McCarty  
Personnel Manager

Accepted and Approved:  
Wesley Wells  
For the Union

# **ATTACHMENT 1**

## **MISSION STATEMENT**

We the Workers, the Union and the Management of the Dayton Thermal Products Plant recognize that we are competing in a global market and dedicate ourselves to aggressively meet this competitive challenge.

Accordingly, our agreement is to seek out and implement new work arrangements for the express purpose of facilitating additional employee involvement towards continuous improvement in both product quality and product cost, within a more secure and satisfying environment in which to work.

To this end, the parties pledge to continue to promote and adopt a management/labor relationship founded upon mutual trust and understanding, with a work environment based upon team effort, shared responsibilities and decision making.

# **ATTACHMENT 2**

## **WORK TEAM COORDINATOR DUTIES**

- 1) *Coordinate work team start-up at beginning of shift.*
  - Assign absentee replacements.
  - Self and other team members.
  - Coordinate with area management.

- 2) Coordinate quality production.
  - Monitor production process through member involvement.
  - Stop the line when necessary to deal with the above.
  - Contact maintenance and write MTO card on malfunctional equipment.
  - Coordinate with area management.
- 3) Coordinate and adjust department model changes.
- 4) Coordinate production data gathering and analysis.
  - Production Counts
  - SPC Charts
  - QIP Data

Recommend and implement solutions derived from above

- Coordinate with area management.
- 5) Coordinate the requisition of necessary supplies and parts from tool crib.
  - 6) Coordinate overtime requirements with area man agreement and union steward.
    - Maintain E.O.T. Records
    - Canvass for O.T.
    - Recommend O.T.
  - 7) Coordinate with technical support personnel consistent with mission statement.

- 8) Coordinate work team efforts toward a safe and clean work team area.
  - Housekeeping activities
  - Bi-weekly safety tours/paperwork
  
- 9) Coordinate administrative paperwork with area management.
  - Daily Log
  - Crew Sheets
  - Work Orders
  - Medical Passes (Emergency Only)
  
- 10) Coordinate daily salvage and repair activities.
  
- 11) Coordinate problem solving meetings.

**NOTE:** List is not totally inclusive but team members shall not deal with disciplinary or contractual matters.

**MEMORANDUM OF UNDERSTANDING  
WAGE CLASSIFICATION, RATE & COLA  
ELIGIBILITY PROVISIONS**

On the effective date of this Agreement, hourly employees shall be classified and compensated pursuant to the provisions set forth below.

**1. Non-Skilled Trade Employees**

**A. Wage Classifications**

Non-skilled trade employees shall be classified on the wage classification shown below that is applicable for the work to which they are assigned.

Production Operator  
Inspector  
Jobsetter @ .27 over highest class served  
Machine Operator  
Material Control Operator  
Production Repairer  
General Services Operator  
Gas and Arc Welder

**B. Wage Rates and COLA Eligibility**

**1. Employees hired prior to 04-01-85.**

Employees hired prior to 04-01-85, shall be paid the base hourly wage set forth in Exhibit I during the term of this Agreement and shall continue to receive the COLA payments provided under the COLA provisions of this Agreement.

2. **Employees Hired on or After 4-1-85 but Prior to 1-1-92.**

Employees hired on an after 4-1-85, but prior to 1-1-92, shall be paid in accordance with the wage rate schedule set forth in Exhibits IIa, b, c, d, e, and f and shall be eligible to receive any COLA payments as determined in Section (89). The Cost-of-Living allowance amount will begin at zero and be adjusted by the quarterly adjustments beginning September 4, 1995. The Cost-of-Living allowance amount will not exceed one dollar and seventy-five cents (\$1.75) per hour.

3. **Employees Hired on or After 1-1-92.**

Employees hired on and after 1-1-92, shall be paid in accordance with the Wage Rate Schedule set forth in Exhibit III and shall not be eligible to receive any COLA payments. In sixth year and thereafter conduct an annual survey of direct and identified competitors in HVAC business and in those instances when the composite average straight time rate (base rate plus COLA) of the competitors exceeds the Dayton "New Hire Rate," the Dayton new hire rate will be increased to the average industry rate and the schedule adjusted. (If the comparison was completed in July 1995, the competitor group would include Valeo, Ford Connersville (Tier 2), Showa, Nippondenso, Calsonic and Mitsubishi.)

## II. Skilled Trade Employees

### A. Wage Classifications

Skilled trade employees shall be classified on the wage classification shown below that is applicable for the work to which they are assigned.

Electrician  
Millwright  
Machine Repairer  
Truck Repair  
Engineer-Steam-Licensed  
Sewage Disposal Plant Operator  
Tool and Die Maker  
Machine Operator - Tool room

### B. Wage Rates and COLA Eligibility

#### 1. Employees Hired Prior to 1-1-92.

Employees hired prior to 1-1-92, shall be paid the base hourly wage set forth in Exhibit IV during the term of this Agreement and shall continue to receive the COLA payments provided under the COLA provisions of this Agreement.

#### 2. Employees Hired On and After 1-1-92.

Employees hired on and after 1-1-92, shall be paid in accordance with the Wage Rate Schedule set forth in Exhibit V and shall not be eligible to receive any COLA payment.

## EXHIBIT I

## DAYTON NON-SKILLED TRADE EMPLOYEES HIRED PRIOR TO 04-01-85

Class No.	Classification Title	Maximum Rate Effective 01-01-92
0380	Production Operator	14.00
2195	Inspector	14.06
2348	Jobsetter @\$\$.27 Over Highest Class Served	
2995	Machine Operator	14.13
3595	Material Control Operator	14.01
4680	Production Repairer	14.25
5180	General Services Operator	13.65
7190	Gas & Arc Welder	14.23

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## EXHIBIT IIa

## DAYTON NON-SKILLED TRADE EMPLOYEES HIRED ON OR AFTER 04-01-85 BUT PRIOR TO 01-01-92

Class No.	Classification Title	Start	Maximum Rate Effective					
			1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
9150	Production Operator	8.00	8.15	8.30	8.45	8.60	8.75	9.00
9250	Machine Operator	8.07	8.22	8.37	8.52	8.67	8.82	9.07
9350	Material Control Operator	8.01	8.16	8.31	8.46	8.61	8.76	9.01
9398	Jobsetter @ \$.27 Over Highest Class Served							
9450	Inspector	8.03	8.18	8.33	8.48	8.63	8.78	9.03
9550	Production Repairer	8.14	8.29	8.44	8.59	8.74	8.89	9.14
9650	General Services Operator	7.80	7.95	8.10	8.25	8.40	8.55	8.80
9750	Gas & Arc Welder	8.13	8.28	8.43	8.58	8.73	8.88	9.13

## EXHIBIT IIb

## DAYTON NON-SKILLED TRADE EMPLOYEES HIRED ON OR AFTER 04-01-85 BUT PRIOR TO 01-01-92

Class No.	Classification Title	<u>Maximum Rate Effective 1st Pay Period Beginning on or after September 1, 1995</u>						
		Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
9150	Production Operator	9.00	9.15	9.30	9.45	9.60	9.75	10.00
9250	Machine Operator	9.07	9.22	9.37	9.52	9.67	9.82	10.07
9350	Material Control Operator	9.01	9.16	9.31	9.46	9.61	9.76	10.01
9398	Jobsetter @ \$.27 Over Highest Class Served							
9450	Inspector	9.03	9.18	9.33	9.48	9.63	9.78	10.03
9550	Production Repairer	9.14	9.29	9.44	9.59	9.74	9.89	10.14
9650	General Services Operator	8.80	8.95	9.10	9.25	9.40	9.55	9.80
9750	Gas & Arc Welder	9.13	9.28	9.43	9.58	9.73	9.88	10.13

## EXHIBIT IIc

## DAYTON NON-SKILLED TRADE EMPLOYEES HIRED ON OR AFTER 04-01-85 BUT PRIOR TO 01-01-92

Class No.	Classification Title	<u>Maximum Rate Effective 1st Pay Period Beginning on or after September 1, 1996</u>						
		Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
9150	Production Operator	10.00	10.15	10.30	10.45	10.60	10.75	11.00
9250	Machine Operator	10.07	10.22	10.37	10.52	10.67	10.82	11.07
9350	Material Control Operator	10.01	10.16	10.31	10.46	10.61	10.76	11.01
9398	Jobsetter @ \$.27 Over Highest Class Served							
9450	Inspector	10.03	10.18	10.33	10.48	10.63	10.78	11.03
9550	Production Repairer	10.14	10.29	10.44	10.59	10.74	10.89	11.14
9650	General Services Operator	9.80	9.95	10.10	10.25	10.40	10.55	10.80
9750	Gas & Arc Welder	10.13	10.28	10.43	10.58	10.73	10.88	11.13

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DAYTON NON-SKILLED TRADE EMPLOYEES HIRED ON OR AFTER 04-01-85 BUT PRIOR TO 01-01-92

Class No.	Classification Title	<u>Maximum Rate Effective 1st Pay Period Beginning on or after September 1, 1997</u>						
		Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
9150	Production Operator	11.00	11.15	11.30	11.45	11.60	11.75	12.00
9250	Machine Operator	11.07	11.22	11.37	11.52	11.67	11.82	12.07
9350	Material Control Operator	11.01	11.16	11.31	11.46	11.61	11.76	12.01
140 9398	Jobsetter @ \$.27 Over Highest Class Served							
9450	Inspector	11.03	11.18	11.33	11.48	11.63	11.78	12.03
9550	Production Repairer	11.14	11.29	11.44	11.59	11.74	11.89	12.14
9650	General Services Operator	10.80	10.95	11.10	11.25	11.40	11.55	11.80
9750	Gas & Arc Welder	11.13	11.28	11.43	11.58	11.73	11.88	12.13

## EXHIBIT IIe

## DAYTON NON-SKILLED TRADE EMPLOYEES HIRED ON OR AFTER 04-01-85 BUT PRIOR TO 01-01-92

Class No.	Classification Title	<u>Maximum Rate Effective 1st Pay Period Beginning on or after September 1, 1998</u>						
		Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
9150	Production Operator	12.00	12.15	12.30	12.45	12.60	12.75	13.00
9250	Machine Operator	12.07	12.22	12.37	12.52	12.67	12.82	13.07
9350	Material Control Operator	12.01	12.16	12.31	12.46	12.61	12.76	13.01
9398	Jobsetter @ \$.27 Over Highest Class Served							
9450	Inspector	12.03	12.18	12.33	12.48	12.63	12.78	13.03
9550	Production Repairer	12.14	12.29	12.44	12.59	12.74	12.89	13.14
9650	General Services Operator	11.80	11.95	12.10	12.25	12.40	12.55	12.80
9750	Gas & Arc Welder	12.13	12.28	12.43	12.58	12.73	12.88	13.13

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## EXHIBIT IIf

## DAYTON NON-SKILLED TRADE EMPLOYEES HIRED ON OR AFTER 04-01-85 BUT PRIOR TO 01-01-92

Class No.	Classification Title	<u>Maximum Rate Effective 1st Pay Period Beginning on or after September 1, 1999</u>						
		Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
9150	Production Operator	13.00	13.15	13.30	13.45	13.60	13.75	14.00
9250	Machine Operator	13.13	13.28	13.43	13.58	13.73	13.88	14.13
9350	Material Control Operator	13.01	13.16	13.31	13.46	13.61	13.76	14.01
9398	Jobsetter @ \$.27 Over Highest Class Served							
9450	Inspector	13.06	13.21	13.36	13.51	13.66	13.81	14.06
9550	Production Repairer	13.25	13.40	13.55	13.70	13.85	14.00	14.25
9650	General Services Operator	12.65	12.80	12.95	13.10	13.25	13.40	13.65
9750	Gas & Arc Welder	13.23	13.38	13.53	13.68	13.83	13.98	14.23

**EXHIBIT III**  
**DAYTON NON-SKILLED TRADE EMPLOYEES HIRED ON OR AFTER 01-01-92**

Class No.	Classification Title	<u>Maximum Rate Effective 1st Pay Period Following Receipt of Ratification</u>						
		Start	90 days	1st Year	2nd Year	3rd Year	4th Year	5th Year
9175	Production Operator	7.50	8.00	8.50	8.75	9.00	9.25	9.50
9275	Machine Operator	7.57	8.07	8.57	8.82	9.07	9.32	9.57
9375	Material Control Operator	7.51	8.01	8.51	8.76	9.01	9.26	9.51
9323	Jobsetter @ \$.27 Over Highest Class Served							
9475	Inspector	7.53	8.03	8.53	8.78	9.03	9.28	9.53
9575	Production Repairer	7.63	8.13	8.63	8.88	9.13	9.38	9.63
9675	General Services Operator	7.33	7.83	8.33	8.58	8.83	9.08	9.33
9775	Gas & Arc Welder	7.62	8.12	8.62	8.87	9.12	9.37	9.62

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EXHIBIT IV  
DAYTON SKILLED TRADE EMPLOYEES HIRED PRIOR TO 01-01-92

Class No.	Classification Title	Rates Effective 01-01-92	
		Minimum	Maximum
5570	Machine Operator - Tool Room	16.04	16.24
5600	Electrician	16.21	16.41
5670	Millwright	15.96	16.16
5678	Machine Repairer	16.04	16.24
5783	Truck Repair	15.95	16.15
5932	Engineer - Steam - Licensed	16.79	16.99
5944	Sewage Disposal Plant Operator	15.90	16.10
6195	Tool & Die Maker	16.27	16.47

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**EXHIBIT V**  
**DAYTON SKILLED TRADE EMPLOYEES HIRED ON OR AFTER 01-01-92**

Class No.	Classification Title	Start	Maximum Rate Effective 01/01/92					
			1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
9955	Machine Operator - Tool Room	13.10	13.49	13.89	14.30	14.74	15.18	15.64
9960	Truck Repair	13.19	13.59	14.00	14.42	14.85	15.30	15.76
9965	Tool & Die Maker	13.45	13.85	14.27	14.70	15.14	15.59	16.06
9970	Electrician	13.40	13.80	14.21	14.64	15.08	15.53	16.00
9975	Millwright	13.20	13.60	14.01	14.43	14.86	15.31	15.77
9980	Machine Repairer	13.26	13.66	14.07	14.49	14.92	15.37	15.83
9985	Engineer - Steam - Licensed	13.88	14.30	14.73	15.17	15.63	16.10	16.58
9990	Sewage Disposal Plant Operator	13.15	13.54	13.95	14.37	14.80	15.24	15.70

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FILE 007V

## UNIFORM ATTENDANCE SYSTEM

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

Excessive or unwarranted absence from work is recognized as a breach of an employee's responsibility to attend work regularly. Such excessive or unwarranted absenteeism results in unnecessary additional cost, adversely affects the efficiency of plant operations and product quality, and places unfair safety and work related burdens on those employees who are regular in their attendance.

This understanding establishes a system to uniformly deal with employee absenteeism and, also, a disincentive system affecting the benefits of those persons that continue to have unacceptable attendance records. Both systems are intended to control those casual absences and sick leaves that are not the result of a serious and/or major injury or illness.

#### I. UNIFORM ATTENDANCE SYSTEM

The parties agree to the need for a uniform, joint approach to deal with employees who breach their responsibilities to attend work regularly and acknowledge the necessity for continual improvement in attendance to enhance job security and increase the Plant's competitiveness.

The Uniform Attendance System set forth below will be effective January 1, 1996, in those instances when employees have been absent six (6) scheduled working days, whether separate or, consecutive, within a period of one (1) year, except the following casual absences will not be counted:

(i) absences excused in advance and paid eight (8) hours under the provisions of the Paid Absence Allowance program,

(ii) absences of less than five (5) working days due to non-job related illness or injury provided the employee receives Sickness and Accident Insurance Benefits,

(iii) absences because the employee is sent home pending job placement by the Employment Department in accordance with a temporary work restriction imposed by the plant medical department,

(iv) absences due to plant related illness or injury which the employee:

(a) promptly reports to his supervisor or **Work Team Coordinator**, and

(b) promptly reports in person to the medical department and the lost time is accepted by the Workers' Compensation Department as compensable, and

(c) in those cases where the lost time is not accepted as compensable and provided the employee has filed a claim with the State of Ohio Bureau of Workers' Compensation, discipline will be delayed for a reasonable period of time but no later than a final decision from the State of Ohio Bureau of Workers' Compensation Department.

(v) absences paid in accordance with Section (67) Funeral Absence, (66) Jury Duty, (63) Short-Term Military Duty and a leave of absence for illness or injury during which S&A Benefits are paid,

(vi) absences because of one or more full or partial weeks of vacation,

(vii) absences because subpoenaed as a witness by a State, Federal, or Municipal court or by a Governmental Agency or Legislative body with subpoena power.

(viii) absences because of disciplinary time off,

(ix) absences for Union business provided a request for each period of casual absence or absences for Local Union activities is made in writing and, where possible, in advance of the absence by the Local Union President to the Labor Relations Supervisor,

(x) absences due to severe weather conditions and paid Short Work Week Benefits under act of God pursuant to Letter (10) of the SUB Agreement,

**(xi) absences granted in accordance with Section (62) Granting Leaves of Absence,**

**(xii) absences covered by the Family and Medical Leave Act (FMLA),**

**(xiii) absences because of being sent home early that are factory responsible,**

If the Union promptly brings to the attention of the Supervisor, Area Manager and Labor Relations Supervisor a case involving exceptionally tragic circumstances resulting in an absence that would place an employee in the Discipline Procedure of the Uniform Attendance System, the Labor Relation Supervisor may remove the absence from the count of absences.

Disputes under this procedure, including whether an absence should be counted or not continue to be subject to the grievance procedure. In addition, the parties may issue guidelines to assist in determining the kinds of unique absences which may or may not be counted.

So as to make clear the consequences associated with absenteeism, the following schedule is hereby set forth.

**7th Absence – Recorded verbal warning issued by a representative of Management and counseling by the appropriate Union Steward and Management Supervisor.**

After the notice of absence has been issued by the rep-

representative of Management, an "absence" is defined as any scheduled work day, or series of consecutive work days, during which an employee is absent from work, regardless of the reason, except as outlined above.

**8th Absence** – Supervisor's Report issued by the representative of Management and counseling by the Steward and the Area Manager or their designated representative(s). The Supervisor's Report shall advise the employee that the next absence will result in a one (1) day disciplinary layoff being assessed.

**9th Absence** – Supervisor's Report and one (1) day disciplinary layoff assessed. The disciplinary time off shall be served and the Supervisor's Report shall advise the employee that the next absence will result in a three (3) day disciplinary layoff. Upon returning to work, the employee will be counseled by the Steward and the Labor Relations Supervisor or his/her designated representative.

**10th Absence** – Supervisor's Report and three (3) day disciplinary layoff assessed. The disciplinary time off shall be served and the Supervisor's Report shall advise the employee that the next absence will result in a five (5) day disciplinary layoff. Upon returning to work, the employee will be counseled by the Steward and the Labor Relations Supervisor or his/her designated representative.

**11th Absence** – Supervisor's Report and five (5) day disciplinary layoff assessed. The disciplinary time off shall be served and the Supervisor's Report shall advise the employee that the next absence will result in discharge. Upon returning to work, the employee will be counseled by the Steward and the Labor Relations Supervisor or his/her designated representative.

**12th Absence** – Discharge

Employees who have casual absences from work for illness or personal business will not be required to substantiate or verify the reason or cause for their absence. However employees must continue to notify the plant regarding absences. Employees must call in their ab-

sences to Plant Protection or Personnel and obtain a call-in number verifying that the absence was properly reported. Accordingly, it is the employee's responsibility to maintain a record of call-in numbers for the purpose of substantiating the above cited required call-in. When employees are absent for five (5) working days or less and not on an approved medical leave of absence, such employees are required to properly call in each day.

To encourage good attendance, an employee who is in the above procedure but has not been absent after the 7th or 8th absence for a period of sixty (60) consecutive days, excluding days the employee is not on the active roll, is to repeat the prior step of the Procedure in the event of the employee's next absence. An employee who is in the procedure but has not been absent after the 9th through 12th absence for twelve (12) consecutive months, excluding those periods when the employee is not on the active roll, will begin with the Notice of Absence for the 7th absence in the event of the employee's next absence. An employee who is in the procedure but has not been absent after the 7th through 12th absence for twenty four (24) consecutive months, excluding days the employee is not on the active roll, will be removed from the procedure and any subsequent absences will be subject to the provisions of the Uniform Attendance System.

## II. UNIFORM BENEFIT REDUCTION PROGRAM

Another segment of the DTPD absenteeism problem needing a solution involves sick leaves that are not for major injury or illness, which, for the purpose of this document, shall be called "Minor Sick Leaves". Since benefits are generated, earned and funded by regular attendance, an employee's regular attendance should be a major factor in determining his/her benefits. It is the intent of this program to address only those employees with unacceptable attendance records. The program is not directed at persons who experience legitimate serious, major injuries or illnesses. Employees who experiences casual absences and/or "minor sick leaves" totalling 15% or more available hours during a twelve (12) month assessment period will

have their entitlement to the hereinafter listed benefits under the Agreement decreased during the next following deduction cycle by the same percentage. The benefits that will be affected by the percentage decrease are as follows:

- Holiday Pay
- Vacation Pay
- P.A.A.
- Sickness and Accident Benefits

If during a twelve (12) month assessment period as hereinafter defined, for example, an employee who has 15% lost time due to casual absences and/or "Minor Sick Leaves" of the type identified in Exhibit I, appended to this letter, then his/her entitlement to the *forelisted* benefits shall decrease by 15% for twelve (12) months. If an employee is on sick leave for an illness or injury not included on the list, assistance from the Medical Department will be sought by Labor Relations before making a determination. Benefit reductions for amounts of lost time greater than 15% shall be according to the hereinafter provided table.

For the purposes of applying the purification guidelines, time lost from work which is due to an occupational injury/illness and for which either the Corporation voluntarily assumes liability or there is an unappealed decision adverse to the Corporation under any workers' compensation law or act will be considered *excludable* without regard to diagnosis. Benefits reduction may be suspended temporarily by the Corporation pending a final disposition of a workers' compensation claim with the understanding any temporarily avoided benefit reduction will be recovered.

Any benefits reduction will be based upon the following table: Based upon 1984 Hours (Worked in a Twelve (12) Month Period)

<b>Percentage</b>	<b>Hours Absent</b>
15%	297.6 - 317.3
16%	317.4 - 337.2
17%	337.3 - 357.0
18%	357.1 - 376.9
19%	377.0 - 396.7
20%	396.8 - 416.5
21%	416.6 - 436.4
22%	436.5 - 456.2
23%	456.3 - 467.1
24%	467.2 - 495.9
25%	496.0 - 515.7
26%	515.8 - 535.6
27%	535.7 - 555.4
28%	555.5 - 575.3
29%	575.4 - 595.1
30%	595.2 or more

The assessment periods will be as provided in the following table:

<b>Period</b>	<b>Begin</b>	<b>End</b>
1st	Monday 05/29/95	Sunday 05/26/96
2nd	Monday 05/27/96	Sunday 05/25/97
3rd	Monday 05/26/97	Sunday 05/31/98
4th	Monday 06/01/98	Sunday 05/30/99
5th	Monday 05/31/99	Sunday 05/28/00
6th	Monday 05/29/00	Sunday 05/27/01
7th	Monday 05/28/01	Sunday 05/26/02
8th	Monday 05/27/02	Sunday 05/25/03
9th	Monday 05/26/03	Sunday 05/30/04
10th	Monday 05/31/04	Sunday 05/29/05
11th	Monday 05/30/05	Sunday 05/28/06
12th	Monday 05/29/06	Sunday 05/27/07
13th	Monday 05/28/07	Sunday 05/25/08

There will be a one (1) week evaluation period between the assessment period and the deduction cycle. The deduction cycles will be as follows:

**Deduction**

<b>Period</b>	<b>Begin</b>	<b>End</b>
1st	Monday 06/03/96	Sunday 06/01/97
2nd	Monday 06/02/97	Sunday 06/07/98
3rd	Monday 06/08/98	Sunday 06/06/99
4th	Monday 06/07/99	Sunday 06/04/00
5th	Monday 06/05/00	Sunday 06/03/01
6th	Monday 06/04/01	Sunday 06/02/02
7th	Monday 06/03/02	Sunday 06/01/03
8th	Monday 06/02/03	Sunday 06/06/04

**Deduction**

<b>Period</b>	<b>Begin</b>	<b>End</b>
9th	Monday 06/07/04	Sunday 06/05/05
10th	Monday 06/06/05	Sunday 06/04/06
11th	Monday 06/05/06	Sunday 06/03/07
12th	Monday 06/04/07	Sunday 06/01/08
13th	Monday 06/02/08	Sunday 06/07/09

**III. ATTENDANCE REVIEW SYSTEM**

Employees who by their actions have subjected themselves to the provisions of either the Uniform Attendance System or the Uniform Benefit Reduction Program will be afforded the opportunity to review their attendance records at the counselling step of the Uniform Attendance System and/or prior to the beginning of the deduction cycle under the Uniform Benefit Reduction Program.

Very truly yours,  
**CHRYSLER CORPORATION**  
F.D. McCarty  
Personnel Manager

Accepted and Approved  
By Wesley Wells

**Exhibit I****COMMON EXCLUDABLE AND INCLUDABLE  
ILLNESS AND INJURIES****1. INFECTIOUS AND PARASITIC DISEASES 001-139****EXCLUDABLE**

Tuberculosis	010-018
Septicemia	038
Meningitis due to Enterovirus	047
Herpes Zoster	053
Infectious Mononucleosis	075
Late Syphilis, Cardiovascular Syphilis and Neurosyphilis	093-095

**INCLUDABLE**

Strep Throat	034.0
Herpes Simplex Without complications	054
Plantar Wart	078.1
Early Syphilis Symptomatic	091.0-091.2
Gonorrhea	098
Athlete's Foot	110.4

**2. NEOPLASMS 140-239****EXCLUDABLE**

Cancer	140-172
Skin Cancer Metastatic	173
Cancer	174-213
Primary and Metastatic	216-239

**INCLUDABLE**

Skin Cancer	173
Nonmetastatic Excludes Melanoma	172
Lipoma and Other Connective Tissue Neoplasm (e.g. Benign Skin Tumors)	214-215

**3. ENDOCRINE, NUTRITIONAL AND METOBOLIC  
DISEASES 240-279****EXCLUDABLE**

Toxic Thyroid	242
Thyroiditis	245
Diabetes, Involuntarily or with Complications	250

**INCLUDABLE**

Hypothyroidism	243-244
Hypoglycemia, Unspecified	251.2
Pure Hyperglyceridemia	272.1
Gout (Includes Gouty Arthritis) Without Complications	274
Obesity	278

**4. DISEASES OF THE BLOOD AND BLOOD FORMING ORGANS 280-289****EXCLUDABLE**

Thalassemia	282.4
Sickle Cell Crises	282.62
Aplastic Anemia	284
Purpura and Thrombocytopenia (e.g. Bleeding Tendency)	287

**INCLUDABLE**

Iron Deficiency Anemia Without Systemic Effect	280
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**5. MENTAL DISORDERS 290-294****EXCLUDABLE**

Organic Psychosis	290-294
Schizophrenia	295
Affective Psychoses (e.g., Manic Depressive Psychosis; <i>Major Depressive Psychosis</i> )	296
Paranoid States	297
Depressive Psychosis	298

**INCLUDABLE**

Neurotic Disorders	300
Includes:	
Anxiety States	
Hysteria (Includes Conversion Disorder 300.11)	300.0 300.1
Phobic Disorders	
Obsessive-Compulsive Disorders	300.2
Neurotic Depression	300.3
Anxiety Depression, Reactive Depression, Depressive Reaction	
Personality Disorders	301
Includes:	

Paranoid Personality	301.0
Explosive Personality Disorders	301.3
Dependent Personality Disorders (e.g., Inadequate Personality)	301.6
Passive-Aggressive Personality	301.84

## **6. DISEASES OF THE NERVOUS SYSTEM AND SENSE ORGANS 320-389**

### **EXCLUDABLE**

Meningitis	320-322
Encephalitis	323
Senile Degeneration	331.0
Alzheimer's Disease	
Parkinson's Disease	332
Multiple Sclerosis	340
Epilepsy	345
Involuntary Uncontrolled	
Migraine Headache	346
With Complications as to Severity and Frequency	
Carpal Tunnel Syndrome	354
If Severe or Surgery (Including Outpatient)	
Acute Infective	357.0
Polynueritis (Includes Guillain-Barre Syndrome)	
Nystagmus With	379.50
Vertigo	(780.4)

### **INCLUDABLE**

Migraine Headache	346
Without Complications as to Severity an Frequency	
Thoracic Outlet Syndrome Without Complication	353.0
Carpal Tunnel Syndrome If Not Severe	354.0
Glaucoma	365
Cataracts Without Complications	366
Myopia	367.1
Acute Conjunctivitis	372.0
Suppurative and Unspecified Otitis Media	382
Tinnitus	388.3

## **7. DISEASES OF THE CIRCULATORY SYSTEM 390-459**

### **EXCLUDABLE**

Rheumatic Fever	390-392
Hypertensive Heart Disease	402

Myocardial Infarction	410
Ischemic Heart Disease	411
Angina Pectoris	413
Disease of Endocardium	424
Cardia Dysrhythmias	427
Paroxysmal Supra-Ventricular Tachycardia	427.0
Paroxysmal Ventricular Tachycardia	427.1
Atrial Fibrillation and Flutter	427.3
Ventricular Fibrillation and Flutter	427.4
Heart Failure	428
Cerebrovascular Disease (Stroke, CVA)	430-438
Aortic Aneurysm	441
Varicose Veins of Lower Extremities with Ulcer	454.0
Inflammation (Phlebitis)	454.1
If With Clotting (Thrombophlebitis)	
Hemorrhoids	
– Internal with Complications	455.5
– External with Complications	455.5

#### **INCLUDABLE**

Essential Hypertension (Uncomplicated High Blood Pressure)	401
Cardiac Dysrhythmias	427
Premature Beats	427.6
Atherosclerosis (Includes Arterio) Without Complications	440
Varicose Veins	454.9
Hemorrhoids	
– Internal Without Complications	455.0-455.1
– External Without Complications	455.3-455.4

### **8. DISEASES OF THE RESPIRATORY SYSTEM 460-519**

#### **EXCLUDABLE**

Chronic Disease of Tonsils and Adenoids	474
Pneumonia	480-486
Severe Chronic Obstructure Pulmonary Disease	
Includes:	
Chronic Bronchitis	491
Emphysema	492
Asthma	493
Bronchiectasis	494

**INCLUDABLE**

Common Cold (Includes Rhinitis, Coryza)	460
Acute Sinusitis	461
Acute Pharyngitis	462
(Includes Sore Throat; Strep Throat)	(034.0)
Acute Tonsillitis	463
Acute Laryngitis	464
Acute Bronchitis	466
Deviated Nasal Septum	470
Nasal Polyps	471
Chronic Pharyngitis	472
Allergic Rhinitis	477
Influenza Without Complications	487.1
Pleurisy - Acute Without Effusion or Tuberculosis.	511.0

**9. DISEASES OF THE DIGESTIVE SYSTEM 529-579****EXCLUDABLE**

Gastric (Peptic) Ulcer	531
(Proven by Objective Findings)	
Duodenal (Peptic) Ulcer	532
(Proven by Objective Findings)	
Acute Appendicitis	540
Diverticulitis of Colon	562.11
Rectal Abscess	566
Cirrhosis	571
Hepatitis	573
Choletithiases (Gall Bladder Stones With Obstruction and Surgery)	574
Acute Pancreatitis	577

**INCLUDABLE**

Tooth Disorders	521
Gastritis, Duodenitis	535
Inguinal Hernia	550
Diaphragmatic Hernia	553.3
Hiatal Hernia	553.3
Unspecified and Noninfectious Gastroenteritis	558.9
Diverticula of Intestine	562
Includes: Diverticulosis of Colon	562.1
Constipation	564.0
Irritable Colon	564.1
Peritoneal (Abdominal)	568.0
Adhesions Without Surgery	

Cholelithiasis (Gall Bladder Stones) Without Obstruction or Surgery	574
Acute Cholecystitis Without Complications	575.0

## **10. DISEASES OF THE GENITOURINARY SYSTEM 580-629**

### **EXCLUDABLE**

Acute Glomerulonephritis (Kidney Inflammation)	580
Renal Failure (Kidney)	
Acute	584
Chronic	585
Acute Pyelonephritis	590.1
Calculus of Kidney/Ureter	592
Pelvic Inflammatory Disease—Acute and Chronic With Complications Such as Abscess and High Fever	614

### **INCLUDABLE**

Cystitis	595
Enlarged Prostate	600
Acute Prostatitis	601.0
Chronic Prostatitis	601.1
Hydrocele	603
Infertility — Male	606
— Female	628
Pelvic Inflammatory Disease — Acute and Chronic Without Complications	614
Endometriosis	617

## **11. COMPLICATIONS OF PREGNANCY, CHILDBIRTH, AND THE Puerperium 630-676**

### **EXCLUDABLE**

Ectopic Pregnancy	633
Abortion With Complications	634-638
Pregnancy With Complications	640-649

### **INCLUDABLE**

Normal Pregnancy (Excluding Delivery and Post Partum Period)	V22.2
Missed Abortion	632
Abortions	634-638
Other Without Complications	

**12. DISEASES OF SKIN AND SUBCUTANEOUS TISSUE****680-709****EXCLUDABLE**

Acute Lymphadenitis	683
Pilonidal Cyst With Abscess	685.0
Pemphigus	694.4
Urticaria	709

**INCLUDABLE**

Carbuncle	680
Cellulitis and Abscess	681
Finger(s)	681.0
Toe(s)	681.1
Contact Dermatitis	692
Psoriasis and Similar Disorders	696
Corns and Callosities	700
Acne	706.1

**13. DISEASES OF MUSCULAR SKELETAL SYSTEM AND  
CONNECTIVE TISSUE 710-739****EXCLUDABLE**

Systemic Lupus	710
Erythematosis	
Rheumatoid Arthritis	714
Internal Derangement of Knee	717
With complications or Surgery (Including Arthroscopy)	
Ankylosing Spondylitis	720
Intervertebral Disc	722
Disorder (Includes Herniated) With Myelography	
Tendynovitis, Tendinitis	725-729
Osteomyelitis	730

**INCLUDABLE**

Osteoarthritis	715
Internal Derangement of Knee Without Complications (e.g., Locking, Effusion, Swelling)	717
Lumbago, Backache, Other	724
Rheumatism, Bursitis	725-729
Bunion	727.1
Unspecified Osteochondropathy (Includes Osteochondritis of Chest Wall)	732.9
Flat Feet	734

Acquired Deformities of Toe	735
e.g., Hallux Valgus	735.0
Hallus Malleus	735.3
Other Hammer Toe	735.4
Curvature of Spine	737
Acquired	

**14. CONGENITAL ANOMALIES 740-759 (BIRTH DEFECTS OF EMPLOYEE ONLY)**  
**EXCLUDABLE**

**INCLUDABLE**

Lordosis/Scoliosis – Congenital of Spine	754.2
Anomalies of Spine	756.1
Without Complications	
Spondylolysis	756.11
Spondylolisthesis	756.12
Spina Bifida Occulta	756.17

**15. CERTAIN PERINATAL PERIOD CONDITIONS 760-779**

These conditions affect only the fetus or newborn (see complications of pregnancy).

**16. SYMPTOMS, SIGNS, AND ILL-DEFINED CONDITIONS 780-799**

**EXCLUDABLE**

Coma	780.0
Syncope With Complications	780.2
as to Severity and Frequency	
Convulsion	780.3
Vertigo With	780.4
Nystagmus or Other Complications	(379.50)
Hemoptysis	

**INCLUDABLE**

Syncope Without Complications	780.2
as to Severity and Frequency	
Vertigo	780.4
Malaise, Asthenia Fatigue	780.7
Nervousness (Nerves)	799.2

**17. INJURY AND POISONING 800-999****EXCLUDABLE**

Skull Fracture (Includes Nose)	800-804
Spinal Fracture (Includes Ribs)	805-809
Fractures of —	
Shoulder	810-811
Arm, Elbow	812
Forearm, Wrist	813-814
Hand	815
Hip	820
Thigh, Knee	821
Leg	823
Ankle	824
Foot	825
Dislocation of —	
Shoulder	831
Elbow	832
Wrist	833
Hip	835
Knee	836
Ankle	837
Concussion	850
Pneumothorax	860
Second or Third Degree Burns	940-949

**INCLUDABLE**

Fractures, Without Complications of	
Fingers(s)	816
Toe(s)	826
Dislocation of —	
Finger(s)	834
Foot, Toe(s)	838
Dislocation (Includes Subluxation of Cervical, Thoracic and Lumbar Spine, and Sacrum)	839
Sprains, Strains Uncomplicated	840-848
Wounds (Includes Laceration, Puncture, Cuts)	870-894
Superficial Injuries (Contusions, Foreign Body, Blisters, Insect Bites)	910-919
First Degree Burns	940-949

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Held Avenue  
Dayton, Ohio 45404

Dear Sir:

In the negotiations leading to the new collective bargaining agreement, it was evident that we share a deep concern about the alcohol and drug problems that exist throughout our society and are reflected in varying degrees in the employee work forces in our plants.

We are both concerned with the destructive effects of alcohol and drug addiction, and recognize that such addiction also may impair the ability of the individual to perform an efficient and meaningful role in his family, in industry, and in society as a whole. We share the common conviction that it is more important to provide assistance to such afflicted individuals to motivate them to help themselves overcome their problems, rather than to rely solely on discipline.

The plant for several years has had a joint program responsive to the needs of the alcohol and drug addiction problem which may exist in the plant.

Said program incorporates a plant counseling approach with respect to employees with drug or alcohol addiction problems, to assure that genuine and sympathetic concern is demonstrated for persons so afflicted, and to explore the feasibility of arranging for consultations with competent medical professionals on these matters and to develop programs of detection, counseling and referral as are desirable to attain the most effective efforts in this area.

Notwithstanding the provisions contained in Appendix I of the Insurance Program, the parties have agreed that after the first treatment period for an employee by an approved substance-abuse provider participating in the mental health/substance abuse managed-care, preferred-provider program, only one additional treatment period will be covered under medical and/or psychiatric and sickness and accident coverage but only at the fifty (50) percent level. Any additional episode shall be without insurance coverages otherwise available under the Labor Agreement.

Guidance and assistance will be provided to the Management and the Union Shop Committee through discussions between us at the International level as needed.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During negotiations the parties reaffirmed their continuing conviction that it is important to provide assistance to employees afflicted with alcohol and drug dependence and to find ways to motivate them to recognize their problem and seek treatment where appropriate. Accordingly, the parties have expressed their mutual wish to continue their progress toward the common goal of achieving an effective plant alcohol and drug abuse program.

While the previous Corporation-IUE program improved on past programs, the results varied widely. The most successful program is one that enjoys the full support of Management and the Union. This type of support has led to different approaches to various problems. For example, the proximity or availability of approved treatment facilities, the suitability of places utilized for employee contact, and the prior existence of a union or government-sponsored program are all factors bearing on the success of the plant's alcohol and drug abuse program.

We will continue to develop methods that will more effectively encourage afflicted employees to seek assistance under the program and that will convince them of the privacy and confidentiality of such assistance. To this end, Management and the Union Shop Committee, pursuant to the principles and guidelines previously established, will (i) analyze those causes that inhibit and those that foster employee utilization of the program, (ii) establish procedures for the confidential maintenance of records of employees using the program, and (iii) communicate when appropriate, those techniques that have proved successful at other Corporation plants. The parties will also continue to periodically review the program to assist Management and the Union.

Our experience under this program thus far shows that an effective program requires the full cooperation of Management and Union alike. The joint efforts necessary to provide assistance to afflicted employees may, however, be complicated by many factors such as multi-shift operations, plant population, in-plant facility available for employee contact, plant layout, and

the need for privacy. We mutually endorse reasonable and practical resolution to these problems where they exist.

Finally, the success that already has been achieved under the program indicates the commitment that both the Corporation and the IUE have toward helping employees with problems of alcohol and drug dependence. We will continue to monitor, review and assist with program activities to assure the continued success and improvement of this Corporation-IUE program.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During the negotiations leading to the Agreement signed to-day the parties discussed the importance of the Apprenticeship Program and agreed that employee candidates should have, among other qualifications, a good work record with Chrysler.

Therefore, to assure proper review and consideration of all the factors involved in the selection of apprentices, the parties further agreed to refer this matter to the Chrysler-IUE Apprentice Committee for a conclusion as to the manner by which the above stated objective may best be accomplished.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

(5)  
Apprentice Selection-  
Alternate Method

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

*This will confirm our understanding that, notwithstanding the provisions of the APPRENTICE AND APPRENTICE STANDARDS AGREEMENT, the International Union and the Corporation may develop an Alternate Apprentice Selection Procedure for minority and women applicants in accordance with applicable federal and state laws.*

This Alternate Selection Procedure will be reviewed with the Chrysler-IUE Apprentice Committee.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

## Benefit Plans Representative

Mr. Wesley Wells, President  
 Local No. 775, International Union  
 of Electronic, Electrical, Salaried,  
 Machine and Furniture Workers, AFL-CIO  
 150 Heid Avenue  
 Dayton, Ohio 45404

Dear Sir:

The International Union, IUE, may designate, a Benefit Plans Representative for Chrysler's Dayton Thermal Products Plant. The maximum number of hours per week in which the Benefit Plans Representative will be allowed to perform his functions shall be determined on the basis of the number of employees in his plant in accordance with the following schedule

Plan	
Number of Employees	Hours Per Week
600 or more	40
250 to 599	8
Less than 250	4

Adjustments shall be made twice each calendar year in the maximum number of hours each Benefit Plans Representative will be allowed to perform his functions. Adjustments shall be effective (1) the second pay period in May, based on the number of hourly employees on the active roll in the plant on the third Wednesday of the preceding month of April, and (2) the second pay period in November, based on the number of hourly employees on the active roll in the plant on the third Wednesday of the preceding month of October.

1. The Benefit Plans Representative shall be selected by the International Union, IUE, from among those hourly employees who have seniority under the Agreement and who at the time of selection are at work in the plant. The Benefit Plans Representative shall represent all employees at the plant with respect to the Pension Plan, the Insurance Program and the Supplemental Unemployment Benefit Plan.

2. Benefit Plans Representative shall carry out the duties of Union representatives specified in the Pension Plan, the Insurance Program and the Supplemental Unemployment Benefit Plan. Other Union representatives in the plant shall not participate in benefit plan matters except insofar as any one of them has been

designated to act as the second member of a local committee pursuant to the Supplemental Unemployment Benefit Plan.

Duties of the Benefit Plans Representative are:

(a) To function in place of the Chief Steward for the purposes of Section (13) of the Pension Plan for the plant for which he functions.

(b) To function as a member of the Board of Administration provided in Article VI Section (2) of the SUB Plan.

(c) To discuss with designated representatives of plant management those questions regarding a benefit Plan or Program.

3. The Benefit Plans Representative shall not participate in the grievance procedure and those matters with which such Benefit Plans Representative deals shall not be subject to the grievance procedure but shall be subject to the review procedure specified in the appropriate Plan or Program.

4. A Benefit Plans Representative shall not function as provided herein unless and until the International Union sends written notice to the Corporation of the name of the employee, his plant, department and social security number.

5. A Benefit Plans Representative shall cease to function as provided herein upon receipt of written notice from the International Union to the Corporation. Such notice shall include the same identification information specified in 4. above.

6. Benefit Plans Representative shall be subject to the following:

(a) When a Benefit Plans Representative is permitted time away from his work less than 40 hours a week the designation of the time away from work shall continue to be made by mutual agreement between the Local Union and Plant Management.

(b) The Benefit Plans Representative shall report to his Foreman or Supervisor at the start of his shift and shall advise his Foreman or Supervisor when he wishes to leave his work to handle a benefit plan matter and shall report to his Foreman or Supervisor when he has disposed of that matter.

(c) If it is necessary for the Benefit Plans Representative to speak to an employee about a benefit plan matter, he will make prior arrangements with the employee's Foreman or Supervisor to do so.

(d) The privilege of a Benefit Plans Representative to leave his work during regular working hours without loss of pay is subject to the conditions (i) that the time be devoted to the prompt handling of matters, which are proper pursuant to the terms of this letter; (ii) that the privilege not be abused and (iii) that the Benefit Plans Representative will do the work to which he is

assigned at all times except when it is necessary to leave his work to handle benefit plan matters.

(e) The Benefit Plans Representative will not be scheduled for Saturday, Sunday, holiday or daily overtime work except as a regular employee in his department and when so scheduled shall not perform his function as a Benefit Plans Representative; provided, however, when there are 600 or more hourly employees on roll and when more than 50% of the regular hourly work force is scheduled to work during hours for which they are entitled to receive premium pay under Section (68) of Section (69) of the Agreement, the Benefit Plans Representative for that plant will also be scheduled to work and to function as a Benefit Plans Representative during such hours.

7. The Benefit Plans Representative shall be assigned to the first shift.

The International Union may designate in writing to the Corporation from among seniority employees at work on the first shift at the plant a permanent alternate to function when the Benefit Plans Representative is to be away from the plant for at least a full shift and Plant Management receives advance written notification of such absence or, if the expected absence is due to Union business, approval from the International Union.

The permanent alternate shall not be deemed to be included among stewards covered by Section (49) of the Agreement.

When replacing the Benefit Plans Representative, the permanent alternate shall be subject to all the provisions applicable to Benefit Plans Representative.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

## Bereavement-Armed Forces

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

In the event a member of an employee's immediate family dies while in the active service of the Armed Forces of the United States, the employee may, should the funeral be delayed, have his excused absence from work delayed until three (3) of his normally scheduled working days that include the date of the funeral.

In the event the body of a member of an employee's immediate family is not buried in continental North America solely because the cause of death has physically destroyed the body, or the body is donated to an accredited North American hospital or medical center for research purposes, the requirement that the employee attend the funeral will be waived.

In the event an employee is granted a leave of absence because of the illness of a member of his immediate family and such family member dies within the first seven (7) calendar days of the leave, the requirement that the employee otherwise would have been scheduled to work will be waived.

In the event the body of a member of an employee's immediate family is not buried in continental North America and a memorial service is held within seven (7) calendar days of the date of death on other than a Saturday, Sunday or holiday, the employee shall, if otherwise eligible, receive eight (8) hours of pay for the day, computed in accordance with Section (67)(d), provided the employee attends the memorial service.

In the event the funeral of an immediate family member is delayed, for reasons other than those cited in the above paragraphs, an employee excused from work under Section (67) may receive bereavement pay for up to three (3) days of absence taken in conjunction with the funeral provided he attends the funeral. This includes days immediately preceding or days immediately following the date of the funeral even if one or more of the successive days in question occurs after the tenth day following the date of death.

In determining whether an employee on layoff or leave of absence may qualify for bereavement pay on the occasion of the death of a member of the employee's immediate family, the count for the three (3) day bereavement period shall begin with the day immediately following the date of death, rather than with the day of death under the current practice.

*An employee's immediate family includes those members named in Section (67) of the Labor Agreement.*

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

## Third Shift Pay Practices

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This will confirm our understanding with respect to payment of certain first and second shift employees who work a third shift starting Sunday night and with respect to payment of third shift employees who work a shift that starts on a designated holiday which falls on Tuesday, Wednesday or Thursday.

An employee who works a first or second shift during the week and who then works the third shift starting Sunday night to begin the next workweek but who is still assigned to the first or second shift for the remainder of the new workweek shall be paid double time for time worked on the calendar Sunday, straight time for hours worked after midnight Sunday until eight straight time hours are worked, and time and one-half thereafter to the completion of the shift.

A third-shift employee who works on a shift starting on a designated holiday falling on Tuesday, Wednesday, or Thursday shall be paid straight time for the first eight hours worked on such shift and time and one-half thereafter to the completion of the shift.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

## Tuition Assistance Program

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

The Corporation-IUE Local 775 Employee Training and Development Committee has agreed to continue the Tuition Assistance Plan which is funded through the Employee Training and Development Fund. The Administrator of Academic and Trainee Programs of Chrysler Motors Corporation will continue as administrator.

The Administrator will continue to establish and apply criteria for suitable courses and eligibility the same as those applied by the International Union, UAW.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

## Lunch Period Abuses

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

In the negotiations leading to the current agreement, the parties agreed to address the difficult problem of lunch period abuses, such as employees leaving early or returning late from lunch. This will confirm our understanding that the following guidelines will apply:

Employees who extend their regular scheduled lunch period without the authorization of their Management shall be subject to a disciplinary layoff of no less than thirty (30) days for the first offense. For their second offense, such employees shall be immediately discharged.

With regard to the problem of employees lining up early at or adjacent to plant entrances or exits, the Union indicated it shared Management's concern and asked that it be given an opportunity to exert its influence to correct such abuses. Management advised the Union its assistance would be appreciated. The Union was further advised, however, that if its efforts were unsuccessful it would require all employees to clock in and out during their lunch periods.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

(11)  
Replacement of Personal Tools—  
Skilled Trades

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

*During the current negotiations of the 1995 Production and Maintenance Agreement, the parties discussed at great length the replacement of personal tools of Skilled Trades employees broken or damaged on the job.*

The Corporation informed the Union that it will continue with its present practice of repairing or replacing tools broken on the job by hourly Skilled Trades employees provided there is no evidence of employee negligence, abuse or improper usage, with the following limitations:

- 1) The maximum amount expended for the repair or replacement of any one tool shall not exceed \$30.00, and
- 2) *The maximum amount expended in each year of the 1995 Production and Maintenance Agreement shall not exceed an amount equal to \$5.00 multiplied by the total number of hourly Skilled Trades employees on the active roll at the plant in the last pay period ending in the month of June preceding the beginning of each year of the Agreement.*

The parties further discussed the possibility that Skilled Trades employees under the new classification structure may be required to purchase tools applicable to another Trades classification in connection with the broad training required. The Corporation advised the Union that in the event that such additional tools are required, reimbursement from the aforementioned fund will be made upon presentation of a receipt, in an amount not to exceed \$50.00 per individual.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

(12)  
Work Team Coordinator  
Skills Upgrade

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During the course of negotiations, we agreed to provide skills upgrade training to Work Team Coordinators. Both parties agree to meet within sixty (60) days following notice of ratification to jointly establish the types of training to be given to the Work Team Coordinators.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

For many years the Corporation and your Union, in their respective fields, have been leaders in adopting and effectuating policies against discrimination because of race, color, religion, age, sex, national origin, status as a qualified person with a disability or membership in any other legally protected class, and to this end the parties have expressly incorporated in their Agreement an "Equal Application" provision that both insures adherence to that principle in all aspects of employment at Chrysler and provides the contractual grievance and arbitration procedure for the resolution of alleged violations of that principle.

The parties now recognize the desirability of increased communication and cooperative effort on this subject (i) to encourage employees and grievance representatives to use the grievance and arbitration procedure as the exclusive contractual method for the prompt resolution of all claims of denial of equal application rights, (ii) to determine the cause of such claims in order to reduce the probability of these claims arising or recurring, and (iii) to maintain liaison with appropriate federal, provincial and state civil rights agencies for the following purposes: (a) to increase understanding, (b) to promote and encourage the use of the contractual grievance and arbitration procedure in order to avoid multiplicity of litigation in many forums simultaneously which are frequently time consuming, contradictory and hence, non-productive to relieving employee problems, (c) to seek solutions to mutual problems, (d) to relieve tensions in this area, and (e) to exchange information, expertise and advice.

At the Dayton Thermal Products Division an Equal Application Committee shall be established consisting of up to three (3) representatives of the Local Union and three (3) representatives of Plant Management. The representatives of the Local Union

shall be limited to the Local Union President or an Officer of the Local Union on a full time Leave of Absence for Union Business, the Chairman of the Plant Shop Committee, and the Chairman of The Fair Employment Practices Committee of the Local Union or a designated representative. The representatives of Management shall be the Plant Manager, or her designated representative, and two (2) Plant Management Representatives at least one of whom is active in the Corporation's Equal Employment Opportunity Program. Local Plant Equal Application Committees will meet at a mutually agreeable time on a quarterly basis. Such Union Representatives if not on a full time Leave of Absence for Union Business, and if working in the plant, shall receive pay from the Corporation at their regular hourly rate for time spent in such meetings or when jointly investigating and/or studying a complaint with a management member of the Local Plant Equal Application Committee, that they would otherwise have worked in the plant. Local Plant Equal Application Committee shall have the following duties:

- a. Discuss ways and means of promoting use of the grievance procedure as the exclusive contractual method for resolving claims of denial of equal application rights.
- b. Discuss guidelines for Union and Company representatives active in the grievance procedure in the proper and prompt handling of grievances alleging such claims.
- c. Conduct or arrange for investigations and/or studies into the causes of equal employment opportunity and discrimination problems and tensions in an attempt to prevent such problems from arising or recurring.
- d. Exchange possible means for determining the cause of equal employment opportunity and discrimination problems and tensions in the plant.

The parties continue to recognize their legal and moral responsibility for assuring that all Chrysler employees have equal employment opportunities and freedom from discrimination as set forth in Section (6) of the Production and Maintenance Agreement. Consequently the function of the Equal Application Committee shall be, consultative and cooperative. The Committee

may not commit either party to a specific course of action. However, the Union agrees that it will discourage its members from by-passing the grievance and arbitration procedure with respect to any *claim or complaint* against the Corporation which may be made the subject of a grievance under the contract.

Vary truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

(14)  
ad hoc Arbitrator

Mr. Wesley Wells, *President*  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This is to confirm our understanding that an ad hoc arbitrator will be selected when the parties are unable to settle a grievance at the Appeal Board and agree to refer such grievance or grievances to the Impartial Chairman for decision. Any cost involved in the selection of an Impartial Chairman shall be paid one-half by the Corporation and one-half by the Union.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
*Personnel Manager*

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Held Avenue  
Dayton, Ohio 45404

Dear Sir:

In response to your demand made during the current negotiations, we have agreed that during discussions as early as Step 3 of the grievance procedure of grievances over discipline, discharge and other terminations from employment, each party will present a statement of position reciting facts then known on which it relies, and a copy of a document or statement on which the party relies to support its position.

In the case of a document covering, or statement by, an employee who is not the grievant, the party relying on it may excise, block out, or otherwise remove, information on it that is not relevant or that would disclose the identity of the person who made the statement or concerning whom the document refers.

In cases where a prior disciplinary record is involved, the Corporation may present a written summary of the grievant's disciplinary record.

The statement of position and other statements and documents that a party has provided the other shall become part of the grievance file and may be referred to in subsequent steps of the grievance procedure, including the Appeal Board.

*The failure or refusal of the Union to present a full verbal explanation of its position shall relieve the Corporation from presenting any statement or document on which it relies. The failure or refusal of a party to make available to the other a copy of a document or statement which it has in its possession and on which the party relies shall preclude the party from using it before the Appeal Board.*

The Corporation expressed its concern that its providing to Local Union representatives involved in processing grievances copies of employee statements and Corporate documents relating to employees may lead to abuses unless the statements and documents (i) are used solely in connection with the proper processing of a grievance, (ii) are otherwise kept confidential, and (iii) are not in any way used by any member of the bargain-

ing unit to attempt to harass or intimidate an employee giving a statement or providing a document. The Union assures the Corporation that it will instruct its Local and International Representatives of these restrictions on the use of such material and the need to maintain confidentiality. The Union further represents that if a copy of a statement or document provided it in accordance with this Letter Agreement is used by its representatives or those under their control for any purpose other than the proper processing of a grievance or is publicized outside of the grievance procedure, the Corporation would be relieved of any obligation under this Letter Agreement.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During these negotiations the Corporation agreed to provide appropriate annual training in health and safety for one (1) Local Union Representative (Plant Shop Committeeman or Local Union Officer) on the active roll.

The parties agreed to pay the attendee eight (8) hours straight time pay for each day not at work as a result of this training and to reimburse all costs and expenses from the Joint Labor-Management Training Fund.

The parties further agreed that the Local Union Representative selected to receive the annual health and safety training must first be approved by both the Corporation and the President of IUE Local 775.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

(17)  
Equal Employment Opportunity-  
Handicapped Employees

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

The Corporation has a continuing policy of providing equal employment opportunity in conformance with the Americans with Disabilities Act of 1990, the Vocational Rehabilitation Assistance Act of 1973 and the Vietnam Era Veteran's Readjustment Act of 1972 and 1974 and will make reasonable accommodations in accordance with these laws. The Union also has long recognized the practical and moral value of these policies. Accordingly, it is agreed that,

1. An employee who is approved for work by the Medical Department but with physical restrictions which limit the nature and type of the regular work he can do, will be placed in accordance with his seniority on a job in his department or division that he can perform consistent with his assigned physical restrictions.
2. If there is no such job in his department or division and there is a job he can perform in the plant consistent with his assigned physical restrictions, he will be placed on that job in accordance with his seniority.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

The Corporation and the Union recognize that quality and operating efficiency are inextricably wed to job security, and that a high level of quality and operating efficiency requires mutual respect and recognition of each other's problems and concerns. Fact-finding missions and meetings leading to the current agreement reinforced the parties conviction that a new cooperative approach is essential. Accordingly, a committee comprised of four persons, two each from Management and the Union, including the Plant Manager and the Local Union President, will focus on cooperative efforts toward our common goal to improve the effectiveness of operations and remove barriers to improvements, *increase job opportunities and fully utilize the workforce. The local committee will develop a plan through an exhaustive analysis of the location's operational efficiency.*

Within six months of the effective date of the Agreement, and at least annually thereafter during the term of the Agreement, the Committee will review with Chrysler management the overall competitiveness of the location's products and their plans, indicating actions, and/or changes needed to improve quality and efficiency at the Dayton Thermal Products and to stimulate job security of the existing work force and attract new work.

In these efforts, it is recognized that a great deal of initiative and imagination will be required by the parties. While not intended to limit such innovation, the following are examples of appropriate areas the parties may address:

- 1) identification of investments in the facility or equipment necessary to improve product quality or operational effectiveness;
- 2) the broadening of the existing team-concept programs;
- 3) the identification of non-labor cost savings and efficiencies;
- 4) procedures and plans to review past sourcing and contracting decisions, and to identify opportunities for attracting new business;

- 5) the examination of new forms of work organization, such as job assignments relating to just-in-time or other quality enhancement systems;
- 6) procedures to review supervisory staffing and support for the initiatives in this letter;
- 7) initiatives that will result "in a fair day's work for a fair day's pay";
- 8) initiatives to reduce chronic absenteeism; and
- 9) procedures for improved access by the bargaining committee to product plans and other information affecting employment security and operational effectiveness, assuring confidential treatment of such information.

Efforts of the local parties to improve operational effectiveness may require change or waiver of certain agreements or practices. It is understood that any such waivers, modifications or changes shall be agreed to in writing by the Corporation and the Union, but shall not require further ratification.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

## Plant Closing Moratorium

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

Much time was spent during negotiations leading to the 1995 Agreement discussing the future viability of the Dayton Thermal Products Plant with the Union urging the Company to commit to a plant closing moratorium.

The Company advised the Union that it is not its current intention to close the Dayton Thermal Products Plant.

The Company reaffirmed its position articulated in previous negotiations that because the plant produces what commonly are referred to as commodity components — products that are not generally unique and produced elsewhere by other competing manufacturers on a competitive basis — management cannot commit to an unqualified plant closing moratorium.

There was recognition by the parties that given global economic and competitive pressures, the plant must remain competitive in the world marketplace in terms of such measurable things as quality, cost, productivity, technology, process control, innovation and continuous improvement if it is to remain open.

The parties acknowledged that the long-term viability of the plant can only be attained and continued through diligent efforts by both Management and the Union to identify methodologies that will improve the plant's quality, productive and financial competitiveness. It is also understood that conditions may arise that are beyond the control of the Corporation, e.g., acts of God, catastrophic circumstances, or significant economic decline(s). Should any of the aforementioned or other untoward conditions occur, the Corporation reserves the right to close the Dayton Thermal Products Plant after discussion with the Union.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This will confirm the fact that with respect to the application of the eligibility rules applicable to the Christmas Holiday Period holidays, the Corporation will follow the following practice with respect to the application of the provisions of Sections (77), (78), and (80) of the 1995, IUE Local 775 Agreement applicable to *hourly employees*.

1. A seniority employee who requests and is granted a vacation leave of absence which includes the last scheduled working day prior to a Christmas Holiday Period and who also requests and is granted a vacation leave of absence which includes the first scheduled working day after such Christmas Holiday Period, shall, if otherwise eligible, receive pay for the holidays which fall in such Christmas Holiday Period.
2. A seniority employee excused by his foreman from work on the last scheduled working day prior to or on the next scheduled working day after a Christmas Holiday Period, or both, shall, if otherwise eligible, receive pay for the holidays which fall in that Christmas Holiday Period.
3. A seniority employee on sick leave of absence who is released by his doctor to return to work during a Christmas Holiday Period, shall, if otherwise eligible, receive pay for the holidays in the Christmas Holiday Period falling on and after the date he notifies the plant of his availability for work and, provided further, that he presents satisfactory medical evidence of his availability to work on such day upon his return to work.
4. A seniority employee on a personal leave of absence which expires during a Christmas Holiday Period, shall, if otherwise eligible, receive pay for the holidays in the Christmas Holiday Period which fall (1) on or after the expiration date of such leave or (2) on and after the date he notifies his

plant of his availability for work, whichever is later.

5. A seniority employee absent without excuse on either the last scheduled working day prior to or the next scheduled working day after a Christmas Holiday Period shall be ineligible for pay for two (2) of the holidays in the Christmas Holiday Period, but shall, if otherwise eligible, receive pay for the remaining holidays in the Christmas Holiday Period.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

(21)  
Holiday Pay-  
Christmas Holiday Period-  
Laid Off Employees

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404  
Holiday Pay - Christmas Holiday Period - Laid Off Employees

Dear Sir:

Notwithstanding the provisions of Section (7B) of the Agreement, a seniority employee who is temporarily or indefinitely laid off during the fourth workweek prior to a week in which one or more of the holidays in the Christmas Holiday Period falls, and who worked his last scheduled working day prior to such layoff, shall, if otherwise eligible, receive pay for the holidays falling during such Christmas Holiday Period. A seniority employee who is laid off during the fifth, sixth or seventh workweek prior to a week in which one or more of the holidays in the Christmas Holiday Period falls and who worked his last scheduled working day prior to such layoff shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas Holiday Period. An employee temporarily laid off shall receive pay for such holidays following his return to work for such layoff. An employee indefinitely laid off shall receive pay for such holidays on the second payday following the Christmas Holiday Period.

*Very truly yours,*  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This confirms that the Corporation has committed, as expeditiously as possible, to make available a vehicle lease program to Dayton Thermal Products represented employees who are otherwise eligible under the terms of the Employee-Retiree New Vehicle Purchase Plan.

Special retail customer incentive programs offered by the Corporation will not be applicable to this Program.

It is understood and agreed that the Corporation may at any time modify, change or discontinue the Program and it shall have no obligation to bargain over its decision to do so. The Union will be advised in advance of any such action. It is further agreed that the institution of this Program shall not constitute a precedent for future negotiations on this subject.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

## New Vehicle Purchase Plan

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This will confirm my advice to you that the Corporation intends to continue the Chrysler Employee-Retiree New Vehicle Purchase Program for active employees with at least ninety (90) days of continuous service, employees on approved leaves of absence, retirees under the Corporation-IUE Pension Plan, surviving spouses of eligible employees-retirees, and dependents of eligible employees-retirees living at the same address, as well as non-dependent sons and daughters of eligible employees-retirees.

Under the present program, the dealer, selected by the employee, will bill the employee at Factory Invoice Price less the 3% Holdback (except Imports) and any advertising charges.

An improved program to provide more convenience and continued favorable pricing to employees and retirees nationwide will be implemented. The program will offer 25% off list price on all Mopar Chrysler Corporation Genuine Parts and MMC Replacement Parts for MMC vehicles sold by Chrysler Corporation. Accessories for which there is no established list, as well as remanufactured and performance parts, will be priced at dealer net plus 15%. A toll free number will be provided. The employee-retiree can order replacement parts that will be shipped "next day" (provided requirements are in stock) to the employee-retiree's place of residence. The employee-retiree will not be charged shipping costs unless premium or overnight transportation is requested. A similar program will be put in place for Jeep-Eagle parts as soon as the system can be put on line. It is understood by the parties that this program is intended only for eligible employee-retirees. Details of the new program will be announced within ninety (90) days following notice of ratification.

In continuing to make the New Vehicle Purchase Program available, it is understood and agreed that the Company may at any time modify, change or discontinue the Program and it shall

have no obligation to bargain concerning its decision to do so. It is further agreed that the institution of this Program shall not constitute a precedent for future negotiations on this subject. We appreciate the efforts of the IUE to encourage employees to purchase Chrysler Products.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

In the negotiations leading to the new collective bargaining agreement, it was evident that Chrysler Corporation and IUE are interested in improving the work environment as a means of making work a more satisfying and stimulating experience. It was further evident that neither party is satisfied it has the final answer to these matters but both feel that careful, planned experimentation and evaluation is desirable. It is possible that such experiments, if successful, can create improved employee morale and satisfaction and thus lead to a reduction of employee absenteeism and turnover, and have beneficial results in terms of the quality of our products.

Promptly following ratification of the new collective bargaining agreement, a Joint Committee on Improving the Work Environment will be established, composed of three (3) members appointed by the Manager of Personnel of the Corporation's Dayton Plant and three (3) members appointed by the International Union. This Committee will have responsibility for:

- (a) Reviewing and evaluating those existing programs of the Corporation which involve improving the work environment of employees represented by IUE.
- (b) Developing new experiments in that area.
- (c) Maintaining records of its meetings, deliberations and all experiments and evaluations it conducts.
- (d) Making reports to the Corporation and the Union on the results of its activities.
- (e) Arranging for any outside counseling which it feels is necessary or desirable with the expenses thereof to be shared equally by the Corporation and the Union.

The Corporation agrees to request and encourage its plant management to cooperate in the conduct of such experiments, and recognizes that cooperation by its plant floor supervision is essential to the success of this program.

The Union agrees to request and encourage its members to cooperate in such experiments, and recognizes that the benefits which can flow to employees as a result of successful experimentation is dependent on the cooperation and participation of those employees.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During our current negotiations the Union inquired about the Corporation's practices with respect to eligibility for jury duty pay. This will confirm our understandings in the following circumstances:

- a. an otherwise eligible hourly employee who reports for jury duty service in accordance with the direction of the court and who is released by the court early in the day, is not required to return to work on that day to be eligible for jury duty pay for the day.
- b. when any of the holidays designated in Section (76) of the Agreement fall within an employee's approved leave-of-absence for jury duty and the employee's absence from work that day is attributable to the employee's serving on jury duty, the employee, shall, if otherwise eligible, receive pay for such holiday and retain the daily jury duty fee paid the employee by the court in which he serves.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During recent contract negotiations the Union requested of Management a more precise procedure for loaning employees from one work group to another.

An employee loaned from one work group to another will be loaned on the basis of seniority provided he has the ability to perform the job he is being temporarily assigned to (e.g., the lowest seniority employee in the work group that is loaning out should be the first employee loaned out to the receiving work group, etc.).

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted andd Approved:  
By Wesley Wells

(27)  
Medical Limitation-  
Assignment Procedure

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During the recent contract negotiations, the Union requested clarification as to assigning an employee with a medical limitation.

An employee who transfers into another department as a direct result of his medical limitation shall displace the lowest seniority employee within the department and classification, regardless of shift, provided there is work available within his medical limitation.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

**Medical Limitation-  
Transfer Procedure**

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During the recent contract negotiations, the Union requested clarification as to the procedure for assigning an employee with a temporary medical limitation.

An employee who transfers into another department as a direct result of his temporary medical limitations shall be returned to his former department and job when his physical limitation is removed.

Very truly yours,  
**CHRYSLER CORPORATION**  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During negotiations of the collective bargaining agreement dated today, the parties discussed the subject of conversion to the metric system and its effect on certain employee-owned tools.

During these discussions, the Corporation indicated its intention to make available during the transition period necessary metric tools and calibrated measuring instruments to skilled trades employees when required in the performance of their work. Such tools will be available in the tool cribs and charged out to skilled trades employees when they have need for them.

This policy does not preclude the use of conversion tables or any other alternate means of changing to the metric system in place of utilizing such tools or calibrated measuring instruments, nor does it alter the present requirement that skilled trades employees provide their own tools necessary to perform their duties, except as provided in the second paragraph hereof.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

The Corporation and the Union, IUE Local 775, agree to continue the joint orientation program for hourly employees when the number of new hourly employees being hired warrants such a program.

The orientation will be conducted prior to the enrollment of a prospective employee except when the number of new hires makes administering the program impractical or unduly burdensome for the representatives of the parties hereinafter described or would delay the commencement of operations for which the new employees are hired. The orientation will consist of information presented in accordance with guidelines established by the Corporation and the Union, IUE Local 775. The information will acquaint the employee with work areas, and inform individuals of the benefits, opportunities and responsibilities they will have as employees of the Corporation and as members of the Union. The program shall be conducted, in part, by a representative of the Plant Personnel Department and, in part, by a Local Union Representative, Officer or Benefit Representative whose other duties already permit him, if he is working on the job, to take time away from work without loss of pay. The orientation shall be conducted during normal plant hours at times and places determined by Local Plant Management.

In the event that either party believes the program does not meet the provisions of this letter, notification may be given; if by the Union to the Personnel Manager, or if by the Corporation to the President of IUE Local 775.

The program will not be subject to the grievance procedure and may be terminated by either the Union or the Corporation, upon written notice to the other party.

Very truly yours,  
CHRYSLER CORPORATION  
F.D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During negotiations of the collective bargaining agreement, it was evident that both parties had been satisfied with the current system of posting overtime hours.

The Corporation reaffirms its intention to continue the in-plant system of posting overtime hours in each department of the plant.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

## Leave for Union Business

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During recent collective bargaining negotiations, we discussed with your Union certain abuses of Section (64), Leaves for Union Business.

These abuses include, but are not limited to: requesting excessive numbers of employees to be excused, untimely written requests to the Labor Relations Supervisor and requests for reasons subsequently determined to have been for other than Union Business. The parties agreed such abuses are disruptive to the Dayton Plant operations, detrimental to the relationship of the parties, and are not condoned by the International Union.

When the Plant Management believes that the actions of the Local Union are inappropriate in this regard, Management's objections shall be presented in writing to the Local Union President. In the event the matter is not resolved, it may be referred to the Corporate Labor Relations Department for review with the President of District Council 7, International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO, who shall use his best efforts to prevent the recurrence of such abuses.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This is to confirm our understanding with respect to the circumstances under which a pregnancy leave of absence may be granted under Section (62) of the Agreement. Active employees are expected to continue to work until such time as they are physically unable to perform their regular work or other available work. However, upon request an active employee, though not physically unable to work due to pregnancy, will be granted a personal leave of absence for good cause within the meaning of Section (62) subject to the limitations contained in Section (62). Such a leave of absence shall not entitle the employee to any benefit under the Insurance Program that she would not otherwise be entitled to.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This will confirm our understanding and agreement that the cost of living allowance as provided in Section (89) shall not apply to employees hired on and after January 1, 1992.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During the current negotiations, the Union expressed concern as the right of employees to review their personnel records.

This will confirm that the right of an employee to review his or her personnel records, established by the 1978 Michigan Employee Right to Know Act, will be extended as a matter of policy to Dayton Plant employees covered by the Chrysler-IUE Production and Maintenance Agreement.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

(36)  
Replacement Steward  
Procedure

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This will confirm our understanding that the plant shall not recognize alternate Stewards as replacements for the Stewards provided by Section (18) of the Agreement, except during the time period the Chief Steward and Assistant Chief Stewards are in attendance at either Appeal Board Meetings or Negotiation Meetings, the plant will recognize an alternate in their assigned district.

When a Steward is absent from the plant during his scheduled shift, the employees in that district shall be represented by the Steward in the district nearest to their district which has a Steward.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This letter is to restate and reinforce the joint belief of the parties that all employees should devote maximum effort to the building of quality components that meet the requirements of our customers and buy those products as a testimonial relative to the quality.

All employees should approach the performance of their jobs as if every task they perform is part of the manufacture of products that they will be proud to personally buy because they will know that maximum quality exists.

All employees should buy products containing components they build as a message to their neighbors that they are proud of the products they build. Obviously, the job security of all employees...our "shared destiny"... will be enhanced if they proudly buy what they make.

The Corporation has made available a New Vehicle Purchase plan that makes attractive the purchase of vehicles containing products from the Dayton Thermal Products Division.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This will confirm our understanding that any new hire or nonskilled employee entering into a skilled trades classification who subsequently transfers to another skilled trades classification, shall not carry the seniority accumulated on the former skilled trades classification to the new skilled trades classification. In the event such a skilled trades employee returns to a former skilled trades classification, he will be credited only with the seniority he accumulated while on the former skilled trades classification.

The current method of continuing to accumulate seniority on one or more skilled trades classifications will continue for all skilled trades employees who entered a skilled trades classification prior to December 12, 1976.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

**Employee Empowerment and  
Workplace Democratization**

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

The parties devoted much time during negotiations leading to the 1995 Agreement reviewing the noteworthy progress made jointly during the last century relative to employee empowerment and workplace democratization at the Dayton Thermal Products Plant and defining a strategy to continue and build upon the related programs and processes.

The parties acknowledged that without the full participation, support and ownership of such programs and processes by all plant employees, the results will not be what they can be and thus will negatively impact the competitiveness of the Plant.

We agreed, among other things, to continue those activities, practices and policies that have helped make the plant one that is benchmarked by Labor and Management representatives from locations across the United States and throughout the world.

We recognized that we, also, must continuously improve if we are to continue to be a recognized high performance workplace. We must support the Corporation's Mission to be the premier car and truck company in the World by the year 2000 by effectively jointly implementing processes and initiatives related to, among other things, QS 9000, the Continuous Improvement Process, the Chrysler Operating System, Process Variation reduction, synchronous manufacturing, and robust processes and design.

We must also build upon those processes already in place that are intended to help employees maximize opportunities for personal growth.

Very truly yours,  
**CHRYSLER CORPORATION**  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During these negotiations, the parties agreed that it is of utmost importance that our work force be properly trained to meet the challenge of the intense competition faced both at home and abroad. Such training and development activities must be structured so that they contribute to the competitive requirements of today's market, thus providing for the long-term job security of Chrysler employees.

To address this challenge, the parties have established the Employee Training and Development Committee. The Committee shall be comprised of three (3) representatives of the Local Union, including the President of the Local Union, and three (3) representatives of the Company, including the Personnel Manager.

The objective of the Committee is to promote the development and implementation of skill development and training activities which will contribute to the competitiveness of the Corporation and also help assure the job security and personal growth of Chrysler employees.

The Employee Training and Development Committee will have overall responsibility as follows:

- Setting policies and providing guidelines.
- Coordinating and approving requests for funding of studies, pilot programs and training.
- Monitoring expenditures for approved projects and activities.
- Providing professional and staff support for joint program development, implementation and administration.
- Providing facilities as required for joint program development, implementation and administration.

Existing Corporate training functions are available to assist in carrying out the objectives of this program. It is the intention of

the parties to rely on these assets as the primary source for providing training program development and implementation, whenever feasible.

## Funding

### A. Committee Funds

It is agreed that the Corporation will make available funding at eight cents (8¢) per straight time hours worked and nine cents (9¢) per overtime hours worked.

### B. Agreement Expiration

*In the event the parties should agree to discontinue, in whole or in part, this Letter prior to the expiration date of the new Agreement, or upon expiration, the parties shall meet to discuss any problems arising out of the termination. After reconciliation of claims, commitments, and accruals through the expiration date of the new Agreement, remaining Committee Funds shall be disposed of in such manner as the parties shall agree is consistent with the objectives of this Letter.*

## APPROVAL PROCESS

### Committee Funds

Requests for authorization to expend Committee Funds must be approved in advance by the Employee Training and Development Committee.

### Funds Utilization

The Committee Funds may only be used for joint endeavors in furtherance of the objectives of the Employee Training and Development Committee. Definite guidelines will be jointly developed and communicated subsequent to ratification. The parties are specifically empowered to review and evaluate this Letter and the guidelines and make mutually satisfactory adjustments and modifications during the term of this Agreement.

### Example of Appropriate Funds Utilization

- Tuition Assistance Program.
- Joint Employee Participation Endeavors.
- Joint Pilot Programs.
- Joint Training and Occupational Research Efforts.
- Joint Agreement Administration.
- Training efforts of active employees in job-related skills, basic education enhancement, and interpersonal skills.
- Specific studies, pilots, activities, etc. agreed to by the Employee Training and Development Committee.

- Providing training for employees where there has been a significant change in the technology.
- Providing training for employees who are assigned to new duties resulting from modified work assignment practices.
- Providing training to enhance communication and interpersonal relationship skills for Local Union officials and those members of Management who are involved in the daily administration of the labor agreement.

#### Examples of Inappropriate Funds Utilization

It is understood that funds provided to the Employee Development and Training Committee may not be utilized for contractually specified training such as apprentice training nor for funding of time off the job of designated or elected IUE representatives routine functioning in administration of the Agreements.

It is understood that nothing in this Letter or the Agreements to which it is a supplement limits the right of either party to provide or conduct education, training, and research programs on the same, similar, or other subjects.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

*Employees Temporarily Assigned to Higher Classification*

*During contract negotiations the Union asked for clarification regarding management's application of the above subject.*

The proper application is as follows:

- A. An employee who is absent from his assigned job will be replaced by the highest seniority employee from the same department who has previously held the higher classification. In cases where no employee has previously held the higher classification the replacement shall be selected by *seniority and ability to perform the job.*
- B. When employees are assigned to higher classification for a temporary period such period will not exceed 30 days. If such temporary assignment exceeds 30 days the job will be filled in accordance with Section (46) and (58) of the collective bargaining agreement.
- C. Employees who are assigned to a higher classification on a temporary basis will be paid the top rate for that classification on the basis of our current practice.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This will confirm our understanding with respect to the normal scheduling of third shift Sunday night start employees in those weeks in which a Friday holiday or a Thursday and Friday holiday fall. Where production requirements permit, third shift Sunday night start employees will be scheduled to work four (4) shifts preceding the holiday where a holiday falls on Friday and three (3) shifts preceding the holidays in a week in which holidays fall on Thursday and Friday.

When it is necessary to deviate from this understanding Management will discuss the matter with the Union prior to the scheduling of the employees.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During recent negotiations the Union asked that employees working on operations that are transferred by Management from one seniority group to another be given the opportunity to transfer with the work to the new seniority group.

Management agrees that when it transfers work from one seniority group to another, employees engaged on the specific work which Management transfers will be given the opportunity to transfer with the work to the new seniority group.

Employees so transferred will carry their full seniority to the new seniority group and their seniority in the former seniority group will be canceled.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During current negotiations, Chrysler Corporation (hereinafter the "Corporation") and the IUE Local 775 reaffirmed the necessity of providing active employees opportunities for education and training. These efforts will enable them to either reenter the work force or enhance their development. Accordingly, the parties hereby agree to continue the Tuition Assistance Plan, formerly known as the Tuition Refund Program, for all qualifying employees who wish to pursue further education and training. This plan is designed to help workers:

- who are laid off to improve their chances for reemployment,
- or who are on the active roll to enhance their opportunities for advancement.

Under this Plan, qualified employees are able to receive assistance in the form of up-front payment to licensed or accredited schools such as colleges, universities, proprietary schools or vocational institutions. The Plan permits workers to select virtually any type of vocational training or education, for their situation and goals, subject to approval by the Corporation-IUE Local 775 Employee Training and Development Committee.

## TUITION ASSISTANCE PLAN FOR LAID-OFF EMPLOYEES

### Eligibility

The participant must be a IUE Local 775 represented Corporation employee on indefinite layoff, who has recall rights under the terms of the current Corporation-IUE Local 775 P&M Agreement, and who had at least one year seniority as of the last day worked prior to layoff.

### Courses

Suitable courses are those required for adult basic education, high school completion or high school equivalency certification, university, college, business, trade or vocational school courses

or adult education classes.

### Schools

Acceptable schools are those approved by the Employee Training and Development Committee including, but not limited to those generally recognized by accrediting agencies, or under governmental education agencies.

### TYPE OF ASSISTANCE

The Plan will provide for tuition and compulsory fees to be paid directly to the school providing the course in which the applicant is enrolled. There shall be no duplication of tuition fees already covered by other state or federal education assistance plans or programs. Maximum eligibility under this Plan is \$5500 of tuition assistance while on indefinite layoff. Eligibility is established by seniority as of last day worked prior to layoff as follows:

#### SENIORITY AS OF DATE OF LAYOFF

- 1 to 3 Years \$3,500
- 3 to 4 Years \$4,500
- 4 or more Years \$5,500

The above specified amounts shall constitute an account upon which the employee may draw so long as the employee retains recall rights while on indefinite layoff. Certain changes in employment status will affect eligibility. If recall rights are lost under the terms of the Corporation-IUE Local 775 P&M Agreement, or full-time employment is accepted that would pay wages comparable to those on the former job at the Corporation, or if similar training programs are provided by a new employer, eligibility will cease. Continued eligibility will depend upon satisfactory completion of courses in which the employee has enrolled and compliance with other provisions of the Plan. In no event shall total assistance to an employee exceed \$5500 in any four calendar year period.

### TUITION ASSISTANCE PLAN FOR ACTIVE WORKERS

#### Eligibility

The participant must be an IUE Local 775 represented Corporation employee on the active employment rolls or on temporary layoff with seniority under the terms of the current Corporation-IUE Local 775 P&M Agreement.

#### Type of Assistance

The Plan will provide for tuition or compulsory fees to be paid directly to the school providing the course in which the applicant

is enrolled. There shall be no duplication of tuition or fees already covered by state or federal education assistance plans or programs. The following courses shall entitle an individual to those benefit levels specified below:

- \$2250 per year for courses at regionally accredited colleges or universities
- \$1500 per year for other job related courses
- 1250 per year for courses not related to the employee's current job assignment through acceptable schools including those accredited by recognized accreditation agencies, those approved by Government Education or Training Programs, or certain specified others. The Corporation will publish a listing of approved courses of study.

In no event shall the total amount of assistance to an employee exceed \$2250 in a twelve-month period. All courses are subject to approval by the Employee Training and Development Committee.

#### Funding

The Plan shall be funded by the Employee Training and Development Committee.

#### Administration

The Plan will be jointly administered by the Employee Training and Development Committee.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

## Attendance Recognition Award

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During the course of these negotiations the parties discussed methods of giving recognition to employees who maintain excellent levels of attendance and of motivating employees with marginal attendance to improve. Accordingly, an incentive plan, known as the Attendance Recognition Award, was agreed upon as follows.

Employees who have perfect attendance by working all available scheduled hours in the regular Monday through Friday, five day, eight hours, workweek, in any specified thirteen pay period quarter will earn a \$50 Attendance Recognition Award for that quarter. In addition, those employees who have perfect attendance in all four quarters will earn, in addition to the \$50 Award per quarter, a Special Attendance Recognition Award of \$300. Employees with perfect attendance in three of the four quarters in the calendar year will earn a \$150 Special Award in addition to the three \$50 Awards for the three quarters.

For the purposes of this Award only, perfect attendance is defined as no available hours missed for:

- a. Unexcused absences
- b. Excused absences not paid PAA - eight (8) hours
- c. Illness/Injury Absences
- d. Leaves of Absences for illness or injury

For purposes of this Award only, absences which would not disqualify an employee are:

- a. Vacation Leaves of Absence - Full week
- b. Pre-excused Absences paid PAA - eight (8) hours
- c. Jury Duty Pay
- d. Bereavement Pay
- e. Short Term Military Duty Pay
- f. Leave of Absence for Good Cause

- g. Leave for Union Business
- h. Full Shifts of Layoff
- i. Snow Days when SUB Paid
- j. Full Shifts of Layoff Due to Authorized Strike
- k. Holidays
- l. Disciplinary Layoff
- m. Second elective surgical opinion
- n. Subpoena as a witness by a State, Federal or Municipal Court or by a governmental agency or legislative body with subpoena power.

Administrative Guidelines for the Attendance Recognition Award are incorporated herein by reference.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

**LETTER (45) Attachment****1995**

<b>Quarter</b>	<b>Beginning</b>	<b>End</b>
1	Monday 12/25/94	Sunday 03/26/95
2	Monday 03/27/95	Sunday 06/25/95
3	Monday 06/26/95	Sunday 09/24/95
4	Monday 09/25/95	Sunday 12/31/95

**1996**

<b>Quarter</b>	<b>Beginning</b>	<b>End</b>
1	Monday 01/01/96	Sunday 03/31/96
2	Monday 04/01/96	Sunday 06/30/96
3	Monday 07/01/96	Sunday 09/29/96
4	Monday 09/30/96	Sunday 12/29/96

**1997**

<b>Quarter</b>	<b>Beginning</b>	<b>End</b>
1	Monday 12/30/96	Sunday 03/30/97
2	Monday 03/31/97	Sunday 06/29/97
3	Monday 06/30/97	Sunday 09/28/97
4	Monday 09/29/97	Sunday 12/28/97

**1998**

<b>Quarter</b>	<b>Beginning</b>	<b>End</b>
1	Monday 12/29/97	Sunday 03/29/98
2	Monday 03/30/98	Sunday 06/28/98
3	Monday 06/29/98	Sunday 09/27/98
4	Monday 09/28/98	Sunday 12/27/98

**1999**

<b>Quarter</b>	<b>Beginning</b>	<b>End</b>
1	Monday 12/28/98	Sunday 03/28/99
2	Monday 03/29/99	Sunday 06/27/99
3	Monday 06/28/99	Sunday 09/26/99
4	Monday 09/27/99	Sunday 12/26/99

**2000**

<b>Quarter</b>	<b>Beginning</b>	<b>End</b>
1	Monday 12/27/99	Sunday 03/26/00
2	Monday 03/27/00	Sunday 06/25/00
3	Monday 06/26/00	Sunday 09/24/00
4	Monday 09/25/00	Sunday 12/31/00

**2001**

<b>Quarter</b>	<b>Beginning</b>	<b>End</b>
1	Monday 01/01/01	Sunday 03/25/01
2	Monday 03/26/01	Sunday 06/24/01
3	Monday 06/25/01	Sunday 09/30/01

4	Monday 10/01/01	Sunday 12/30/01
2002		
Quarter	Beginning	End
1	Monday 12/31/01	Sunday 03/31/02
2	Monday 04/01/02	Sunday 06/30/02
3	Monday 07/01/02	Sunday 09/29/02
4	Monday 09/30/02	Sunday 12/29/02
2003		
Quarter	Beginning	End
1	Monday 12/30/02	Sunday 03/30/03
2	Monday 03/31/03	Sunday 06/29/03
3	Monday 06/30/03	Sunday 09/28/03
4	Monday 09/29/03	Sunday 12/28/03
2004		
Quarter	Beginning	End
1	Monday 12/29/03	Sunday 03/28/04
2	Monday 03/29/04	Sunday 06/27/04
3	Monday 06/28/04	Sunday 09/26/04
4	Monday 09/27/04	Sunday 12/26/04
2005		
Quarter	Beginning	End
1	Monday 12/27/04	Sunday 03/27/05
2	Monday 03/28/05	Sunday 06/26/05
3	Monday 06/27/05	Sunday 09/25/05
4	Monday 09/26/05	Sunday 12/25/05
2006		
Quarter	Beginning	End
1	Monday 12/26/06	Sunday 03/26/06
2	Monday 03/27/06	Sunday 06/25/06
3	Monday 06/26/06	Sunday 07/24/06
4	Monday 09/25/06	Sunday 12/31/06
2007		
Quarter	Beginning	End
1	Monday 01/01/07	Sunday 03/25/07
2	Monday 03/26/07	Sunday 06/24/07
3	Monday 06/25/07	Sunday 09/30/07
4	Monday 10/01/07	Sunday 12/30/07

Unclaimed Paychecks

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During negotiations of the collective bargaining agreement, it was evident that both parties had been satisfied with the current system of notification to the Local Union of unclaimed paychecks.

The Corporation reaffirms its intention to continue the present system of notification of unclaimed paychecks.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

(47)  
Vacation-Compensable Injury

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This will confirm that, notwithstanding the provisions of Section (85) (f) of the Agreement dated today, an employee continuously disabled from work by compensable injury or legal occupational disease that began prior to December 8, 1979, shall continue to accrue credit toward pay periods he would otherwise have been scheduled to work during the period of his compensable disability even though such employee has not worked at least one (1) pay period in the eligibility year.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

## Vacation Scheduling

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

The scheduling of vacation time for employees was the subject of a great deal of discussion during our recent negotiations. While it is difficult for Management to commit to set numbers of employees or percentages of employees to be on vacation at any given period of time, Management shall make vacation time available (not to exceed eighty (80) hours per employee) for all eligible employees during the summer months of June, July, and August where practicable.

Should the union feel that the Corporation is unreasonably applying this understanding the Union President may take the matter up with the Plant Personnel Manager.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 755, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

Notwithstanding the language of Section (87) of the Chrysler-IUE Agreement, dated July 28, 1995 when a vacation shutdown is planned, Management will provide tentative operating schedules reflecting such shutdown thirty (30) calendar days in advance.

Management will notify the Union promptly of any necessary schedule changes within the thirty (30) day period.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers AFL-CIO  
150 Held Avenue  
Dayton, Ohio 45404

Dear Sir:

It is the express policy of the Corporation that supervisory personnel are for the purpose of carrying out supervisory functions and are not expected to displace employees covered by the Agreement between our Corporation and Local No. 775, IUE-AFL-CIO.

However, both parties recognize that occasions will arise which require that supervisory personnel perform certain work in the interest of orderly and efficient operation. In the past there has been considerable misunderstanding under what circumstances supervisory personnel may properly perform such work.

Generally, this work would include cases of emergency, the failure, inability or refusal of employees to do the particular work, unforeseen circumstances that call for prompt action to avoid damage to plant or equipment or for purposes of instruction or training.

In order to reduce to a minimum any misunderstandings in this regard in the future, all alleged departures from this policy shall be immediately taken up in the following manner:

1. With the Supervisor involved.
2. If not satisfactorily disposed of, with the Area Manager.
3. With the Labor Relations Department, if necessary.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

In the negotiations of the Collective Bargaining Agreement dated today, the parties agreed that in interpreting Section (75) it is understood the Corporation shall not be required to work any employee on overtime to perform the work of an employee who is absent for a full or partial shift when such work can be performed during straight time working hours by an available and qualified employee on the affected shift.

The parties recognize that in order to properly administer the intent of this letter a good faith effort shall be made to utilize employees from the proper seniority division.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

### **Scheduled Vacations**

Dear Sir:

It is recognized that on occasion emergencies, production difficulties or other unforeseen circumstances may require changes in vacation schedules. Management will, however, make a sincere effort to insure that skilled trades employees who have vacations scheduled for the summer months are given vacations at the scheduled time.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During the negotiations leading to the Production and Maintenance Agreement today, the Union raised its serious concerns over outside contracting of skilled trades work and the use of outside contractors to perform maintenance and construction work. The Corporation raised its equally serious concern with certain restrictive work practices.

The Union expressed an interest in establishing procedures to assure maximum utilization of the Corporation's manpower, machinery and facilities.

The Corporation expressed an interest in correcting certain work assignment practices which limit the efficient performance of some skilled trades work in the Corporation's Dayton Plant.

Therefore, in the interest of resolving these inseparable mutual concerns, the parties have discussed various aspects of the problem and reached the following understanding.

#### **Contracting-Maintenance**

It is understood that employees of an outside contractor will not be utilized to replace seniority employees on production assembly or manufacturing work or maintenance work or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them when performance of such work involves the use of Corporation-owned machines, tools or equipment maintained by employees.

The foregoing shall not affect the right of the Corporation to continue arrangements currently in effect nor shall it limit the fulfillment of warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

In all cases, except where time and circumstances prevent it, the Plant Management will hold advance discussions with Union Representatives prior to letting such a contract. In this discussion management is expected to review its plans or prospects for letting a particular contract. The Union should be advised of the nature, scope and approximate dates of the work to be

performed and the reasons (equipment, manpower, etc.) why management is contemplating contracting out the work. At such times Corporation representatives are expected to afford the Union an opportunity to comment on the Corporation's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by an outside contractor on the plant premises.

Written grievances involving interpretation or application of the foregoing provisions may be presented directly to Step 3 of the grievance procedure.

#### **Equipment Rental**

The Corporation further stated that when the lack of equipment is the only factor upon which the decision turns to let work to an outside contractor, the Corporation will first give proper consideration to renting or leasing such needed equipment provided it is readily available at a cost which, when added to other factors, does not exceed the cost of having the work performed by an outside contractor.

#### **Warranty and Service Agreement**

On the matters of warranty and service agreements, the Corporation cannot agree to any limitation or restriction on its right to enter into such agreements. However, in making decisions as to the need and duration of such agreements, the Corporation will give proper consideration to the operating needs of the business, the efficiencies and economics involved and all other relevant considerations, including the effect of the decisions on its skilled trades maintenance employees. Upon expiration of a warranty agreement, management will consider assigning such repair work to the plant skilled trades employees. In cases where management is contemplating placement of a service contract, the notice and discussion provisions usually applicable to Outside Contracting shall be utilized.

#### **Contracting - Tool and Die**

In our negotiations leading to the Agreement dated today, discussed in great detail tool and die contracting by the plant. As we have pointed out to you, there are many and varied factors that may influence any particular decision to make or buy. We do not believe it is feasible to list general criteria. However, the Union has stated in our discussions that it recognizes a number of them, such as the need, among other things, to contract work that requires specialized tools and equipment and special skills and the necessity of meeting production schedules, model changes and rearrangement deadlines. In view of the foregoing, we have

advised you that the plant cannot agree to any limitation or restriction on its right and responsibility to decide whether to make tools, dies, models, jigs or fixtures or to buy them. We assure you, however, that when journeymen skilled trades employees in the toolmaking trades of the plant are on layoff for any reason or become laid off as a result of the plant's contracting out work involving the fabrication, maintenance or repair of tools and dies, and of the kind normally performed by such skilled trades employees in the plant, the Skilled Trades Representative of the plant, on request, will meet with the Skilled Trades Representative of the Union to discuss, and provide information relative to, plans the plant is formulating and decisions it is contemplating concerning such contracting. A good faith effort will be extended by the parties to find solution to the problems discussed in these meetings.

### **Work Assignment Practices**

The International Union, IUE, recognizes that certain work assignment practices exist which limit the efficient performance of some skilled tradesmen and that such inefficient practices must be corrected. The International Union will assist Local 775 IUE-AFL-CIO and Plant Management to achieve this objective.

The skilled trades committeeman and the area manager shall endeavor to correct these inefficient work assignment practices in a cooperative and non-adversarial manner. If, however, agreement cannot be reached, the matter may be referred to the Skilled Trades Representatives of the International Union and of the Corporate Union Relations Staff, who shall jointly review the matter and assist in resolution of the issues in dispute.

In those cases where corrections are made, the Corporation will retain existing work or, where appropriate, return to the bargaining unit work which had previously been contracted out. Further, improvements in plant operations that may result from more efficient work assignments will not result in the indefinite layoff of affected Journeymen who the parties agree may, in such circumstances, be used on other work. It is understood this application shall not adversely affect the seniority provisions pertaining to skilled trades employees. However, factors such as schedule or volume changes, technological improvements and other changes not related to more efficient work assignments, may continue to result in reductions or increases in the number of employees required.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This will confirm our understanding that the Union Work Center is solely for the use of the Chief Steward, the Benefits Plan Representative, Health and Safety Representative, and the Time Study Representative. All other union representatives are prohibited from using the Union Work Center except when it is necessary to interview a discharged employee. Any unauthorized employee, including Stewards, found in violation of this agreement shall be subject to immediate discipline, up to, and including discharge.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45405

Dear Sir:

*This will confirm our understanding with respect to certain provisions applicable to employees classified on classification numbers 5570, 5600, 5670, 5678, and 6195 under the Skilled Trades classification structure.*

1. Skilled Trades Journeymen or Permanent Employees on the former classifications listed under the new classifications set forth above shall, be required to complete required training assignments in order to retain the new classification and rate.
2. The effective date of the new Skilled Trades classification was August 4 , 1988.
3. The parties agreed that prior to required training being completed, layoff and recall and the exercise of shift preference for employees classified on the new classifications set forth above shall be in accordance with the former classification held as of the date immediately preceding the effective date of the new Skilled Trades classification structure and the seniority date applicable to said former classification.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

The parties agree that a well-trained workforce is necessary if Dayton Thermal Products is to be able to compete in the global marketplace.

Accordingly, the parties agree to jointly seek financial and other assistance to supplement training programs otherwise provided for in the Agreement with funding and training programs available from several governmental and non-governmental agencies.

*Very truly yours,*  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

## Employee Assistance Program

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

Chrysler Corporation and IUE Local 775 continue to recognize that alcoholism and drug dependency are health problems which may be successfully treated, given early identification and appropriate rehabilitation therapy. Furthermore, as with alcoholism and drug dependency, emotional disorders and serious personal problems can adversely affect job performance.

It is in the Corporation's and Union's mutual interest to provide a framework within which IUE-represented Chrysler employees voluntarily and confidentially may seek professional counseling, treatment, or their assistance to address such problems. Similarly it is in the parties' interests to generally encourage, educate and otherwise help employees pursue more healthful life styles. Working together the Union and the Corporation can achieve common goals in those areas. In this regard, the parties accordingly have established a new joint Employee Assistance Program.

The new Program provides for: (1) early identification and voluntary assessment of seniority employees having alcoholism or other drug dependency problems as well as emotional disorders or serious personal problems; (2) referral of such employees for professional diagnostic evaluation, counseling or treatment; and (3) appropriate follow-up on their counseling or rehabilitation progress. While the Program's primary purpose is to assist employees having such problems and help Union and Management Representatives deal effectively with such situations, it also allows employees to obtain information about available counseling or treatment referral services for immediate family members having such problems.

Employees with alcoholism, drug dependency, emotional or personal problems will be able to seek help voluntarily without having to be concerned that their employment status will be affected because they have sought help for such problems. Such employees, however, would continue to be subject to the same

standards of performance and conduct expected of any other employee, irrespective of participation in the Employee Assistance Program. Employees requiring a leave of absence for the treatment of health problems will be issued such leave in accordance with the provision of the Collective Bargaining Agreement. Insurance benefits, if any, for the treatment and the absence will be determined in accordance with the Agreement.

Proposals and requests for funding concerning delivery of local programs and related services under the Program will be reviewed and subject to approval by the Employee Training and Development Committee. In reviewing such proposals, consideration will be given to the availability of funds and proposal consistency with the Program's objectives.

A joint local Employee Assistance Program committee will be established. This committee will be comprised of the Plant Manager or a designated representative of department manager level and the Union President or a designated representative who must be a member of the Union Bargaining Committee. The function of this committee is to coordinate Program activities, consistent with the provisions of this letter.

It is understood that nothing contained herein or in the existing of future statements concerning the Employee Assistance Program or steps taken to implement its programs and related services shall be construed or interpreted as constituting a waiver of either the Corporation's or the Union's right or responsibilities under the Collective Bargaining Agreement, nor is the Program intended in any way to create for any employee any enforceable obligation against the Corporation, the Union, or their representatives.

In addition it is the parties' intent that any programs, approaches or related services to be provided under the Employee Assistance Program are not to be construed as benefits or insurance programs.

Finally, the Grievance Procedure set forth in the Collective Bargaining Agreement shall have no application to, or jurisdiction over, any matters related to the Program.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This will confirm the understandings reached in connection with your request during negotiation of the 1988 Agreement between Chrysler Corporation and its Dayton Plant and the International Union, IUE and its Local 775 to make deductions for voluntary political contributions from the paychecks of hourly employees at the Dayton Plant represented by your Union.

1. The International Union, IUE - Local 775 (hereinafter the "Union") will furnish to the Corporation for each employee for whom a deduction is to be made an Authorization Card signed by the employee containing the following information:

- (a) Name and Address
- (b) Plant Number
- (c) Department Number
- (d) Social Security Number
- (e) Local Union Number
- (f) Amount to be deducted each month.

Incomplete or incorrectly completed cards will be returned to the designated party for correction.

2. The Corporation will make such authorized deductions from checks for the third pay period ending in each month.

3. A deduction not made in one month will not be carried forward to a subsequent month.

4. Each month the Corporation will issue a single check to the addressee as designated by the Union for deductions made in the preceding month.

5. A list will accompany each check which shows the Name, Plant Number, Department Number, full Social Security Number, Local Union Number and the amount deducted for each employee whose deductions are included in the check.

6. The Union will pay the Corporation the following:

- (a) A monthly fee of one hundred dollars (\$100.00) for computer and machine time; and
- (b) An amount equal to sixty dollars (\$60.00) for each 1,000 new authorizations, changes or cancellations.

7. Each month the Corporation will bill the Union for the amounts owed for the preceding month, which bill shall be paid in the month following the month in which billed.

8. The amounts set forth in Paragraph 6. above are estimates and may be increased or decreased by the Corporation from time to time as experience dictates, upon notice to the Union.

9. Employees who wish to cancel their authorizations for payroll deductions will sign a card supplied by the Union for that purpose. Refunds will be the responsibility of the Union.

10. The Union will forward all signed authorization cards and cancellation cards under a single separate document transmitted to the addressee as designated by the Corporation.

11. The Union will indemnify and hold harmless the Corporation from any and all liability or claims including liability or claims arising from administrative error resulting from the deductions provided for in this Letter Agreement.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Held Avenue  
Dayton, Ohio 45404

Dear Sir:

This will confirm our understanding with respect to the Schedules of Work Processes contained in the Apprentice and Apprentice Standards Agreement.

The parties recognize that the new Skilled Trades classification structure requires a review and revision of the Schedules of Work Processes applicable to Apprentices who enter Apprenticeship during the terms of the 1995 P&M Agreement. Accordingly, the parties agree that within six (6) months of the effective date of the 1995 P&M Agreement, the Joint Apprenticeship Committee will discuss the changes necessary and recommend implementation of new schedules.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During the current negotiations the parties discussed at length concepts that would be required to insure our future viability as a plant. These concepts included incidental work and other basic responsibilities of all employees.

The parties agree that all employees shall be required to perform various duties and assume basic responsibilities except when management elects to assign such work to other employees. Such work includes, but is not limited to:

- Performing quality work including:
  - Discarding and not installing or processing obviously defective parts and materials.
  - Checking own work.
  - Correcting known defects when time permits.
  - Informing appropriate personnel of defects when time is unavailable to make corrections by attaching defective material tags and/or noting defects on applicable documents.
- Maintaining immediate work area and equipment including:
  - Sweeping and picking up packing materials, scrap and other debris.
  - Cleaning tools and equipment.
- Instructing employees new to job how to properly perform their work, including:
  - Operating machines and equipment safely.
  - Using prescribed methods and following regular sequence.
- Performing miscellaneous administrative duties incidental to job including:

- Preparing routine records and reports.
- Taking counts.
- Assisting to maintain machines and equipment in proper working order by performing such incidental work as:
  - Dressing welding tips.
  - Making minor repairs and adjustments not requiring skills of trade employees.
  - Informing appropriate personnel of major maintenance requirements.
  - Assisting repairers to correct machine and equipment malfunctions.
- Operating data entry equipment and other automated information processing devices such as:
  - Remote computer terminals.
  - Hand-held data collectors.
- Participating in work team activities including:
  - The establishment of work team goals and objectives and the measurement criteria related to same.
  - Expending maximum effort toward and being accountable for the attainment of work team goals and objectives.
  - Actively being involved in and providing maximum support for programs and processes related to plant competitiveness including, but not limited to, the continuous improvement process, the Chrysler Operating System, gainsharing/goal sharing, QS9000, process variation reduction, synchronous manufacturing and robust processes and design.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During the negotiations leading to the current agreement the parties discussed the concept of "a fair day's work for a fair day's pay" and its relationship to work standards.

Notwithstanding Section (42) of the current agreement, in the event that the parties identify problem operations which inhibit the plant's ability to remain competitive, existing work standards may be revised and implemented on the basis of fairness and equity to increase the productive use of available time for producing quality parts and, where applicable, to give recognition to process and machinery changes.

When a standard is revised in accordance with this Understanding, it shall remain unchanged unless and until the operation is altered as a result of changes in method, layout, tools, equipment, materials or product design. Any deviation from this paragraph shall be implemented only with the concurrence of the Union Time Study Representative.

Consistent with the parties mutual intent to be competitive, all employees will devote maximum effort to the improvement and development of production processes that enhance the competitive position of the Dayton Thermal Products Plant.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

The Corporation and the Union agree to direct their best efforts toward the full utilization of employees. The parties recognize that full utilization requires that each employee exert a normal work effort that is fair to both the employee and the employer. Furthermore, such work effort must be in accordance with efficient work practices. To this end the parties affirm their commitment to observing efficient work practices in keeping with the principles stated in the current P & M Agreement.

In order to clarify what constitutes efficient work practices, the parties recognize that many tasks are properly performed within the scope of two or more classifications. In other instances under the following circumstances, employees, in order to complete a principal assignment, may properly perform complementary or incidental tasks or series of such tasks that if performed separately may be regularly assigned to a particular classification:

- (1) the time required in relation to the principal job is fairly short. A minor task or a series of minor tasks performed over the duration of the principal job also constitutes incidental work even though the cumulative time is fairly long.
- (2) The employee has the capability, e.g., the ability to weld;
- (3) and the work can be performed safely.

The following is an example of efficient work practices:

A Millwright is assigned to replace a coupling on a conveyor. The job requires pulling back a motor, removing the brake and uncoupling an air line to gain access to the coupling. It would be expected that the Millwright perform each of these incidental tasks without relying on another Trade or Trades.

A Jobsetter is assigned to clean and calibrate burner nozzles. The job requires the removal and reinstallation of nozzles to be

cleaned and calibrated. It would be expected that the Jobsetter perform these incidental tasks without relying on another classification.

The parties agree that the objective of efficient work practices is getting the job at hand completed as quickly as possible. Everyone should work as a team member for the common welfare of all.

Disputes arising from the above understanding may be referred to the Chairman of the Shop Committee and the Labor Relations Supervisor pursuant to the work assignment practices and shall not be subject to the grievance procedure.

*Very truly yours,*  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Head Avenue  
Dayton, Ohio 45404

Dear Sir:

During these negotiations the Union expressed its deep concern over outside contracting matters which are addressed in Letter 53, "Skilled Trades". In particular, the Union cited failure to follow the advance notice and discussion provisions for said letter.

In response to the Union's concern, the Corporation informed the Union a communication would be sent to Manufacturing Engineering, Procurement and Supply, and related Management personnel following negotiations which would read as follows:

"During the current agreement we have experienced many problems in handling contracting matters."

"In many instances the root cause of the problem is lack of communication. The P & M Agreement currently requires timely meetings in advance of the decision to contract work normally and historically performed by Dayton Thermat Products Plant skilled trades employees."

"We are informed that meetings with Local Union Representatives relative to contracting are often held after the contract has been let and insufficient useful information is provided to the Union for them to consider and make appropriate comments relative to Management's plans."

"The Corporation intends to achieve world-wide competitive status utilizing not only the skills of our employees, but also the suggestions and ideas of the people and the Union as to how work can best be accomplished at the lowest possible cost with the highest possible quality and on time."

"This approach to managing the business should be utilized at all levels: production, skilled and technical. Obviously such discussions should be held in a timely manner with appropriate Management and Union personnel."

"Accordingly, please assure that adequate information about each contract for the performance of skilled trades work covered by

the contracting provisions of the Agreement is supplied the Personnel Department in a timely manner. Approval by a Personnel Department Representative, prior to the contract being let to an outside firm, but after determination that discussions have been satisfactorily completed, shall be required."

"There are numerous examples where complete, advance communications with the Union and the skilled trades employees has resulted in important projects being completed on a competitive basis in terms of quality, cost and timeliness. The result has been a feeling of pride of accomplishment shared by the Union, employees and the managers."

"Relationships can only be improved by open, frank communications in all areas, particularly in carrying out our contracting responsibilities."

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

**Skilled Trades Contribution  
to Competitiveness**

**Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, OH 45404**

**Dear Sir:**

During negotiations leading to the 1995 Agreement there was much discussion regarding the role that skilled trades employees can play in the attainment of plant competitiveness.

In negotiations leading to previous agreements, Management advised the Union that real plant competitiveness would not be possible unless skilled trades employees participated in and endorsed such things as continuous improvement, the elimination of lines of demarcation and the performance of incidental work.

In our most recent negotiations the Management cited examples of skilled trades practices that are counterproductive to plant competitiveness that must be addressed and, in some cases, eliminated.

Accordingly, a joint committee comprised of three representatives of both the Management and the Union will meet during the 60 days following Notice of Ratification with the intention of identifying skilled trades-related practices and contractual language that must be eliminated, changed or deleted if the plant is to become competitive.

The parties agreed that Letter No. 18 shall be utilized to effectuate any changes.

**Sincerely,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager**

**Accepted and Approved:  
By Wesley Wells**

Employee Assistance  
Program Representative

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This will confirm our understanding that IUE Local 775 may appoint an Employee Assistance Program (EAP) Representative from among those employees who have seniority under the current P & M Agreement and who is at the time of the appointment at work in the plant. The President of IUE Local 775 will advise the Personnel Manager in writing of the name of the appointee. The EAP Representative shall not function as such until the Personnel Manager is so advised. The EAP Representative shall serve an indefinite term and shall be replaced only with the concurrence of the President of IUE Local 775 and the Personnel Manager.

The maximum number of hours per week in which the EAP Representative will be allowed to perform his functions shall be twenty (20) hours.

1. The duties of the EAP Representative, working with a designated Management representative, are to:
  - assist in the identification, education, referral and follow-up of employees with problems which adversely affect job performance and/or attendance relating to alcohol and drug dependencies, emotional disorders or personal problems while assuring requisite confidentiality standards are observed;
  - act as liaison with appropriate members of line supervision, labor relations, plant medical, other union representatives, and with the mental health/substance abuse managed care program;
  - assist in evaluating the effectiveness of various programs, plans and services;
  - participate in any formal employee assistance training/instruction programs and review and make recommendations to the management representative concerning program content;

- assist in coordinating and implementing various program applications.
2. The EAP Representative shall be subject to the following:
- (a) It is understood that the EAP Representative has a regular job to perform and that he will advise his Supervisor on each occasion when it is necessary for him to leave his regular job in order to function as an EAP Representative.
  - (b) It is understood that the EAP Representative will be paid only for such time spent in performing his functions as occurs during the time when he is otherwise scheduled to work.
  - (c) The designation of such time shall be made by mutual agreement between the Labor Relations Supervisor or his designated representative and the EAP Representative.
  - (d) The EAP Representative will not be scheduled for Saturday, Sunday, holiday or daily overtime work except as a regular employee in his department and when so scheduled shall not perform his function as an EAP Representative.
  - (e) The privilege of the EAP Representative to perform his duties during regular working hours without loss of pay is subject to the conditions (i) that hours off the regular job are to be preplanned and mutually agreed upon with the Labor Relations Supervisor or his designated representative, (ii) that the time be devoted to the prompt handling of matters which are proper pursuant to the terms of the Employee Assistance Program and the privilege shall not be abused, (iii) that if it is necessary for an EAP Representative to speak to an employee, prior arrangements will be made with the employee's Supervisor to do so, and (iv) that the EAP Representative will do the work to which he is assigned at all times except when it is necessary to leave work to handle his duties as the EAP Representative.
  - (f) The EAP Representative shall be assigned to the first shift. By mutual agreement with the Labor Relations Supervisor or his designated representative, the EAP Representative may adjust his starting time to be available to perform his duties on the second or third shift, in which case Sections (68) and (69) shall not be applicable to him.

(g) The plant will make available to the EAP Representative an office and related equipment which allows for the conduct of confidential matters relating to the Program.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
*Personnel Manager*

Accepted and Approved:  
By Wesley Wells

(66)  
Modification Skilled Trades  
Classification Structure

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During the 1995 P & M negotiations, the parties discussed at great length the efficiencies that may be realized by reason of the modification of the skilled trades classification structure and the effect that this might have on the current skilled trades work force.

The Union was advised that the modification of the skilled trades classification structure would not result in the indefinite layoff of journeymen or skilled trades permanent employees currently on roll. The intent is that any such employees made available due to efficiencies realized by reason of the modification of the skilled trades classification structure would be assigned to preventative maintenance operations. The parties agreed, however, that factors such as schedule or volume changes, technological improvement, attrition and other changes not related to the aforementioned efficiencies, may continue to result in reductions or increases in the number of employees required.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Department

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775 International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During negotiations leading to the 1995 Labor Agreement, the Company advised the Union that it has a vital interest in maintaining safe, healthy and efficient working conditions for all employees at the Dayton Thermal Products Plant. The Company reminded the Union that being under the influence of a drug or alcohol at the work place poses serious safety and health risks not only to the user but, also, to all those who work with or near the user. Additionally, the unauthorized use or possession of, or trafficking in, drugs or alcohol also poses unacceptable risks for the Company and the employees.

Accordingly, the Company advised the Union that it will implement the following described policy at the Dayton Thermal Products Plant and compliance with same will be a condition of employment for all Plant employees. The policy is intended to guide management in preventing and detecting the unauthorized use or possession of, or trafficking in, drugs or alcohol. The policy also describes the assistance available to employees and will guide supervisors in taking disciplinary action where appropriate.

The following, therefore, is the Dayton Thermal Products Plant Substance Abuse Policy:

1. The Company does not condone, support or approve the unauthorized use or possession of, trafficking in, or being under the influence of, illegal drugs or alcohol on Company property or while engaged in Company business.
2. The Company will maintain pre-employment screening practices designed to prevent hiring applicants who use illegal drugs or alcohol, or applicants whose use of drugs or alcohol would be inconsistent with effective and safe job performance.
3. The Company will maintain practices designed to detect the presence of drugs or alcohol in employees. Accord-

ingly, the Company may conduct physical testing, including urine screening and blood sampling, inspections of lockers and vehicles and searches of persons, based on reasonable suspicion that an individual is using, possessing, trafficking in, or working under the influence of, drugs or alcohol, or is suffering from impaired or diminished capacity as a result of drug or alcohol use. The Company will endeavor to protect the confidentiality of the results of any physical testing performed on an individual.

4. The Company encourages its employees who may be abusing drugs or alcohol to seek and complete treatment in a recognized rehabilitation program consistent with Letters (2) and (3) appended to the 1995 Labor Agreement.
5. The Company encourages all employees to report the unauthorized use or possession of, alcohol or drugs on Company property or while engaged in Company business.
6. The Policy protests employees who use drugs under the supervision of a licensed health care professional, or whose use of drugs is authorized by law, except to the extent such uses impair job performance or constitute a direct threat to the safe and efficient operation of the Company.
7. Employee shall, if physically possible, notify the Company if convicted of any criminal drug statute violation occurring in the work place no later than 5 days after any such conviction.

It is understood that any employee who refuses to submit to a physical test, search or inspection pursuant to the aforescribed Policy, or any employee who is using, possessing, trafficking in, or working under the influence of, drugs or alcohol, or who is suffering from impaired or diminished capacity as a result of the use of drugs or alcohol, may be subject to disciplinary action up to and including discharge from employment.

The aforescribed Policy is not to be construed as an employment agreement, does not restrict the at-will employment policy of the Company where appropriate, and does not enlarge the remedies or benefits otherwise available to an employee of the Company.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

(68)  
Health and Safety  
Training Programs

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

It is understood, the Corporation will make available to the Dayton Plant members of the Local Joint Committee on Health and Safety, training programs jointly developed by Chrysler and the UAW to enhance safety awareness, hazard recognition, and technical skills of the Dayton Plant employees.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

(69)  
Addition of Shift  
and Product Launch

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This will confirm our understanding that notwithstanding the provisions of Sections (55) and (60) of the current P & M Agreement, in the case of a product launch or in the event that a new shift is added, there will be a six (6) month moratorium on the exercise of shift preference and on transfer under Section (55) for employees in the department or departments affected.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During the negotiations of the Collective Bargaining Agreement dated today, the parties discussed credited service for those employees who lost seniority due to Section 4B(e) and were subsequently rehired.

The Corporation does not intend to grant credited service for time not otherwise covered under the Pension Plan.

However, if the Corporation does provide such an adjustment through bargaining with any other bargaining unit during the term of this Agreement, we will make a like adjustment at Dayton Thermal Products.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This is to confirm the discussions of the parties relative to product and employment opportunities that may materialize during the term of the Agreement and in years that follow because of, among other things, Dayton Thermal Products (DTP) joining forces with other firms having technical expertise needed by DTP.

You will recall that during our meetings it was repeatedly asserted that DTP is a supplier plant that must compete against other U.S. and international plants in terms of quality, cost, productivity and technology and no management representative could provide the Union with definitive, long-term product commitments or guarantees. Further, you were advised that the potential product opportunities had various probabilities of attainment ranging from low to high but would be pursued with vigor. It was also explained that one of the companies we will become partners with to gain needed engineering expertise required as part of a partnership that we commit to the manufacture of a portion of heater cores and unit assemblies for some vehicles to be produced after 1992 in their facilities.

You advised us that although you hoped employment levels would not suffer, especially if some opportunities could be converted to jobs, that the Local Union is willing to share in the risks necessary to hopefully improve employment security.

You said it was clear to you and most members of the Local Union that without the technical involvement of a partner or partners, DTP has little chance of survival in the future.

We have reviewed and provided you with a copy of the listing of potential product opportunities. The listing suggests that, although there may be some variations in employment levels during the term of the Agreement, if DTP is the successful bidder on most of the opportunities we have identified, there may be little or no effect on employment levels and the possibility does exist to have employment levels at a point in the future higher than

those at the current time.

Management also said that the reviewed product opportunities did not include "aftermarket" considerations which could have an even more positive effect on employment levels in future years.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During discussions leading to the 1995 Agreement, the parties devoted much time to discussions of those things necessary to compete successfully in today's global market. One conclusion was that job security will be difficult to attain and sustain unless a program based upon "shared destiny" continues.

The parties discovered during our analysis of competitive data that there is reason to believe that the productivity and quality levels of our competitors appear to be greater than those at Dayton Thermal Products, (DTP). Additionally, the average total wage and benefit levels of our competitors are generally lower than those in effect at our facility. The just described data suggests that a "shared destiny" strategy is necessary if the facility is to be competitive.

Parts of the "shared destiny" strategy are found throughout the new agreement. The parties concluded that greater flexibility is essential. The parties agreed that fewer classifications with work assignments being redesigned and employees given additional training so they can perform more varied assignments or jobs at higher skill levels is necessary. The parties agreed that past practices which adversely affect quality and/or productivity should be modified. The things the parties agreed to do are an extension of the competitive teams that are already in place and working well.

After talking with and reviewing the work of several consultants and comparisons of our competition's wage rates and benefits, the parties agreed that the traditional forms of employee compensation should be replaced with one providing for contingent compensation since traditional pay methods only add to the cost of labor while at the same time doing nothing to improve such things as productivity, quality, machine utilization and "up time", reducing scrap, inventory and material costs. The parties agreed that all plant employees should share in payouts that result from our joint determination...our "shared destiny". The

parties agreed to continue what will henceforth be called the Employees Sharing in Profits, Growth and Job Security through Gainsharing Programs (ESP).

The parties agreed that it would not be in the best interest of the Dayton facility or its employees to continue a gainsharing program only because it was successful at some other location under different circumstances. Instead it was agreed to form a committee comprised of persons from not only Local No. 775, IUE, but also Local No. 758, IUE, and the professional and administrative roll to work on the mechanics of ESP so that the contingent compensation program could be effective for any included gains after the effective date of this Agreement. It was agreed that the planning group/review board should include persons from all employment groups since it would be supportive of our "shared destiny" philosophy and the inclusion of all persons would do much to encourage commitment to the intent of the program. The parties agreed that the membership of the planning group/review board will be equally divided between represented and non-represented employees and will include the Plant Manager, Personnel Manager, Labor Relations Supervisor, the President, Vice President, Chief Steward and Gainsharing Coordinator of Local Union No. 775, IUE, plus five others, including the President and Vice President of Local No. 758, IUE, two persons appointed from the plant professional and administrative employees and one person appointed from the plant management group. The parties agreed that the planning group/review board may utilize the services of a recognized gainsharing consultant, if necessary, with funds for such consultant and the later employee information program or other such required services to be paid from the joint training funds. Also, the planning group/review board may employ the services of a mutually agreed upon auditing firm on a yearly basis to assist it in the determination of the program payout with charges for such auditor and/or any other administrative expenses being a proper charge(s) against the gainsharing fund.

The parties agreed that the planning group/review board, working with a charter that if DTP is to be a viable facility it must become and remain competitive in terms of such things as productivity, quality, and costs, will formulate a program that will include at least the following components:

- The formula for measuring group performance.
- The baseline against which improvements in the formula will be compared.
- The share arrangement or methodology for dividing the gains between the organization and the employees with the employee share to be no less than 50% of the compos-

its gain after giving consideration to any capital improvements needed to produce the gain, and a deficit reserve to be paid in those periods when actual costs exceed allowable costs so as to reduce the risk to the participants.

- The payout frequency.
- The payout distribution method.
- A provision for distribution of the deficit reserve at the termination of the plan.
- Eligibility rules (based upon an understanding that any plant employee otherwise eligible to receive contingent compensation under any other Corporate plan shall not be eligible for ESP payments).

The planning group/review board, as part of its deliberations leading to establishment of the gainsharing formula, among other appropriate things, will review DTP:

- Fixed and variable costs;
- Earned hours vs. actual hours;
- Error rate, rejects and scrap costs;
- Quality audit results;
- "On time" delivery; and
- Labor costs.

The planning group/review board may recommend investment in product research and development, and investment and product-related new equipment, giving consideration to acceptable payback considerations.

The planning group/review board also has the responsibility to: engender commitment for ESP from employees at all levels and from all employee groups; provide for the development and accumulation of simple and accurate accounting information for employee review; and urge employees to eliminate mistakes, improve teamwork, cooperation and communication.

Once adopted, ESP can be amended in the first instance two years after the effective date of the program and annually thereafter following a majority vote of the planning group/review board.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

This will confirm our agreement that the current formula utilized in the Gainsharing Program (ESP) will remain in effect through December 31, 1995. A more goal based formula shall be established effective January 1, 1996. However, if such a formula is not established on the effective date, the new jointly established formula, once configured, shall be made effective retroactive to January 1, 1996.

The parties further agree that effective communication is required to ensure employee comprehension and understanding of the new formula. To this end, the Board of Administration's Gainsharing Facilitators will be charged with developing easily read and understood descriptive materials to explain the new formula. It is expected the plant CEN system will be used as a tool to effectively communicate and enhance understanding of the new formula.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During these negotiations, the Union requested the Corporation to agree that any sale of the Dayton Thermal Products Plant as an ongoing business would require the buyer to assume the 1995 Collective Bargaining Agreement. The Corporation agreed to do so in the case of any such sale during the term of the 1995 Agreement.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

Discussions relative to future job security consumed a great deal of time during negotiations leading to this Agreement. In particular, the parties discussed the several things necessary to be designated as "a preferred supplier" by Chrysler Corporation and the requirements to retain such a designation.

The parties have agreed that attainment of such a designation and the retention of same will require the plant to be and remain competitive in the world marketplace in terms of quality, cost, productivity and technology.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

In keeping with our understanding, Management agrees to arrange a procedure that assures that seniority employees shall have an opportunity to refer an applicant for general factory employment opportunities at the Dayton Thermal Products Plant.

During the term of the current Agreement, it is understood such applicants must pass the standard aptitude tests, physical examination and in all other respects meet the hiring standards of the Dayton Plant. General factory employment opportunities will be offered to those applicants who meet the above qualifications giving recognition to affirmative action and other Federal and/or State laws or regulations and goals or special skills requirements of the Dayton Plant.

It shall be the responsibility of the Union to insure that employees who wish that their referrals be considered for employment furnish the names, social security numbers, addresses, telephone numbers and other required information of such potential applicants to the Dayton Thermal Products Plant Employment Office within ten (10) days of ratification of the current Agreement and yearly on that date thereafter until the expiration of the Agreement.

In addition, a Review Board consisting of the Personnel Manager and the Labor Relations Supervisor for the Company and the President and Chief Steward for the Union, or their designated representative, shall be established to monitor the application of this Referral Agreement. Management agrees that where it has declined an employment opportunity to an applicant as described above, it will, upon request, review its reasons with the members of the Review Board.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During the current negotiations, the parties agreed to arrange a procedure that assures dues paying Dayton Thermal Products Plant retirees the opportunity to refer applicants for general factory employment opportunities at the Dayton Thermal Products Plant. It is understood that subject applicant referrals shall be limited to one (1) applicant for every four (4) general factory openings at the Dayton Thermal Products Plant.

In keeping with our understanding, Management agrees to arrange a procedure that assures that seniority employees shall have an opportunity to refer an applicant for general factory employment opportunities at the Dayton Thermal Products Plant.

During the term of the current Agreement, it is understood such applicants must pass the standard aptitude tests, physical examination and in all other respects meet the hiring standards of the Dayton Plant. General factory employment opportunities will be offered to those applicants who meet the above qualifications giving recognition to affirmative action and other Federal and/or State laws or regulations and goals or special skills requirements of the Dayton Plant.

It shall be the responsibility of the Union to insure that employees who wish that their referrals be considered for employment furnish the names, social security numbers, addresses, telephone numbers and other required information of such potential applicants to the Dayton Thermal Products Plant Employment Office within ten (10) days of ratification of the current Agreement and yearly on that date thereafter until the expiration of the Agreement.

In addition, a Review Board consisting of the Personnel Manager and the Labor Relations Supervisor for the Company and the President and Chief Steward for the Union, or their designated representative, shall be established to monitor the application of this Referral Agreement. Management agrees that where it has declined an employment opportunity to an applicant as

described above, it will, upon request, review its reasons with the members of the Review Board.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

**Organizational Effectiveness**

**Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404**

**Dear Sir:**

**During the negotiations of the Collective Bargaining Agreement dated today, the parties agreed to actively support and fully embrace Letter (62) - Efficient Work Practices and Letter (60) - Employee Responsibilities.**

**Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager**

**Accepted and Approved:  
By Wesley Wells**

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During negotiations leading to the Labor Agreement, the parties discussed the integral role the Dayton Thermal Products' joint venture partner plays in the job security of plant employees.

The parties have agreed to meet with joint venture representatives to discuss the history of the bargaining relationship, those positive steps that have occurred in the past and what the parties are committed to do to continue making the plant even more competitive.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775 International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

The parties devoted much time during negotiations leading to the 1995 Agreement examining the Plant's Workers' Compensation Program with the intention of streamlining its administration including case management and the return to work of some persons with partially limiting injuries.

During such discussions the parties agreed to:

- Fully utilize the current placement process which would allow the placement of all employees who have been injured at work and are reportedly unable to fully perform the full range of responsibilities of their classification, so long as the employee has the seniority to work in the plant.
- Endeavor to reduce cost through the establishment of streamlined medical case management, with the support of and input by the Union.
- Share the demonstrable reductions in workers' compensation and related benefit costs under the provisions of the gainsharing/goalsharing system, consistent with a formula to be approved by the Gainsharing/Goalsharing Board of Administration for savings recorded after January 1, 1996.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During the negotiations of the 1995 Collective Bargaining Agreement, the parties agreed that all employees hired on or after April 1, 1985, shall acquire eligibility for the following provisions upon the first day of the 84th month following the month employment commenced.

- Short-Term Military Duty
- Jury Duty
- Funeral Absence

Tuition Assistance shall be available upon the completion of one (1) year of service for all employees hired on or after April 1, 1985.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During discussion of Section (58)-Promotions, the parties agreed to implement a process that will ensure employees have the requisite skills to perform the full range of duties associated with a classification.

The parties will meet within ninety (90) days of the effective date of the Agreement to begin to put in place such a process.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During negotiations, the parties discussed just how important the hiring of select, motivated employees is for the competitive future of the plant.

Accordingly, the parties have agreed, to the extent not in conflict with applicable law, that, as part of the pre-hire process, interested applicants will be required to participate in an up to 32-hour orientation program, which will be conducted on the applicants' own time.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

The parties have agreed that there is a need to create an environment conducive to the infusion of "new work" at the Dayton Thermal Products Plant. The parties have agreed that "new work" shall include the manufacture and/or assembly of:

- Those part numbers that are not the direct replacement for part numbers now being produced for current car lines;
- Any product(s) never produced at DTP;
- Any product(s) similar to those produced at DTP which are currently produced by other plants or vendors;
- Any product(s) for aftermarket distribution;
- Any product(s) formerly produced at DTP but at the time of this agreement are produced at other plants or vendors; and
- Any non-automotive or non-traditional work.

In the event there is a question as to whether or not work is "new work", the Union Time Study Representative and the Manager of Industrial Engineering shall make every effort to resolve the matter. Any unresolved questions may be raised by the President of the Local Union with the Manager of Personnel.

Very truly yours,  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

Mr. Wesley Wells, President  
Local No. 775, International Union  
of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
150 Heid Avenue  
Dayton, Ohio 45404

Dear Sir:

During negotiations leading to our new Labor Agreement, we agreed to a unique dispute resolution procedure to be utilized after the fifth year of the Agreement when either party suggests modification and/or amendment to the Agreement's otherwise provided Economic Provisions.

*This procedure will only apply to proposed modifications and/or amendments to the Agreement to wages (including amounts paid contractually on an hourly basis to employees but explicitly excluding any contingent compensation, overtime or holiday premiums), health care, pension and ERISA welfare benefits, severance benefits, shift differential, holidays and vacation (collectively, the "Economic Provisions"). Economic provisions shall not include proposed subjects not already included in the Agreement and covered by Section (94) except by mutual agreement of the parties. This procedure applies only to modifications to then existing Economic Provisions. Any contract provision that the parties do not agree to modify shall continue in effect for the term of the periods referred to herein or any new Labor Agreement whichever is later.*

**(A) PROBLEM RESOLUTION**

1. During the sixty (60) day period provided in Section (97) (a) entitled "Termination and Modification" local parties will engage in good faith problem solving negotiations with assistance as required from the International Union and the Corporate Union Relations staff.
2. Should problem solving discussions fail to produce a complete resolution of all disputed matters before the Anniversary Date, the matters in dispute shall be referred to the Arbitration process set forth hereafter.
3. During the period disputes are being considered under this letter, the strike prohibited intent but not the mechanics of Section (14) - Strike Prohibited shall apply.

## **(B) ARBITRATION PROCEDURE**

### **Pre-Hearing**

If problem solving negotiations fail, the parties shall in the thirty (30) day period following the applicable Anniversary Date:

1. Each prepare an outline detailing the items or issues in dispute setting forth any relevant background, facts, data or arguments in support of their position.
2. Jointly use the services of independent consultants or any knowledgeable party(ies) to assist in resolving differences, if they mutually agree to do so.
3. Ask for an arbitration panel to hear the dispute.

### **The Arbitration**

All arbitration hearings shall be held in Dayton, Ohio or Auburn Hills, Michigan. Except as otherwise provided herein, such proceedings will be governed by the then-in-effect rules of the American Arbitration Association (AAA). A complete hearing shall be held within thirty (30) days after the Area Commissioner of the Federal Mediation Service arbitration panel has been asked to hear the dispute. Any decision shall be rendered within thirty (30) days of the hearing.

Awards shall be final and binding on both parties. All terms and conditions in effect prior to the invocation of arbitration procedure shall remain until the arbitration decision is rendered.

In making its decision, the arbitration panel shall consider all facts, testimony, information brought forth at the hearing(s), applicable law, and the following criteria:

- The Dayton Thermal Product Plant's ability to pay, consistent with the profitability of the operations covered by this Agreement, the Dayton Thermal Products Plant's total production costs including direct and indirect cash and non-cash charges and the effect of same on the Company's long-term economic viability, and the ability to service and retire Company debt related to the plant's operations, expansion of the operations or new operations covered by the Labor Agreement;
- Total benefits and compensation accrued for the benefit of or paid to covered employees, as compared to other producers of similar products in the United States; and
- The Dayton Thermal Products Plant's future capital requirements.

The arbitrator shall have the authority to render a decision only with respect to the specific items submitted to it, but shall have the authority to increase or decrease (from the then-in-effect levels) any of the Economic Provisions referred for review. The

arbitrator may consider the effect of any items the parties have previously agreed to, but shall not have the authority to modify same. The arbitrator shall also have the authority to decide questions of timeliness and arbitrability.

The award of the arbitrator shall be effective for a one (1) year period, commencing on or retroactive to the applicable Anniversary Date.

Each party shall pay for the services and expenses of any witnesses, consultants or expertise they employ. All other costs incurred in connection with the arbitration shall be paid in equal parts by the parties.

#### **Relationship With Other Provisions**

Neither the provisions of the Labor Agreement Dispute Resolution Guidelines and Procedures nor any arbitration award thereunder shall limit or abridge any rights of the Company retained by the Company in the Management Rights Article of the Agreement.

Very truly yours,  
Dayton Thermal Products Plant  
CHRYSLER CORPORATION  
F. D. McCarty  
Personnel Manager

Accepted and Approved:  
By Wesley Wells

# 1996

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
														31						

  

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

  

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					

  

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2							
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

# 1997

January							February							March							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	4						1	8							
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	18	17	18	19	20	21	22	
26	27	28	29	30	31		23	24	25	26	27	28	23	24	25	26	27	28	29		
													30	31							

  

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3							
6	7	8	9	10	11	12	4	5	6	7	8	9	10	1	2	3	4	5	6	7
13	14	15	16	17	18	19	11	12	13	14	15	16	17	8	9	10	11	12	13	14
20	21	22	23	24	25	26	18	19	20	21	22	23	24	15	16	17	18	19	20	21
27	28	29	30				25	26	27	28	29	30	31	22	23	24	25	26	27	28
														29	30					

  

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2							
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30				

  

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1								
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			

# 1998

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				

  

April							May							June							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	4					1	2			1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					
							31														

  

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	4						1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

  

October							November							December							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
					1	2	3						1	2			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	
25	26	27	28	29	30	31	29	30						27	28	29	30	31			

# 1999

January							February							March								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
						1	2						1	2			1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13		
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20		
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27		
24	25	26	27	28	29	30	28							28	29	30	31					
31																						

  

April							May							June							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
					1	2	3						1	2			1	2	3	4	5
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30				
							30	31													

  

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	3						1	2			1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		

  

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	2						1	2			1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				

## 2000

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	5	6	7	8	9	10	11
9	10	11	12	13	14	15	13	14	15	16	17	18	19	12	13	14	15	16	17	18
16	17	18	19	20	21	22	20	21	22	23	24	25	26	19	20	21	22	23	24	25
23	24	25	26	27	28	29	27	28	29					26	27	28	29	30	31	
30	31																			

  

April							May							June							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1			1	2	3	4	5	6			1	2	3	4	5
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30		
30																					

  

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30
30	31																			

  

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1				1	2	3	4				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						

## 2001

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						6					1	2	3					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31

  

April							May							June							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						7				1	2	3	4	5					1	2	3
6	8	9	10	11	12	13	6	7	8	9	10	11	12	3	4	5	6	7	8	9	
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	
29	30						27	28	29	30	31			24	25	26	27	28	29	30	

  

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

  

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						6					1	2	3						1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					

# 2002

January								February								March							
S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S	
		1	2	3	4	5							1	2							1	2	
6	7	8	9	10	11	12		3	4	5	6	7	8	9	3	4	5	6	7	8	9		
13	14	15	16	17	18	19		10	11	12	13	14	15	16	10	11	12	13	14	15	16		
20	21	22	23	24	25	26		17	18	19	20	21	22	23	17	18	19	20	21	22	23		
27	28	29	30	31				24	25	26	27	28			24	25	26	27	28	29	30		
															31								

  

April								May								June							
S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S	
		1	2	3	4	5	6				1	2	3	4								1	
7	8	9	10	11	12	13		5	6	7	8	9	10	11	2	3	4	5	6	7	8		
14	15	16	17	18	19	20		12	13	14	15	16	17	18	9	10	11	12	13	14	15		
21	22	23	24	25	26	27		19	20	21	22	23	24	25	16	17	19	19	20	21	22		
28	29	30						26	27	28	29	30	31	23	24	25	26	27	28	29			
														30									

  

July								August								September							
S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S	
		1	2	3	4	5	6					1	2	3			1	2	3	4	5	6	7
7	8	9	10	11	12	13		4	5	6	7	8	9	10	8	9	10	11	12	13	14		
14	15	16	17	18	19	20		11	12	13	14	15	16	17	15	16	17	18	19	20	21		
21	22	23	24	25	26	27		18	19	20	21	22	23	24	22	23	24	25	26	27	28		
28	29	30	31					25	26	27	28	29	30	31	29	30							

  

October								November								December							
S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S	
		1	2	3	4	5							1	2			1	2	3	4	5	6	7
6	7	8	9	10	11	12		3	4	5	6	7	8	9	8	9	10	11	12	13	14		
13	14	15	16	17	18	19		10	11	12	13	14	15	16	15	16	17	18	19	20	21		
20	21	22	23	24	25	26		17	18	19	20	21	22	23	22	23	24	25	26	27	28		
27	28	29	30	31				24	25	26	27	28	29	30	29	30	31						

# 2003

January								February								March							
S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S	
				1	2	3	4							1								1	
5	6	7	8	9	10	11		2	3	4	5	6	7	8	2	3	4	5	6	7	8		
12	13	14	15	16	17	18		9	10	11	12	13	14	15	9	10	11	12	13	14	15		
19	20	21	22	23	24	25		16	17	18	19	20	21	22	16	17	18	19	20	21	22		
26	27	28	29	30	31			23	24	25	26	27	28	23	24	25	26	27	28	29			
														30	31								

  

April								May								June							
S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S	
			1	2	3	4	5					1	2	3			1	2	3	4	5	6	7
6	7	8	9	10	11	12		4	5	6	7	8	9	10	8	9	10	11	12	13	14		
13	14	15	16	17	18	19		11	12	13	14	15	16	17	15	16	17	18	19	20	21		
20	21	22	23	24	25	26		18	19	20	21	22	23	24	22	23	24	25	26	27	28		
27	28	29	30					25	26	27	28	29	30	31	29	30							

  

July								August								September							
S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S	
			1	2	3	4	5						1	2			1	2	3	4	5	6	
6	7	8	9	10	11	12		3	4	5	6	7	8	9	7	8	9	10	11	12	13		
13	14	15	16	17	18	19		10	11	12	13	14	15	16	14	15	16	17	18	19	20		
20	21	22	23	24	25	26		17	18	19	20	21	22	23	21	22	23	24	25	26	27		
27	28	29	30	31				24	25	26	27	28	29	30	28	29	30						
								31															

  

October								November								December							
S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S	
			1	2	3	4								1			1	2	3	4	5	6	
5	6	7	8	9	10	11		2	3	4	5	6	7	8	7	8	9	10	11	12	13		
12	13	14	15	16	17	18		9	10	11	12	13	14	15	14	15	16	17	18	19	20		
19	20	21	22	23	24	25		16	17	18	19	20	21	22	21	22	23	24	25	26	27		
26	27	28	29	30	31			23	24	25	26	27	28	29	28	29	30	31					
								30															

# 2004

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	4	5	6	7	8	9	1	3	4	5	6	7	7	8	9	10	11	12		
11	12	13	14	15	16	17	8	9	10	11	12	13	14	15	16	17	18	19		
18	19	20	21	22	23	24	15	16	17	18	19	20	20	21	22	23	24	25		
25	26	27	28	29	30	31	22	23	24	25	26	27	26	27	28	29	30	31		
							28													

  

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	4	5	6	7	8	9	2	3	4	5	6	7	6	7	8	9	10	11		
11	12	13	14	15	16	17	8	9	10	11	12	13	13	14	15	16	17	18		
18	19	20	21	22	23	24	9	10	11	12	13	14	20	21	22	23	24	25		
25	26	27	28	29	30		16	17	18	19	20	21	27	28	29	30				
							22	23	24	25	26	27								
							29	30	31											

  

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	4	5	6	7	8	9	1	2	3	4	5	6	5	6	7	8	9	10		
11	12	13	14	15	16	17	8	9	10	11	12	13	12	13	14	15	16	17		
18	19	20	21	22	23	24	15	16	17	18	19	20	19	20	21	22	23	24		
25	26	27	28	29	30	31	22	23	24	25	26	27	26	27	28	29	30			
							29	30	31											

  

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	3	4	5	6	7	8	1	2	3	4	5	6	5	6	7	8	9	10		
10	11	12	13	14	15	16	7	8	9	10	11	12	12	13	14	15	16	17		
17	18	19	20	21	22	23	14	15	16	17	18	19	19	20	21	22	23	24		
24	25	26	27	28	29	30	21	22	23	24	25	26	26	27	28	29	30	31		
31							28	29	30											

# 2005

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	2	3	4	5	6	7	12	13	14	15	16	17	6	7	8	9	10	11		
9	10	11	12	13	14	15	6	7	8	9	10	11	13	14	15	16	17	18		
16	17	18	19	20	21	22	13	14	15	16	17	18	20	21	22	23	24	25		
23	24	25	26	27	28	29	20	21	22	23	24	25	27	28	29	30	31			
30	31						27	28												

  

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	3	4	5	6	7	8	1	2	3	4	5	6	5	6	7	8	9	10		
10	11	12	13	14	15	16	8	9	10	11	12	13	12	13	14	15	16	17		
17	18	19	20	21	22	23	15	16	17	18	19	20	19	20	21	22	23	24		
24	25	26	27	28	29	30	22	23	24	25	26	27	26	27	28	29	30			
							29	30	31											

  

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	3	4	5	6	7	8	1	2	3	4	5	6	4	5	6	7	8	9		
10	11	12	13	14	15	16	7	8	9	10	11	12	11	12	13	14	15	16		
17	18	19	20	21	22	23	14	15	16	17	18	19	18	19	20	21	22	23		
24	25	26	27	28	29	30	21	22	23	24	25	26	25	26	27	28	29	30		
31							28	29	30	31										

  

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	2	3	4	5	6	7	1	2	3	4	5	4	5	6	7	8	9			
9	10	11	12	13	14	15	6	7	8	9	10	11	11	12	13	14	15	16		
16	17	18	19	20	21	22	13	14	15	16	17	18	18	19	20	21	22	23		
23	24	25	26	27	28	29	20	21	22	23	24	25	25	26	27	28	29	30		
30	31						27	28	29	30										

## 2006

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	5	6	7	8	9	10	11	5	6	7	8	9	10	11
8	9	10	11	12	13	14	12	13	14	15	16	17	18	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	26	27	28	29	30	31					
29	30	31																		

  

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31	25	26	27	28	29	30				
30																				

  

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31	24	25	26	27	28	29	30		
30	31																			

  

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9
8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16
15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23
22	23	24	25	26	27	28	26	27	28	29	30	24	25	26	27	28	29	30		
29	30	31											31							

## 2007

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
28	29	30	31	25	26	27	28	25	26	27	28	29	30	31						

  

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	6	7	8	9	10	11	12	3	4	5	6	7	8	9
8	9	10	11	12	13	14	13	14	15	16	17	18	19	10	11	12	13	14	15	16
15	16	17	18	19	20	21	20	21	22	23	24	25	26	17	18	19	20	21	22	23
22	23	24	25	26	27	28	27	28	29	30	31	24	25	26	27	28	29	30		
29	30																			

  

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	5	6	7	8	9	10	11	2	3	4	5	6	7	8
8	9	10	11	12	13	14	12	13	14	15	16	17	18	9	10	11	12	13	14	15
15	16	17	18	19	20	21	19	20	21	22	23	24	25	16	17	18	19	20	21	22
22	23	24	25	26	27	28	26	27	28	29	30	31	23	24	25	26	27	28	29	
29	30	31											30							

  

October							November							December							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	
28	29	30	31	25	26	27	28	29	30	23	24	25	26	27	28	29					
													30	31							